



**FULTON
COUNTY**

**CONTRACT DOCUMENTS FOR
21ITBC000025A-CJC**

Water Valves

For

Public Works

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 1st of January, 2022, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Ferguson Waterworks
ITBC Contract No. & Title:	21ITBC000025A-CJC, Water Valves
Address:	4655 Buford Hwy Norcross, GA 30071
Telephone:	(770) 248-9037
Email:	Bob.mcwhorter@ferguson.com
Contact Name & Title:	Bob McWhorter, Sales Representative

This agreement was approved by the Fulton County Board of Commissioner on 1st of December. 2021, Item#21-0980.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. Contract Term

- 1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st of January, 2022 and end on 31st of December, 2022. The "Commencement Term" of this Agreement shall begin on 1st of January, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending

Term” with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

FERGUSON WATERWORKS

DocuSigned by:

Robert L. Pitts

DocuSigned by:

Bob McWhorter

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Bob McWhorter
Sales Representative

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

Denzel Stewart

Office of the County Attorney

DocuSigned by:

David Bryan

Notary Public

APPROVED AS TO CONTENT:

County: GWINNETT

DocuSigned by:

David Clark

David Clark, Director
Public Works

Commission Expires: 3/15/2023

(Affix Notary Seal) Signed by:



 2021-0980 12/1/2021

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
--	--

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

SECTION 2

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **21ITBC000025A-CJC, WATER VALVES**

Submitted By: Ferguson Waterworks

Bid Due Date: Monday, October 18, 2021

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ 513,542.82
(Dollar Amount in Numbers)

Five hundred, thirteen thousand, five hundred and forty two dollars and eighty two cents
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITBC)

Item No.	Item Description	Estimated Quantity	Unit of Issue	Unit price	Total Cost
1.	M & H Mfg. # 4067-02 3" NRS, hand wheel, flange x flange (or equivalent)	1	Each	428.45	428.45
2.	M & H Mfg. # 4067-02 4" NRS, hand wheel, flange x flange (or equivalent)	1	Each	478.50	478.50
3.	M & H Mfg. # 4067-02 6" NRS, hand wheel, flange x flange (or equivalent)	1	Each	639.65	639.65
4.	M & H Mfg. # 4067-02 8" NRS, hand wheel, flange x flange (or equivalent)	50	Each	890.82	44541.00
5.	M & H Mfg. # 4067-02 10" NRS, hand wheel, flange x flange (or equivalent)	1	Each	1472.88	1472.88
6.	M & H Mfg. # 4067-02 12" NRS, hand wheel, flange x flange (or equivalent)	1	Each	1778.88	1778.88
7.	M & H Mfg. # 4067-01 6" NRS, 2" op nut, MJ x MJ, w/ access kit (or equivalent)	25	Each	668.25	16706.25
8.	M & H Mfg. # 4067-01 8" NRS, 2" op nut, MJ x MJ, w/ access kit (or equivalent)	40	Each	1039.50	41580.00
9.	M & H Mfg. # 4067-01 10" NRS, 2" op nut, MJ x MJ, w/ access kit (or equivalent)	10	Each	1440.11	14401.10
10.	M & H Mfg. # 4067-01 12" NRS, 2" op nut, MJ x MJ, w/ access kit (or equivalent)	15	Each	1819.86	27297.90

11.	M & H Mfg.# 7571-01 16" NRS, 2" op nut, MJ x MJ, w/ access kit (or equivalent)	5	Each	5735.28	28676.40
12.	M & H Mfg.# 7571-01 20" NRS, 2" op nut, MJ x MJ, w/ access kit (or equivalent)	2	Each	12060.30	24120.60
13.	M & H Mfg.# 4751-01 6" NRS tap valve, flange x MJ, w/ access kit (or equivalent)	5	Each	763.75	3818.75
14.	M & H Mfg.# 4751-01 8" NRS tap valve, flange x MJ, w/ access kit (or equivalent)	5	Each	1133.17	5665.85
15.	M & H Mfg.# 4751-01 10" NRS tap valve, flange x MJ, w/ access kit (or equivalent)	2	Each	1695.76	3391.52
16.	M & H Mfg.# 4751-01 12" NRS tap valve, flange x MJ, w/ access kit (or equivalent)	2	Each	2591.58	5183.16
17.	M & H Mfg.# 7950-01 16" NRS tap valve, flange x MJ, w/ access kit (or equivalent)	2	Each	6643.92	13287.84
18.	Av-Tek DEX Model 2504 12 inch Butterfly Valve, 2" op nut, FLG x FLG valve, and 2 FLG x MJ, adaptors w/ access kit and Megalug glands (or equivalent)	2	Each	5563.30	11126.60
19.	Av-Tek DEX Model 2504 16 inch Butterfly Valve, 2" op nut, FLG x FLG valve, and 2 FLG x MJ, adaptors w/ access kit and Megalug glands (or equivalent)	2	Each	9187,45	18374.90
20.	Av-Tek DEX Model 2504 20 inch Butterfly Valve, 2" op nut, FLG x FLG valve, and 2 FLG x MJ, adaptors w/ access kit and Megalug glands (or equivalent)	2	Each	13943.30	27886.60
21.	Av-Tek DEX Model 2504 24 inch Butterfly Valve, 2" op nut, FLG x FLG valve, and 2 FLG x MJ, adaptors w/ access kit and Megalug glands (or equivalent)	2	Each	15996.93	31993.86
22.	Av-Tek DEX Model 2504 30 inch Butterfly Valve, 2" op nut, FLG x FLG valve, and 2 FLG x MJ, adaptors w/ access kit and	2	Each	32254.15	64508.30

	Megalug glands (or equivalent)				
23.	Reliable Mfg. # FAS30 Full face gasket kit w/ fasteners for 3" valve flange (or equivalent)	25	Each	8.50	212.50
24.	Reliable Mfg. # FAS40 Single full face gasket kit w/ fasteners for 4" valve flange (or equivalent)	50	Each	13.23	661.50
25.	Reliable Mfg. # FAS60 Single full face gasket kit w/ fasteners for 6" valve flange (or equivalent)	75	Each	21.42	1606.50
26.	Reliable Mfg. # FAS80 Single full face gasket kit w/ fasteners for 8" valve flange (or equivalent)	75	Each	22.67	1700.25
27.	Reliable Mfg. # FAS100 Single full face gasket kit w/ fasteners for 10" valve flange (or equivalent)	15	Each	41.57	623.55
28.	Reliable Mfg. # FAS120 Single full face gasket kit w/ fasteners for 12" valve flange (or equivalent)	10	Each	44.08	440.80
29.	Reliable Mfg. # FAS160 Single full face gasket kit w/ fasteners for 16" valve flange (or equivalent)	5	Each	109.57	547.85
30.	Mueller Mfg. # HG2 Hydro Flushing Unit HG-2 Air Gap (or equivalent)	4	Each	3453.55	13814.20
31.	Golden Anderson mfg. # WS12 12 repair Kit (or equivalent)	2	Each	1094.57	2189.14
32.	Golden Anderson mfg. # WS16 16 repair Kit (or equivalent)	2	Each	1889.93	3779.86
33.	Golden Anderson mfg. # WS24 – 24 repair Kit (or equivalent)	2	Each	3046.84	6093.68
34.	Ford Meter Box mfg# HHCS33-444-SN-NL 1" Straight Cart Dual Check valve (or equivalent)	300	Each	120.98	36294.00
35.	Ford Meter Box mfg. # HHCS33-322-SN-NL ¾" Straight Cart Dual Check valve (or equivalent)	500	Each	61.82	30910.00

36.	Ford Meter Box Mfg# HHC138-323-NL- Straight Dual Cartridge Check Valve. (Length 3- 13/16") (or equivalent)	500	Each	54.62	27310.00
	Total (Line 1 - 36)				513,542.82

Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

Note: **Bidder must price all items. Failure to bid all items may result in disqualification.** All prices F.O.B. North Fulton County. North Fulton County is defined as that part of Fulton County north of the Chattahoochee River. Bidder is responsible for off-loading and setting vault, cover and/or riser in final location. Vendor agrees to deliver vaults, covers, risers to site within 5 days after receipt of order.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: Ferguson Waterworks

ADDRESS: 4655 Buford Hwy

CITY/STATE/ZIPCODE: Norcross GA 30071

CONTACT NAME: Bob Mcwhorter

EMAIL ADDRESS: bob.mcwhorter@ferguson.com

BUSINESS PHONE: 770-248-9037

BUSINESS TYPE: Corporation Partnership Sole Proprietor Other

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name

Address

END OF SECTION

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Bob Mcwhorter),
Name

Sales Representative
Title

Ferguson Waterworks
Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Bob Mcwhorter **TITLE:** Sales Representative

SIGNATURE: 

ADDRESS: 4655 Buford Hwy, Norcross GA 30071

PHONE NUMBER: 770-248-9037 **EMAIL:** bob.mcwhorter@ferguson.com