

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of December 2021, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **RAM INDUSTRIAL SERVICES**, 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 perform as needed electric motor reconditioning and repair services on 60 hp or larger, 3-phase induction and synchronous motors as specified and defined herein.

All goods and services provided shall be in accordance with the following, in order of precedence: this Agreement for Service assigned Fairfax Water Contract No. 2021-043 ("Agreement" or "Contract"); the Contractor's Bid Submission dated September 27, 2021; and FW's Invitation for Bid (IFB) No. 21-054 dated August 25, 2021, (including all addenda, if applicable), (both of which are incorporated into this Contract by reference). In the event that the IFB or the Contractor's Bid Submission 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.

1.0 TERM OF CONTRACT AND ANNUAL RENEWALS

- A. The term of the contract shall be December 1, 2021 through November 30, 2022, with the option to extend the contract for an additional four 1-year periods for a maximum total of five-years through November 30, 2026.
- B. Renewal: Annual renewals will be renewed at the then current rates, terms and conditions unless a price adjustment is requested (see section 3.1 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.

2.0 SCOPE OF WORK

2.1 General Requirements and Technical Specifications Description.

- A. Overview

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The purpose of this motor repair and rewind specification is to define minimum technical requirements, required by the Owner, applicable to reconditioning and repair of three phase induction and synchronous motors 60 hp and larger. This specification shall apply to routine reconditioning and repair procedures. It is not the intent of the specification to define requirements for specialty motors requiring uncommon reconditioning and repair procedures, or to provide lesser guidance than industry best practice on all motor repairs. Situations where there is conflict between specialty motors or special situations, and a disparity exists between this specification and industry recognized standards, shall be addressed on a case by case basis.

B. FW Option for DC or AC High Potential Testing

Fairfax Water reserves the option whether DC or AC High Potential Testing is used on existing windings during reconditioning.

C. Industry Standards Applicable to the Work

1. Industry standards include:

- a. ANSI/EASA AR100 (latest edition): "Recommended Practice for the Repair of Rotating Electrical Apparatus."
- b. IEEE Std 1068 (latest edition): "IEEE Standard for the Repair and Rewinding of AC Electric Motors in the Petroleum, Chemical, and Process Industries."
- c. ISO 1940-1 (latest edition): "Mechanical Vibration – Balance Quality Requirements for Rotors in a Constant (Rigid) State – Part 1: Specification and Verification of Balance Tolerance."

2. References to appropriate definitions, components, and relevant standards are found in the above standards. Additional acceptable standards include ABFMA, API, EASA (including Tech Notes), IEC, IEEE, and NEMA where applicable where the procedures and tolerances exceed those in the above listed standards and do not conflict with best practices or this specification. The Contractor shall consult with and defer to the FW Project Manager for any deviation from this specification.

2.2 Written Quotes and Required Documentation for all Future Work

A. Written Quotes for All Future Work

1. The Contractor shall submit a written quote to the FW Project Manager within 3 business days of receiving the electric motor in their shop. The contractor may submit a written request to extend the 3-day timeframe to the FW Project Manager. The written request shall include a verifiable reason for the delay. FW reserves the right to decline the request if the delay cannot be documented and verified.

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2. The written quote shall include, at a minimum, the following:

- a. The complete scope of work to repair the motor.
- b. All labor hours, by type, quantity, unit cost and extended cost.
- c. All materials listed by manufacturer and manufacturer part number, quantity, unit cost and extended cost.
- d. Total number of calendar days required to complete the repair after receipt of written order to proceed.
- e. The motor serial number and the FW Work Order Number listed on Attachment 3.
- f. The cost of equipment rental, subcontractors, or any materials not included in the Vaughen's Pricing Guide needed to fulfill the requirements of the repair.
- g. The Contractor may include written recommendations for substitutions that will increase motor life, reduce costs, or reduce the delivery lead-time as separate options on their quote. Contractor shall not proceed with any proposed options without the express written consent of FW.

3. Pricing for all future repairs and parts shall be based on the Vaughen's Price Guide and the labor rates awarded. In the event the Contractor must provide materials or equipment rental not included in the pricing guide, then compensation will be based on the Contractor's actual cost to supply the materials or equipment rental. In these circumstances, the Contractor shall include a copy of their supplier's invoice with all invoices submitted to FW.

B. Operating Data Sheet (Attachment 3)

This sheet will be completed by the FW Project Manager requesting the work and will be sent with the motor to the repair facility.

C. Inspection Data Sheet (Attachment 4)

This sheet shall be completed by the Contractor documenting the results of inspections and tests performed prior to reconditioning or repair procedures. Upon completion of the work, the Contractor shall distribute one copy each of this sheet to the FW Electrical Supervisor and the Conditioned Based Maintenance Supervisor identified on the Operating Data Sheet (Attachment 3) that was submitted to the Contractor when work was requested.

D. Work Performed Data Sheet (Attachment 5)

This sheet shall be completed by the Contractor documenting the work performed. Upon completion of the work, the Contractor shall distribute one copy each to the FW Electrical Supervisor and the Conditioned Based Maintenance Supervisor identified on the Operating Data Sheet (Attachment 3) that was submitted to the contractor when work was requested.

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E. Waiver of Specification/Release of Hold Point (Attachment 6)

This sheet will be issued to the Contractor by the FW Project Manager authorizing the Contractor to deviate from these specifications and to allow the Contractor to proceed beyond a hold point (see Section 3.2 paragraph G below). Approval to deviate from the specification or proceed beyond a hold point may be issued verbally by the FW Project Manager. Whenever a verbal authorization is issued to the Contractor, the "Waiver of Specification/Release Hold Point" sheet will be forwarded to the Contractor within five working days.

F. Recommended Clearances – Sleeve Bearings, Round Bores Only (Attachment 7)
If the Contractor is re-babbitting the motor babbit bearings, the Contractor shall adhere to the clearances shown on Attachment 7.

G. Dynamic Balance Certificate (Attachment 8) – All final balancing of the rotating element shall be conducted in the presence of FW's Condition Based Maintenance Supervisor, the FW Project Manager, or their designated representative.

H. Hold Points

The points defined within the specification as "Hold Points" are situations that warrant individual technical evaluation as to the method of repair, quality of substituted materials or components, or alternate procedures other than as specified herein. Should such situations develop during the progress of the work, no further work shall proceed without consent of the FW Project Manager.

2.3 Technical Specification

A. Motor Reconditioning

1. The routine reconditioning of a motor shall consist only of the following steps:

- a. Initial inspection and tests.
- b. Disassembly.
- c. Component inspection.
- d. Cleaning and baking.
- e. Varnish treatment and bake cycle.
- f. Reassembly and testing.
- g. Painting.

2. A routine reconditioning contains no major repairs. Major repairs include, but may not be limited to:

- a. Stator rewind.
- b. Core restacking.

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- c. Lead replacement.
- d. Securing loose rotor bars and retaining rings.
- e. Shaft straightening.
- f. Bearing repair or replacement.
- g. Shaft journal repairs.
- h. Exciter package repairs.

MOTOR RECONDITIONING HOLD POINT:

- If at any point during a reconditioning, major repairs are deemed necessary the Owner's representative, as shown on Attachment 3 (Operating Data Sheet), shall be contacted for approval (See Section 2.3.B for major repair work specifications and procedures).
- Data required by the Owner, as a result of inspections and tests performed during reconditioning, are outlined in Attachment 5 (Inspections Data Sheet).

3. Initial Inspection and Tests

- a. The motor shall be subjected to an insulation resistance test with polarization index as outlined in IEEE Std 43 (Sections 5.3 and 5.4). The insulation resistance test shall be performed for ten minutes as follows (IEEE Std 43-2013 Table 1 and Section 5.3):

1) Motors up to 600 volts	-use 500 VDC
2) 2.4 KV motors	-use 2,500 VDC
3) 4.1 KV motors	-use 5,000 VDC
- b. The polarization index shall be the ratio of the 10-minute resistance measurement and the 1-minute measurement. Insulation resistance findings must be temperature corrected to the 'Thermosetting' value per IEEE 43 Section 6.3 and Figure 5 with acceptable tolerance as found in Table 4 for further electrical testing.
- c. Motor shaft run out shall be measured. Run out measurements shall be made with a stationary indicator and keyways shall be inspected in accordance with the method described in ANSI/EASA AR100 Section 2 and Tables 2-1 to 2-6.
- d. Rotor end play shall be measured per IEEE Std 1068 Section 5.2 (incoming tests) and ANSI/EASA AR100 Section 2 (Mechanical)
- e. Mounting surfaces including Rabbet fits shall be inspected per ANSI/EASA AR100 Section 2 and Tables 2-8 to 2-10.

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4. Disassembly

a. Upon completion of initial inspection and testing, the motor shall be disassembled. Disassembly shall be performed per the procedure in IEEE Std 1068 Section 6. The following precautions shall be taken prior to disassembly.

- 1) Stencil identification and orientation on end bells- drive end (DE) and opposite drive end (ODE).
- 2) Mark proper fan orientation.
- 3) The coupling shall only be removed at the request of FW or, if it is required in order to complete disassembly of the motor. The Contractor shall request approval from the FW Project Manager prior to removing the coupling.

5. Component Inspection (IEEE Std. 1068 Section 6.2 for guidance):

- a. Rotor – The rotor shall be inspected for signs of physical damage. Retaining rings shall be checked for evidence of overheating and arcing. Additionally, the rotor shall be tested for loose bars and open circuits by use of a growler or sonic test method. The rotor will be balanced prior to reassembly as per Section 4.3.A.8.f. Rotor inspection and additional methods are found in ANSI/EASA AR100 Section 3.8 and IEEE Std 1068 Section 6.2.e) and Section 6.3.2.
- b. Stator – The stator shall be inspected for evidence of insulation faults, loose coils in slots, loose wedges, loose ties and blocking, signs of overheating and iron damage. Tightening of loose wedges, loose coils, blocking and repair of ties shall be performed as needed. Stator RTD's, thermocouples, and thermistors shall be resistance or continuity checked as needed. Stator inspection shall be performed per the procedure outlined in IEEE Std 1068 Sections 6.2 and 6.3.1.
- c. Shafts – The shaft shall be inspected for straightness, keyway condition, bearing journal and imperfections per ANSI/EASA AR100 Section 2 and IEEE Std. 1068 Section 6.3.2.2, and additional sections as appropriate based on the construction of the rotor.

SHAFT INSPECTION HOLD POINT:

- Should shaft run out exceed the following tolerances, Owner approval will be required before further action is taken:

<u>RPM</u>	<u>Run Out</u>
Less than 1,800	0.002 inch
More than 1,800	0.001 inch

- Measurements shall be taken at the end of the keyway extension. Keyways shall be machined to accept key steel

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to an interference fit. Journal run out and shaft imperfections shall be corrected by welding for direct coupled machines only or by providing a new shaft.

d. Bearings:

- 1) Roller and ball bearing fits shall be measured and compared with tolerances specified by the motor manufacturer. Bearings shall be replaced with SKF brand bearings. When replacing roller bearings that require periodic greasing, shielded pre-greased bearings shall be used where possible. Otherwise the bearing shall be replaced with the same style bearing as the original (e.g. shielded, sealed, open, covered, roller, etc.). Reference ANSI/EASA AR100 Section 2 and Tables 2-13 and 2-14 for fit guidance. Reference ABFMA 7 and 20 for all other tolerances. Inspection guidance and terminology are found in IEEE Std. 1068 Section 6.2.
- 2) No substitute bearing types will be allowed without the Owner's consent.
- 3) No knurling, peening, or adhesive shall be used as a means of retaining bearings on a shaft or housing.
- 4) Sleeve bearings shall be re-babbitted as needed, uniform in diameter, smooth internally, suitably grooved for proper distribution of lubricant, and fitted within tolerances specified by the motor manufacturer. If manufacturer's bearing data is not available, the maximum clearance between the bore of the bearing and the diameter of the shaft journal shall be determined by referring to Attachment 7. Re-babbiting shall be spun-cast and adherence greater than 98%.

BEARINGS HOLD POINT:

- The Contractor shall report any bearing requiring repair or replacement on the written repair quote and on the Work Performed Sheet (Attachment 5).

- e. Motor Housing: The motor housing and end bells shall be inspected for cracks or other damage. Reference ANSI/EASA AR100 Section 2 and IEEE Std. 1068 Section 6.2 for guidance.

6. Cleaning and Baking

- a. The stator shall be steam cleaned. Any solvents or soaps required shall be compatible with the motor insulation system. No steel wool or similar metallic pads shall be used for cleaning the stator windings or rotor of the motor. The stator shall be baked at a temperature of 250 degrees F – 300 degrees F for a period of two to three hours, or until sufficiently dry. The stator shall then be cooled down to 170 degrees F – 150 degrees F prior to varnish treatment. The oven shall be equipped with a water fire suppression system, and a temperature recording chart meter.

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CLEANING AND BAKING HOLD POINT:

- Should an alternative to baking be necessary, Owner approval will be required before further action is taken:
 - b. The rotor shall be cleaned, as needed, with a suitable solvent, and oven dried.
7. Varnish Treatment and Bake Cycle (Reference IEEE Std. 1068 Section 8.
- a. Random wound stators shall be subjected to two dip and bake cycles using a polyester or epoxy resin for rewinds, and a single dip and bake for reconditioning. Bake cycle time and temperature shall be in accordance with the resin manufacturer's recommendation. Resin shall be capable of Class H operation.
 - b. If moisture protection is specified on Attachment 3, the windings shall be given three vacuum-pressure impregnation treatments for rewinds and one for reconditioning.
 - c. If abrasion protection is specified on Attachment 3, a coat of polyurethane resin or silicone rubber shall be applied in addition to the resin treatment described in 4.3.A.7.a. and 4.3.A.7.b. Cooling passages shall not be blocked.
 - d. Form wound stators shall be subjected to one dip and bake cycle for reconditioning and two for rewinds as outlined in 4.3.A.7.a. The stator shall be inspected prior to and immediately after dipping to ensure the cooling vents are clear.

8. Reassembly and Testing

All work and final test results shall be recorded on the Work Performed Report (Attachment 5). The following tests shall be performed on the reconditioned motor (reference IEEE Std 1068 Section 8.13 for guidance on final testing with additional tolerance guidance in ANSI/EASA AR100):

- a. Insulation resistance – An insulation resistance test shall be performed as outlined in Section 4.3.A.3.a. for ten minutes. The acceptance value of resistance, measured in megohms corrected to 40 C shall be no less than 1 megohm per KV, where KV is equal to rating of motor in kilovolts. Insulation resistance findings shall be temperature corrected to the 'Thermosetting' value per IEEE 43 Section 6.3 and Figure 5 with acceptable tolerance as found in Table 4 for further electrical testing.

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INSULATION RESISTANCE TESTING HOLD POINT:

- Owner shall be notified if this reading is below 10 megohms for motors under 1000 volts and random wound motors and below 100 megohms for motors over 1000 volts and form wound motors.
- b. Polarization Index: A polarization index shall be calculated. The index is the ratio of the 10-minute insulation resistance measurement and the 1-minute measure. The minimum acceptable P.I. shall be 2.0 when the insulation resistance is below 5000 megohms at one minute and no less than 1.0 over 5000 megohms at one minute.

POLARIZATION INDEX HOLD POINT:

- Owner shall be notified if this reading is below 2.0 when the insulation resistance is below 5000 megohms after 1 minute, between 1 and 2 when the insulation resistance is over 5000 megohms, or below 1.0 at any time.
- c. Phase Balance: A phase balance test shall be performed at 20% rated voltage. The maximum unbalance in line currents shall be 5%.
- d. High Potential: An AC high potential test shall be performed for a duration of one minute. Applied test voltage shall be as follows:
 - 1) Reconditioned coils 0.6 (2E+1000)vac
0.96(2E+1000)vac
 - 2) New coils (2E+1000)vac
1.7(2E+1000)vac

Where E equals phase to phase operating voltage.

- e. Winding Resistance: Winding resistances and ambient temperature of the equipment shall be measured and recorded. Winding resistance shall be normalized to 25C per IEEE 112 and IEEE 1068.
- f. Dynamic Balance: Rotors shall be dynamically balanced per API 610 4W/N and in the presence of the FW Condition Based Maintenance Supervisor and the FW Electrical Supervisor, or their designated representative. (Note: API 610 4W/N is lower than ISO 1940.1 G 1.0 and is equivalent to ISO 1940 G0.7).
- g. No Load Run: The motor shall be run at rated voltage, non-loaded until bearing temperatures stabilize (no change by more than 2 degrees over 20 minutes), bolted to metal bed plate, during which the following parameters shall be measured and recorded at 10-minute intervals:

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- 1) Load Current
- 2) Bearing Temperature
- 3) Overall vibration maximum amplitude at any RPM shall be as identified in IEEE 1068 Tables 11 and 12.
- 4) RPM
- 5) Rotation shall be compared with original direction
- 6) In addition, the uncoupled acceleration time and peak starting currents shall be recorded on the work sheet for across-the-line starts. For any motor that FW designates that is not to be started across-the-line but only by reduced voltage means, shall not be started across-the-line but shall be started for the shop tests using reduced voltage starters that limit the motor current to no more than 5 times full load nameplate current.

h. Miscellaneous

- 1) Direction of rotation shall be marked on the motor and recorded.
- 2) End play for sleeve bearing applications shall be measured and recorded.
- 3) Bearing and bearing journal data shall be measured and recorded.
- 4) Magnetic center shall be marked.

i. Surge Comparison Tests: The voltage levels shall be at $2E + 1000$ volts AC for the high frequency/surge comparison test.

j. Air gap shall be measured and recorded at 12:00, 3:00, 6:00 and 9:00 o'clock positions according to the instructions given on Attachment 5.

9. Painting: The motor shall be painted with paint specified on Attachment 3. Shaft extensions shall be sprayed with a preservative. Reference IEEE 1068 Section 8.10.

B. Major Repair

1. In cases where major repair is necessary, the Contractor shall perform the following procedures as outlined in Section 4.3.A.1 Motor Reconditioning, as well as the major repair:
 - a. Initial inspection and tests.
 - b. Disassembly.
 - c. Component inspection.
 - d. Cleaning and baking.
 - e. Varnish treatment and bake cycle.
 - f. Reassembly and testing.
 - g. Painting.

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2. Data required by the Owner from results of inspections and tests performed during a major repair is outlined on Attachment 5, Inspection Data Sheet. The items listed shall apply as the individual case dictates upon Owner's approval.
3. Stator Rewind
 - a. All winding data shall be recorded prior to stripping stator conductors, i.e. wire size, number of turns, pitch, winding connections, etc.
 - b. A core loss test shall be recorded on Attachment 4. Following winding removal, a second test shall be performed.

STATOR REWIND HOLD POINT

- Should the measured core losses in watts per pound or the core loss test exceeds 6 watts per pound at 1T when tested per IEEE Std 422 or hot spots greater than 10C, or an increase of the second test exceed those of the first, the Contractor shall notify FW prior to further repair activity.
- c. Only if necessary, the old windings shall be burned out of the stator in a burnout oven with adequate temperature controls in order to provide uniform heating and cooling, thus preventing warping and cracking of the frame, deterioration of the core plate treatment on the laminations, and impairment of the magnetic qualities of the core. The oven shall be equipped with a water fire suppression system and a temperature recording chart meter. The temperature used for roasting shall not exceed 700 degrees Fahrenheit. Additional stripping methods are found in IEEE Std 1068 Section 8.2.

STATOR STRIPPING METHOD HOLD POINT

- Stripping methods other than burnout oven may be applied with Owner consent.
- d. After the windings have been removed, the stator laminations shall be thoroughly cleaned by blowing out with compressed air and removing any foreign matter by hand. The stator slots shall be clean and free of sharp edges or particles.
 - e. Laminations shall be inspected for damage. Any minor iron damage shall be corrected by hand filing and separating laminations to eliminate shorts. All burrs and rough edges shall be corrected prior to the rewinding procedure. Corrections shall be made regardless of whether the imperfections existed originally in the stator iron or were caused by the stripping operation.

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**STATOR DAMAGED LAMINATIONS OR IRON
REPLACEMENT HOLD POINT**

- Should major core damage require restacking of laminations, a digital photo of the damaged area shall be submitted to the Owner or Owner inspection will be required prior to repairing damaged laminations or iron replacement.
- f. The repaired stator shall be loop checked and hot spots greater than 10C shall be corrected.
- g. The suspected cause of iron damage shall be listed on Attachment 4.

**STATOR MOTOR LEAD REPLACEMENT HOLD
POINT**

- Should motor lead replacement be required, FW shall be notified prior to replacement concerning lead length, designations, termination hardware, etc.
- h. The stator shall be rewound in accordance with Section 4.3.C Winding Materials and Insulation Requirements.
- i. Where slot space permits, coil copper size shall be increased, with prior approval of FW Electrical Supervisor, when doing so will increase the motor efficiency and the increased starting current can be accommodated by the motor controller.
- j. Coils shall be securely tied to surge rings and adjacent coils. Surge rings shall be rigid.
- k. The stator coils shall fit in the stator iron parallel to the slot. Where extra room exists between the coil and the iron, either a slot cell (if originally designed with one) or side filler shall be used to make a more intimate fit between the coil and the iron.
- l. The connections between coils and groups shall be horseshoed (e.g. U-shaped) to permit continuous taping over all brazed joints.
- m. The coil extensions shall be tied to one or more surge rings and shall be suitably blocked between coils on both the inside and outside of the coil extensions.
- n. The jumpers shall be uniformly laid and placed around the periphery of the connection.
- o. Motors with form wound coils shall not be converted to random wound.

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- p. Tie cord used to secure the wires in the end turns shall be, at a minimum, 100 lb. test Dacron, stranded cord.
- q. Motor stators containing stator RTD's, thermocouples, or thermistors shall be rewound with devices rated the same. RTD's are to be 3-lead and added to old motors at a minimum of two per phase. Owner shall indicate if a greater quantity is desired. When possible, the Contractor shall arrange RTDs in the same position as the original winding, or evenly spaced if unknown or new.

4. Rotor Repair

ROTOR REPAIR HOLD POINT

- Any repair activity involved with securing loose rotor bars and retaining rings shall be brought to the attention of the Owner prior to beginning the activity.

5. Shaft Straightening

SHAFT STRAIGHTENING HOLD POINT

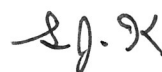
- Any shaft straightening procedure shall be brought to the attention of the Owner prior to beginning the activity. Shafts shall be straightened by heating or jacking to meet the following run out requirements:

<u>RPM</u>	<u>Run Out</u>
Less than 1800	0.002 in.
More than 1800	0.001 in.

C. Winding Materials and Insulation Requirements

1. Winding Materials

- a. Magnet wire in coils shall be copper.
- b. Form wound coils shall not be converted to random wound.
- c. Lacings and ties shall be made with glass cord or tape, or woven Dacron tape.
- d. Wedges, fillers, blocks, and winding material shall be suitable for Class "H" operation.
- e. Shrink tapes are not acceptable.


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2. Insulation Requirements

a. Form Wound Coils:

- 1) All materials in the insulation system shall be rated for Class "H" operation.
- 2) Strand insulation shall consist of fiberglass, Dacron-glass wrap or mica tape applied over epoxy or polyester resins, Class "H" enamel, or Kapton applied to the wire as dictated by the volts per turn rating of the coil. Reference IEEE Std 1068 Section 8.5.3.
- 3) Ground wall insulation shall consist of Nomex® such as Nomex-Milar-Nomex or Dacron-glass backed mica paper or an equivalent mica flaked tape. Ground insulation shall be compatible with epoxy or polyester resin used during vacuum-pressure impregnation.
- 4) Nomex or polyester glass armor tape shall be applied on the outside of the coil for mechanical protection.
- 5) For sealed coil applications a partially cured epoxy coated polyester or polyester glass tape shall be applied to the outside of the coil in addition to the requirements stated above. Lead areas shall be sealed with compatible epoxy putty.

b. Random Wound Coils

- 1) All materials in the insulation system shall be rated for Class "H" operation.
- 2) Minimum thickness for stator slot insulation material shall be 0.15 inches.
- 3) All ground wall insulating material shall extend beyond the edge of the stator iron in a uniform manner and shall be cuffed.
- 4) Slot separators shall be used between coils in all stator slots.
- 5) Phase insulation in the winding end turns shall be resin treated glass cloth or equivalent to provide positive separation between phases in the event of varnish degradation caused by excessive temperature above the motor rating.
- 6) Sleeving used on stator connections shall be acrylic coated fiberglass or equivalent rate 4,000 volts or higher.
- 7) Leads shall be GE Vulkaflex or equivalent for open enclosure motors and silicone rubber covered with glass braid or equivalent for totally enclosed motors.
- 8) Stator shall be subjected to two dip and bake cycles as outlined in Section 2.3.A.7 or as directed by Owner.

2.4 Repair Facility Requirements

A. Repair Facility Capabilities

1. Facility shall be capable of performing all balance work (**no subcontracting will be authorized**).

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2. Facility shall be capable of starting 3-phase, 4160 volt, 3050 HP vertical motor.
3. Facility shall be capable of starting 3-phase, 4160 volt, 1800 HP horizontal motor.
4. Facility shall allow for FW staff to safely witness testing.

B. Repair Facility Location

The Contractor's repair facility shall be located within a four-hour drive from FW's main office located at 8570 Executive Park Avenue, Fairfax, Virginia, 22031, Fairfax County, Virginia.

2.5 Future Work Time of Performance

- A. All motor repairs shall be performed and completed in accordance with the delivery lead time included in the written quote. Failure of the Contractor to perform within the stated deadlines may jeopardize FW's ability to provide water to its customers and may result in FW terminating the contract with the Contractor for cause.
- B. By having submitted a proposal in response to solicitation IFB 21-054, Contractor agrees **without exception** that for all future work quoted they shall meet the delivery lead times as specified in their written quote. Contractor further attests that they shall provide FW expedited services as required to complete all future work without additional cost (See Section 2.7).

2.6 Transportation

The Contractor shall furnish all transportation services to pick up and return motors to the designated FW facility. All deliveries to FW shall be FOB Destination. Transportation costs shall be included in the Contractor's labor rates or listed separately. Fairfax Water will not pay any additional or separate charges for transportation not included on the bid price.

2.7 Priority Customer

The Contractor understands and acknowledges that FW provides services that are essential to the health and welfare of the public. Failure of the Contractor to perform the services described herein in a timely manner may jeopardize FW's ability to provide essential services which may affect the health and welfare of the public served by FW. In the event of material shortages at any level of the production to delivery chain, the Contractor agrees and affirms that FW shall be given the earliest possible notice and the highest priority for allocation of all goods and services specified herein. To the extent that the Contractor must prioritize and allocate delivery among its customers, the requirements of FW shall be honored before goods and services are provided to any customer with no obligations with regard to the public health and welfare. To the extent that availability of repair parts, or Contractor staffing including subcontractor staffing, is insufficient to meet the requirements of all the Contractor's

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customers who are responsible for the health and welfare of the public, the goods shall be allocated in a manner deemed to be fair and reasonable to all such clients.

2.8 Time Is Of The Essence

Time is of the essence: **Repair services shall be performed within the time specified on the Contractor's Bid Submission Form or otherwise set forth on the applicable Purchase Order.** Notwithstanding the foregoing, the Contractor shall not be deemed to have breached the terms and conditions of the Contract Documents to the extent any delay is due to circumstances beyond its reasonable control and without the fault or negligence of the Contractor, provided that the Contractor first shall have provided Fairfax Water with written notice (to include facsimile or e-mail) of any such delay within five days after the occurrence of events or circumstances causing the delay.

2.9 Use of Subcontractors

- A. The Contractor shall be responsible for all products and services described and defined herein. The use of any subcontractor is prohibited unless the Contractor proposed to use a subcontractor at the time of bid submission. The only RAM Industrial Services subcontractor authorized to perform Work on any FW owned equipment is:

**Advanced Rotors
273 County Road 520
Hanceville, Alabama 35077
256-352-5150**

- 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 property damaged property, and all such work must be approved by FW Project Manager.

2.10 Delays

- A. By the Contractor: After issuing a 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 any means available to FW, including but not limited to contracting with another supplier to complete the repairs. Any additional repair costs incurred by FW as a result of unacceptable delays on the part of the Contractor may be passed onto the Contractor. This is not a limitation of FW's legal rights to recover damages due to Contractor default in any other way.

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- B. By FW: The Contractor shall not be responsible for delays caused by FW, its agents, or other FW Contractors. To the extent that the Contractor is unable to proceed due to the actions or inaction's of FW, its agents, employees or other FW Contractors, the Contractor shall be granted an extension to the delivery schedule equal to the documented amount of time the Contractor was prevented from performing work. The Contractor shall not be eligible for damages as a result of FW delays.

2.11 Site Safety and Access

- A. The Contractor shall schedule and coordinate the Work and install temporary facilities as required to maintain continuous operation and access to existing equipment in the area of Work. The Contractor shall not commence retrofit work until authorized by the FW Project Manager. The Contractor is advised that FW may, at its sole discretion, delay or stop work as required to ensure continuous and reliable operation of the facility, especially during peak flow events.
- B. The Contractor shall secure the Site and all areas of Work to prevent access and the potential for injury to its employees, FW employees, its agents, and others by construction and installation of temporary guard-rails, fencing, barricades, highway cones, warning signs/tape, etc. and/or other appropriate means, and as directed by the FW Project Manager. Such hazards include but are not limited to mechanical hazards, electrical hazards, surface irregularities or construction tools and equipment.
- C. FW shall have the right to deny access to the Site, or require the Contractor to remove from the Site, any individual who has exhibited violent, abusive, or threatening behavior or conduct.
- D. FW may limit, restrict, or prohibit access to areas of the Site on a permanent or temporary basis. When access to such restricted areas is required by the Contractor to perform the Work, the Contractor shall obtain permission from the FW Project Manager and shall comply with such conditions or limitations to access as may be imposed by the FW Project Manager.
- E. FW may restrict parking or require parking permits for vehicles to be brought onto the plant. The Contractor shall be responsible for arranging transportation for its personnel to reach the job sites from whatever parking area is provided by FW.

2.12 Superintendence by Contractor

- A. The Contractor shall have a competent Field Supervisor, satisfactory to FW, on the job site at all times during the progress of the Work. The Contractor shall be responsible for coordinating all portions of the Work under contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Project Manager, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

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- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the project. The Contractor shall not employ on the Project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, FW or FW's separate Contractors and their subcontractors.
- C. FW may, in writing, require the Contractor to remove from FW property, any employee FW deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

3.0 STANDARD TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

3.1 Annual Economic Price Adjustment

- A. Contractors may submit a request for a contract price increase once annually. Any annual increase in prices or rates shall be limited to the most recently published Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria (unadjusted for seasonal changes) for the 12-month period ending 90 days prior to the end of the then current contract year.
- B. If the CPI-U for Washington-Arlington-Alexandria is not the appropriate index for the item(s) being bid, the bidder may substitute any other single BLS price index (e.g. Producer Price Index – metals) providing that the substitute price index constitutes the greatest component of the contract item. Multiple price indexes will not be considered for the same bid item. Bidder must specify the specific BLS Group and BLS Item that is to be used (e.g. BLS Group: Metals and products; BLS Item: Pressure pipe and fittings, ductile iron (BLS Series ID# WPU10150237) on their Bid Submission Form. The specific BLS index identified by the Bidder on their Bid Submission Form will be used for the duration of the contract. If the substituted BLS index is discontinued by the BLS during any contract term, the Bidder may submit a request to the Procurement Contact to change the substituted BLS index to a different BLS index so as long as the newly substituted BLS index meets the requirements of this paragraph. If an alternate BLS index does not exist, or if the Contractor fails to request a change in the BLS index, the Contractor will automatically revert to the CPI-U for Washington-Arlington-Alexandria for the remainder of the contract terms.
- C. Any request for contract price increases must be submitted at least 60 days prior to the end of the then current contract year.
- D. 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 canceled the contract.
- E. Negative BLS index: If the agreed upon index is a negative number the contractor shall reduce contract rates by the same amount for new contract year.

3.2 Anti-Discrimination

By submitting a bid, 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:

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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.

3.3 Antitrust

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

3.4 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.

3.5 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.

3.6 Compliance with Laws, Regulations and Codes

The Contractor hereby represents and warrants that:

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

3.7 Contract Formation

- 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:

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1. The Contract including any Amendments or Change Orders;
 2. All Purchase Orders;
 3. Any Addenda to this RFQ;
 4. This RFQ (including all Appendices and Attachments hereto); and
 5. The Bidder's completed Quote Submission Form (including any drawings and submittals).
- B. 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.

3.8 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, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor'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.

3.9 Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this IFB. The use of subcontractors is prohibited unless:
1. A request to include a subcontractor is included in the bid and,

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2. The Bidder 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 property damaged property, and all such work must be approved by FW Project Manager.

3.10 Ethics in Public Contracting

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

3.11 Examination of Records

Bidder 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.

3.12 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.

3.13 Indemnification and Responsibility for Claims and Liability

With respect to any contract that results from this solicitation, Bidder 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 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

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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.

- E. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting contract and shall save FW harmless from any loss, including Attorneys' fees arising out of any such claim.

3.14 Insurance

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, any Bidder 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. A Bidder's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Bidder 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
<i>For Construction Contracts:</i>	
◆ Directors & Officers – Errors & Omissions	\$2,000,000

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- 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 \$1,000,000 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.

3.15 No Waiver or Estoppel

Neither the inspection by FW nor any of its employees, nor any payment of money, nor payment for, nor acceptance of any Commodity by FW, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies provided in this Contract to FW shall be construed as cumulative and shall be in addition to each and every other remedy herein provided. Neither FW, nor any officer, employee, or authorized representative of FW, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract by any officer, employee or authorized representative of the Owner, at any time either before or after final completion and acceptance of the Work and payment therefore from: (a) showing the true and correct classification, amount, quality, or character of the Commodities delivered, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Commodities or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any overpayment made to the Contractor or such damages as FW may sustain by reason of the Contractor's failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

3.16 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by FW, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this IFB, nor of any power herein reserved to FW, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of FW to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

3.17 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. Bidders shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 3. The contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work

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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.

3.18 Payment

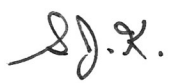
- A. Invoices: All invoices shall be submitted directly to the FW Accounts Payable department by mail, fax, or e-mail. Invoices shall include the FW Purchase Order and the Contractor's FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may 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. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- D. Refunds: If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- E. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

3.19 Price Firm Period

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

3.20 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


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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.

3.21 Taxes

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

3.22 Termination of Contract

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

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

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

3.23 Virginia Freedom of Information Act

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

3.24 Faith-Based Organizations

FW does not discriminate against faith-based organizations.

3.25 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.

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3.26 Severability

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

3.27 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or FW, the Contractor shall be duly licensed to provide the goods and services required to be delivered pursuant to this Contract.

3.28 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with FW pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. FW may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

3.29 Drug-free Workplace to be Maintained by Contractor*

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

3.30 Employment Discrimination by Contractor Prohibited; Required Contract Provisions*

The following provision is required to be in every contract of more than \$10,000 (Virginia Public Procurement Act, § 2.2-4311)

A. During the performance of any ensuing 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, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there 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 the requirements of this section.

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- B. 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.

3.31 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.

3.32 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.

3.33 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.

3.34 Contractual Disputes *

- A. 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 Contractor's intention to file such claim must:
1. Be delivered to the attention of FW's Procurement Representative assigned to this contract not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
 2. 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 Contractor will not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless the Contractor 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 Contractor being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be the Contractor'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.
- B. 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.

3.35 Warranty

- A. 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 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

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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.

- B. Work not conforming to these warranties shall be considered defective.
- C. 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.

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 Contract.

4.0 COMPENSATION

Compensation for the services defined herein shall be in accordance with the following:

Cost of Repairs and Parts Based on Vaughen's Guide

Pricing for all repairs and parts shall be based on the Vaughen's Price Guide and the awarded labor rates shown in the Labor Rates section below. In the event the Contractor must provide materials or equipment rental not included in the pricing guide, then compensation will be based on the Contractor's actual cost to supply the materials or equipment rental. In these circumstances, the Contractor shall include a copy of their supplier's invoice with all invoices submitted to FW.

Discounts Offered by Motor Horse Power

Discount off Vaughen's Guide for motors greater than 60 hp up to 600 hp (includes all makes & models, AC & DC, high & low voltage, high & low RPM, single & three phase):

20%

Discount off Vaughen's Guide for motors greater than 600 hp (includes all makes & models, AC & DC, high & low voltage, high & low RPM, single & three phase):

30%

Labor Rates

FW Onsite Labor – Regular Time \$125.00/hour
(Monday–Friday, 7:30 a.m. through 5:00 p.m.)

FW Onsite Labor-Overtime. \$165.00/hour
(Monday-Friday, 5:00 p.m. through 7:30 a.m weekends and holidays)

In Shop Labor – Regular Time \$75.00/hour
(Monday–Friday, 7:30 a.m. through 5:00 p.m.)

In Shop Labor – Overtime \$95.00/hour
(Monday-Friday, 5:00 p.m. through 7:30 a.m weekends and holidays)

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Contact Person

Contact for Normal Working Hours:

Myles Miller, 717-230-1731 or Michelle Booth, 717-585-6487

Contact for Emergency Calls (outside normal FW working hours):

Call 877-916-8018, press the voice prompt number to reach a live RAM employee 24/7

Repair Facility Capabilities

Please check the following for Repair Facility capabilities:

- Facility capable of performing all balance work (no subcontracting).
- Facility capable of starting 3 phase, 4160 volt, 3050 HP vertical motor.
- Facility capable of starting 3 phase, 4160 volt, 1800 HP horizontal motor.
- Facility allows for Owner personnel to safely witness testing.

Repair Facility Address:

RAM Industrial Services
2850 Appleton Street, Suite D
Camp Hill, Pennsylvania 17011

FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue
Fairfax, Virginia 22031

RAM INDUSTRIAL SERVICES
2850 Appleton Street, Suite D
Camp Hill, Pennsylvania 17011

Procurement Contact:
Tammy Spinks, Buyer II
Phone: 703-289-6275
Email: tspinks@fairfaxwater.org

Contactor Point of Contact:
Myles Miller
Phone: 717-230-1731
Email: myles.miller@iss-na.com

By: 

Name: Jamie Bain Hedges, P.E.

Title: General Manager

Date: 11/15/2021

By: 

Name: Sheldon King

Title: RES East Coast VP Sales

Date: 11/3/2021