

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of November, 2022, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **NEPTUNE TECHNOLOGY GROUP, INC.** 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 Cold Water Meters, as needed, in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Contractor's bid dated September 28, 2022 (Exhibit I); and FW's Invitation for Bids dated September 7, 2022 (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. SPECIFICATIONS/SCOPE OF WORK

1.1 Summary – 5/8" through 1" Meters – Lot I

Sections 1.2 through 1.3 include: Manufacturing requirements for Positive Displacement, Singlejet and Multijet Meters complete with necessary accessories as required by Contract documents and intended for use in a potable water system. Cold Water Meters shall be newly manufactured. The meters included in this section are in Lot I of the bid form.

1.2 Reference Standards

All products shall comply with applicable provisions of the following, except as otherwise required by Contract Documents:

- A. ANSI/AWWA C700-09 or most recent edition, American National Standard for Cold Water Meters Displacement Type, Bronze Main Case.
- B. ANSI/AWWA C707-10 or most recent edition, American National Standard for Encoder Type remote Registration System for Cold Water Meters.
- C. ANSI/NSF 372 Drinking Water System Components – Lead Content (components in contact with potable water)

- D. ANSI/AWWA C708-15 or most recent edition, American National Standard for Cold Water Meters Multijet Type
- E. ANSI/AWWA C712-15 or most recent edition, American National Standard for Cold Water Meters Singlejet Type

1.3 Meter Requirements

A. Type

- 1. Positive Displacement: Nutating disc, thermoplastic polymer molded without secondary machining, stainless steel shaft.
- 2. Singlejet and Multijet: Lead free bronze body, synthetic sapphire bearing/impeller pivots. Bronze or cast iron bottom plate where applicable.

B. Maincase Requirements

- 1. Positive Displacement, Singlejet, and Multijet type meters (5/8 -1") shall conform to the "Standard Specifications for Cold Water Meters" C700 latest applicable revision issued by AWWA.
- 2. Fairfax Water requires that all water meters submitted in this proposal be compliant with NSF/ANSI 61, Annex G and Annex F. Meters shall be made of "lead free" alloy as defined by NSF/ANSI 61, Annex G and Annex F. Brass water meters shall comply with the Safe Water Drinking Act, and the U.S. Environmental Protection Agency.
- 3. The bidder shall provide certification from an independent third party testing organization that the products submitted meet NSF/ANSI Standard 61, Annexes F & G.
- 4. All lead free maincases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.
- 5. The size, model and direction of flow through the meter shall be marked permanently on the outer case.
- 6. The manufacturer name and 8-digit serial number shall be imprinted on each register lid and outer case. The first 2 digits of the serial number shall indicate the year of manufacturer, or the manufacturer shall provide a list of serial numbers that indicate the date of manufacturer of each meter.
- 7. Each meter shall include a serialized bar coded tag or sticker.
- 8. Pressure requirement: Meter shall register within standard limits at 150 psi, and shall be able to withstand 250 psi without any leakage or part failure.

9. Chemical washing or coatings shall not be an acceptable alternative to “no lead” brass.

C. Performance Requirements:

To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700.

D. Meter Materials

1. Bottom covers: Breakable cast iron.
2. Bolts, nuts and washers, including casing bolts: type 316 stainless steel.

E. Connection

1. 1-inch and smaller: threaded ends and washers, without coupling nuts and tailpieces.
2. Register Type: Straight Read or Encoder.

F. Registers

1. Read in US Gallons.
2. Hermetically sealed so not affected by prolonged submergence.
3. Registers shall display 7 digits with either 6 number wheels plus a fixed zero figure as the right hand digit or 7 number wheels.
4. Provide a low flow leak indicator on dial face.
5. Lid: Hinge design to insure that the lid free falls into a closed position when flipped closed.
6. Lid shall be molded and include lifting tab.

G. Approved Manufacturers

Fairfax Water (FW) will accept bids for manufacturers other than those listed in the approved manufacturer section. FW views the approved products as the level of quality required. If bidding an alternate, bidders shall provide enough product detail to demonstrate alternate is equal to product specified. Acceptance of alternate will be at the sole discretion of FW.

1. Badger Meter, Inc.
2. Hersey-Meters
3. Master Meter
4. Neptune Technology Group, Inc.
5. Sensus Metering Systems

H. Encoder Meters ONLY

1. Wall touch pads shall be furnished with a rectangular adapter plate, 4 ½-inch wide x 3 inch high (plus or minus ½-inch), which will cover the existing mounting space created by removal of a remote generator register.
2. Touch pad shall permit interrogation of the meter without requiring special alignment. The manufacturer shall provide instructions and all necessary installation hardware.
3. Wall mount touch pad shall be sturdy, tamperproof, and protected with waterproof seals.
4. Touch pads shall be programmed for three-wire installation and to read in the thousand gallons.
5. Each register ID number and meter serial number shall be the same.
6. Remote Reading Capability: Reads exact position of number wheels at register in 1,000 gallon increments.

1.4 Summary – 1-1/2” through 8” Meters – Lots II and III

Sections 1.5 through 1.13 include: Manufacturing requirements for ultrasonic meters complete with necessary accessories as required by Contract documents and intended for use in a potable water system. Cold Water Meters shall be newly manufactured. Only meters featuring ultrasonic solid-state metrology will be accepted because of enhanced low flow accuracy performance and extended accuracy over meter life. The meters included in this section are in Lot II of the bid form.

1.5 Water Meter Standards

All products shall comply with applicable provisions of the following, except as otherwise required by Contract Documents:

- F. ANSI/AWWA C715, or most recent edition, Standard for Transit-Time Meters.
- G. NSF/ANSI 61

1.6 Water Meter Approved Products

Fairfax Water (FW) will accept bids for manufacturers other than those listed in the approved manufacturer section. FW views the approved products as the level of quality required. If bidding an alternate, bidders shall provide enough product detail to demonstrate alternate is equal to product specified. Acceptance of alternate will be at the sole discretion of FW.

Approved Manufacturers and Models:

1. Badger - E-Series Ultrasonic, 1 ½" – 8"
2. Master Meter - Octave, 1 ½" – 8"
3. Neptune - Mach-10, 1 ½" – 8"

1.7 ID Markings

- A. The size, model and direction of flow through the meter shall be marked permanently on the outer case.
- B. The manufacturer name and 8-digit serial number shall be imprinted on each register lid and outer case. The first 2 digits of the serial number shall indicate the year of manufacturer, or the manufacturer shall provide a list of serial numbers that indicate the date of manufacturer of each meter.
- C. Each meter shall include a serialized bar-coded tag or sticker.

1.8 Certificate of Test Accuracy

A certificate shall be supplied with each delivered meter which attests that the meter registers at or within the accuracy parameters stated in AWWA Standard C715. The test tags shall be affixed to each meter and shall state the meter test results (showing that the meter is accurate at minimum, intermediate, and maximum flows), the date of manufacture, the test bench where it was tested, and the date of the test. A summary file detailing meter serial numbers, test results, date of purchase, contract number and purchase order number in a Microsoft excel format shall be supplied to the Warehouse Supervisor.

1.9 Registers

Each meter shall be equipped with an AMR/AMI-compatible, programmable, absolute encoder type, eight (8) digit register with a transmitter module. The register shall be permanently sealed, and shall have three terminals, pre-potted by the manufacturer, to a wire 25 feet in length with Nicor connector. Register shall be compatible with Neptune R900 technology. Registers shall read in U.S. gallons programmed to indicate the meter serial number (which shall also be embossed on the meter body) and readings of all registration digits shall be large and distinct so can be easily read. A "sealed" register shall

mean a non-fogging, moisture and dust-proof register, electronically driven by the measuring chamber sensors. The register will indicate total consumption, reverse flow, rate of flow, low battery indication, leak alert, as well as no flow condition through the meter. The register digits must indicate 10, 100, or 1,000 gallons of water passing through the meter. The maximum capacity of the register shall be 10,000,000 gallons for 1 ½" – 3" meters, and 100,000,000 gallons for 4" – 8" meters. A printed copy of the manufacturer's specific instructions, explaining how to read and interpret the register shall be included with each delivery or those instructions must be readily available on the manufacturer's website.

1.10 Connections

- A. 1 ½-inch and 2-inch: Flanged ends with accessory kits to include: NPT threaded companion flanges, rubber gaskets, and appropriate amount of type 316 stainless steel nuts and bolts. Each meter shall include two (2) matching accessory kits.
- B. 3-inch through 8-inch: Round flange ends with accessory kits to include: NPT threaded companion flanges, rubber gaskets, and appropriate amount of type 316 stainless steel nuts and bolts.

1.11 Size and Length

Total length of each meter, as measured from flange end to flange end, shall conform with the following:

Nominal Meter Size	Length (inches)
1.5	13
2	17
3	12
4	14
6	18
8	20

1.12 Strainer

Meters shall be designed so that no strainer or straightening vanes are required.

1.13 Spool Pieces and Test Plugs

Contractor shall provide ductile iron spool pieces with a tapped boss on the top of the spool piece, near the meter outlet, for field testing purposes. A test port assembly, consisting of the following shall be installed:

- A brass bushing to adapt the tapped port in the spool piece to 2-1/2" FPT thread (note, all threaded joints are to include joint lube/sealant, E.G. pipe dope or Teflon tape)
- A close (threaded entire length) 2" diameter NPT brass pipe nipple.
- A 2" stainless steel ball valve
- A close (threaded entire length) 2" diameter NPT brass pipe nipple.

- A 2" FPT x 2-1/2" male NST adapter.

Spool piece lay length shall be 12" for three-inch meters, 15" for four-inch meters, 18" for six-inch meters, and 20" for 8" meters. All meters shall be provided with the spool pieces fully assembled and attached.

1.14 Packaging

- A. All goods shall be packaged in a manner to prevent damage during shipping and unloading.
- B. Each box of meters shall be clearly labeled with the beginning and ending serial numbers on the outside of the box.

1.15 Access to Manufacturing Plant

Fairfax Water reserves the right to inspect and monitor the production of the materials 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.

1.16 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.

1.17 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 cost.

1.18 Delivery Locations

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.

1.19 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).

1.20 Estimated Quantities

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. Bidder acknowledges and agrees that FW will only be responsible for the amounts actually purchased.

1.21 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 bid/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. On the bid summary sheet, specify where warranty service will be performed: at FW, Manufacture, or bidders location. If other than at FW, include the name, address and telephone number of the repair facility. All costs for warranty service (including shipping and insurance) shall be included in the warranty and at no additional cost to FW.

2. INSTRUCTIONS TO BIDDERS

2.1 Familiarity with Specifications

Each Bidder shall bear responsibility for thoroughly examining this solicitation in its entirety. In the event that Bidder has any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, then such Bidder shall submit all such questions and comments in writing to the Procurement Contact identified on the cover sheet of this solicitation.

The submission by a Bidder of a Bid in response to this solicitation shall be deemed to constitute a representation on the part of such Bidder that it has thoroughly examined this solicitation and has submitted any and all questions and comments it may have regarding the meaning or interpretation of this solicitation to Fairfax Water in the manner prescribed herein.

2.2 Arrearage

By submitting a Bid in response to this solicitation, the individual or firm submitting the bid shall be deemed to represent that it is not 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. Bidder further agrees that it shall make diligent efforts to avoid becoming in arrears during the Term of any Contract awarded hereunder.

2.3 Authorization to do Business in Virginia

Each bidder that is organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include with its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not authorized to transact business in Virginia as a foreign entity under Title 13.1 or title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Any bidder that fails to provide the required information may not receive an award.

2.4 Compliance with Laws, Regulations and Codes

The Bidder 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.

2.5 Debarment Status

By submitting a Bid in response to this solicitation, each Bidder 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.

2.6 Duration of Bids

Bids shall be valid for a minimum of 90 days following the deadline for submitting bids. If an award is not made during that period, all bids shall be automatically extended for another 90 days. Bids will be automatically renewed until such time as either an award is made or proper notice is given to FW of Bidder's intent to withdraw its bid. Bids may only be withdrawn by submitting written notice at least seven days before the expiration of the then current 90-day period.

2.7 Formation of Contract

- A. The words "Contract" and "Purchase Order" are used interchangeably unless the context otherwise plainly requires. The documents comprising the Contract shall be accorded the following order of precedence:
 - 1. The Contract including any Amendments or Change Orders;
 - 2. All Purchase Orders;
 - 3. Any Addenda to the IFB;
 - 4. This IFB (including all Appendices and Attachments hereto); and
 - 5. The Bidder's completed Bid Tabulation Form (including any drawings and submittals).
- B. The contract to be entered into as a result of this IFB shall be by and between the Bidder as Contractor and FW. It shall include the following items, which are listed in order of precedence:
 - 1. The fully executed contract between the parties, or FW Purchase Order,
 - 2. The IFB and any Addenda to the IFB,
 - 3. The Bidder's response to the IFB (including any drawings and submittals), and
 - 4. All correspondence between the parties regarding this IFB.
- C. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

2.8 Unit Prices Prevail

In the event that there is a mathematical error on the summary sheet, the unit price for each item shall prevail. All costs to provide the goods and/or services specified in this solicitation shall be shown on the attached bid summary sheet. Line items left blank will be interpreted as at no cost to FW.

2.9 Negotiation with Low Bidder

If the lowest bid submitted by a responsive and responsible bidder exceeds available funds for this procurement, then Fairfax Water may, in its discretion, conduct negotiations with the lowest responsive and responsible bidder (the "Low Bidder") in an effort to obtain a contract price that is within available funds. In such event, Fairfax Water will notify the Low Bidder verbally or in writing that its bid exceeds available funds and will schedule a conference with the Low Bidder, Fairfax Water staff, and such advisors and consultants as Fairfax Water deems appropriate in order to discuss possible modifications to the scope of the procurement that may result in a price that is within available funds. The conference and any subsequent negotiations may be conducted in person or by telephone. If, during the conference, the parties arrive at an acceptable modification to the scope of the project and a contract price that is within available funds, then Fairfax Water may award a contract to the Low Bidder based upon the newly-modified terms and conditions. Otherwise, the Low Bidder will, within 15 days after the date of the conference (or such longer or shorter period as may be specified in writing by Fairfax Water), submit to Fairfax Water a written addendum to its original Bid Form which describes its proposed modification(s) to the scope of the procurement and sets forth the Low Bidder's newly adjusted bid price. Fairfax Water may conduct further negotiations with the Low Bidder or request additional clarifications or modifications. If the Low Bidder's proposed modifications are acceptable to Fairfax Water and the associated contract price is within available funds, then Fairfax Water may award a contract to the Low Bidder based upon the modified terms and conditions. If the proposed modifications are not acceptable to Fairfax Water, or the associated price reductions are not within available funds, then Fairfax Water will terminate negotiations and reject all bids.

2.10 Rider Clause

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW.

2.11 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, all Bidders acknowledge the VPPA and agree 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:

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 the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.37 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

3.38 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and FW has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

3.39 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

3.40 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

3.41 Contractor's Compliance and Safety Program

- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
 - 1. The Virginia Uniform Statewide Building Code,
 - 2. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes),
 - 3. Virginia Department of Health (VDH) regulations,
 - 4. Virginia Department of Environmental Quality (DEQ) regulations,
 - 5. Virginia-OSH (VOSH) regulations, and
 - 6. National Electric Code (NEC).
- B. The Contractor shall have a written safety program that complies with all applicable OSHA and VOSH standards for General Industry regulations and a written Permit Required Confined Space Entry Program that complies with the then current VOSH Standard Confined Space Entry Standard. A copy of these programs shall be provided to FW with the Contractor's general safety program not later than seven days after contract award and before beginning work.
- C. When working in a confined space, the Contractor shall utilize only personnel trained for confined space entry and shall provide all entry equipment including atmospheric test equipment.
- D. Hard Hat Area: Contractor's employees shall wear hard hats while working outdoors at the work site.

3.42 Contractual Disputes

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

Be delivered to the attention of FW's Procurement Representative assigned to this contract at the address shown on the cover sheet of this RFP, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and Contain a reasonably detailed description of the basis of the claim otherwise the claim will be deemed to have been waived. FW will make a written decision upon any such claim within 60 days after submittal of the claim. The Consultant 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 the Consultant initiates legal action as provided in Section 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in the Consultant 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 the Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Virginia Code has been established for contractual claims under this Agreement.

No claim of any nature will be made against FW by or on behalf of a subcontractor unless the Consultant has first: (a) evaluated such claim thoroughly and determined it to be meritorious; (b) issued a written notice to the subcontractor finding the subcontractor's claim to be meritorious and setting forth any additional compensation or additional days to be paid or granted to the subcontractor on account of such claim; and (c) paid the subcontractor in full for such claim. In presenting such a claim, the Consultant will provide FW with a copy of the written notice to the subcontractor and with evidence of payment in full of the subcontractor's claim. No such claim will exceed the amount actually paid to the subcontractor.

3.43 Priority Customer

By submitting a Bid in response to this solicitation, Bidder understands and acknowledges that FW provides services that are essential to the health and welfare of the public. To the extent that the Contractor must prioritize and/or allocate services among its customers, the requirements of FW will be honored before service is provided to a customer with no obligations with regard to the public health and welfare.

3.44 Time Is Of The Essence

Time is of the essence! This is a time critical project! Once started, this project must continue without delay or interruption, and unauthorized delays by the Contractor are prohibited. After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such a declaration is made, FW reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the project and charge any additional or increased costs to the Contractor.

4. CONTRACT TERM AND COMPENSATION

The initial term of this agreement shall be November 1, 2022 through October 31, 2023

Pricing shall be in accordance with the following:

Bid Item	Description	Unit Price
Lot I - Positive Displacement, Singlejet and Multijet Meters		
1	5/8" Straight Read	\$87.00
2	5/8" Encoder Touch Read	\$92.50
3	5/8 X 3/4" Straight Read	\$87.00
4	5/8 X 3/4" Encoder Touch Read	\$92.50
5	3/4" Straight Read	\$115.00
6	1" Straight Read	\$155.00
7	1" Encoder Touch Read	\$160.50
Lot II - Ultrasonic Meters - 1-1/2" and 2"		
8	1 1/2" Ultrasonic Meter, Flanged w/ Accessory Kits	\$583.00
9	2" Ultrasonic Meter, Flanged w/ Accessory Kits	\$700.00
Lot III - Ultrasonic Meters - 3" through 8"		
10	3" Ultrasonic Meter, Flanged w/ Accessory Kits	\$2,124.00
11	4" Ultrasonic Meter, Flanged w/ Accessory Kits	\$2,995.00
12	6" Ultrasonic Meter, Flanged w/ Accessory Kits	\$4,785.00
13	8" Ultrasonic Meter, Flanged w/ Accessory Kits	\$5,830.00

FAIRFAX COUNTY WATER AUTHORITY

8570 Executive Park Avenue
Fairfax, VA 22031

Phone: (703) 289-6261
Fax: (703) 289-6262

By: 

Name: Jamie Bain Hedges

Title: General Manager

Date: 11/2/22

NEPTUNE TECHNOLOGY GROUP, INC.

1600 Alabama Highway 229
Tallahassee, AL 36078

Phone: (334) 415-9682

By: 

Name: Jason Constantino

Title: Chief Financial Officer

Date: October 27, 2022



CERTIFICATE OF LIABILITY INSURANCE

ROPERTEC4

DATE (MM/DD/YYYY)
10/26/2022

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

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

PRODUCER Commercial Lines - (404) 923-3700 USI Insurance Services LLC 1 Concourse Parkway NE, Suite 700 Atlanta, GA 30328	CONTACT NAME: Lauren Atkinson PHONE (A/C, No, Ext): 470.875 0356 FAX (A/C, No): 877.362.9069 E-MAIL ADDRESS: lauren.atkinson@usi.com														
INSURED Roper Technologies, Inc; A Parent Company Neptune Technology Group, Inc 1600 Alabama Highway 229 Tallahassee, AL 36078	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Co</td><td>16535</td></tr><tr><td>INSURER B: American Guarantee and Liability Insurance Com</td><td>26247</td></tr><tr><td>INSURER C: American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER D: Zurich American Ins Co of Illinois</td><td>27855</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co	16535	INSURER B: American Guarantee and Liability Insurance Com	26247	INSURER C: American Zurich Insurance Company	40142	INSURER D: Zurich American Ins Co of Illinois	27855	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER: 15620268****REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GLO 4837823 01	04/01/2022	04/01/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>3,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>3,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>5,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	3,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	3,000,000	GENERAL AGGREGATE	\$	5,000,000	PRODUCTS - COMP/OP AGG	\$	5,000,000		\$	
EACH OCCURRENCE	\$	3,000,000																									
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	\$																										
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$25,000 Com <input checked="" type="checkbox"/> \$25,000 Coll		BAP 4837825 01	04/01/2022	04/01/2023	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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	\$																										
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		AUC 5224454-21	04/01/2022	04/01/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>3,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	3,000,000	AGGREGATE	\$	3,000,000		\$													
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	\$																										
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC 4837821 01 (AOS) WC 4837822 01 (MA, WI)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																									
D																											

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

RE: Cold Water Meters 5/8" through 8" IFB 22-052

FAIRFAX COUNTY WATER AUTHORITY is included as an additional insured under the General and Auto Liability with respect to liability arising the named insured's operations, if required by written contract, subject to policy terms, conditions, and exclusions. Umbrella follows form as it relates to additional insureds. The above GL and AL coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions. 30 Day Notice of Cancellation / 10 Days Non-Payment of Premium applies in favor of Certificate Holder, where required by written contract, subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue
Fairfax, VA 22031

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

AUTHORIZED REPRESENTATIVE

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