

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 16th day of November 2018, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **ELECTRIC MOTOR & CONTRACTING CO., INC.**, hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

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

The Contractor shall provide as needed vertical and horizontal pump repairs as described and defined herein.

All services provided shall be in accordance with the following, in order of precedence: this Agreement for Service assigned Fairfax Water Contract No. 2018-085 ("Agreement" or "Contract"); the Contractor's Bid Submission dated October 2, 2018; and FW's Invitation for Bid (IFB) No. 18-89 dated August 29, 2018, (including all addenda), (both of which are incorporated into this Contract by reference). In the event that the IFB and the Contractor's Bid Submission Form 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

The term of the contract shall be from December 12, 2018 through December 31, 2023. Annual Contract 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 canceled the contract.

2.0 SPECIFICATIONS/SCOPE OF SERVICES

2.1 Overview

- A. FW has a variety of vertical and horizontal pumps in service at 14 facilities located throughout Fairfax County. The pumps are deemed mission-critical, therefore, all repairs shall be completed in accordance with the specifications, terms and conditions of Request for Quote submitted by the Fairfax Water Project Manager for each repair project.
- B. Attachment 1, Critical Pump List, contains a list of pumps currently in use. The list is provided for reference purposes only as FW expects the Contractor to provide the highest

priority to all service requests. The Contractor is hereby advised that the equipment listed on Attachment 1 may be updated during the course of the contract, depending upon the needs of FW.

2.2 Mandatory Requirements for all Future Work

- A. Contractor Personnel: The Contractor shall either directly employ or subcontract with a NACE Level 1 Coatings Inspector that shall certify all coatings applied to any FW owned and repaired pump is in compliance with these specifications or the OEM recommendations, whichever is stricter.
- B. Contractor shall subcontract out all required Ultra Sound testing (UT) to an independent third-party company.
- C. FW will issue a written request for quote (RFQ) to the Contractor. The RFQ will identify the pump to be repaired, the anticipated repairs, and the required turn-around or delivery time. The Contractor may also be requested to make a site visit to the FW facility to evaluate the pump with FW staff. If a site visit is required, the Contractor shall report to FW within 2 business days of receipt of the RFQ. If the Contractor does not respond to the FW Project Manager by the deadline, they will be deemed non-responsive to that particular repair project. If the Contractor fails to respond to two consecutive RFQ's, the Contractor will be deemed non-responsive and the Contract shall be terminated for cause.
- D. After completing the site visit, if one is required, or upon receipt of the FW RFQ, the Contractor shall submit a written quote to the FW Project Manager within **3 business days**. The Contractor's written quote shall include, at a minimum:
 - 1. A complete scope of work to repair the pump.
 - 2. All labor hours, by type, quantity, unit cost and extended cost.
 - 3. All materials listed by manufacturer and manufacturer part number, quantity, unit cost and extended cost.
 - 4. Total number of calendar days required to complete repairs after receipt of written order to proceed.
 - 5. The Contractor may include written recommendations for substitutions that will increase pump 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.
- E. FW will base all future work awards on total cost to repair the pump or the time to complete lead-time, whichever is in the best interest of FW for each repair project.

- F. Once awarded the work the Contractor shall have **2 calendar days, or longer as specified by the FW Project Manager in the notice to proceed**, to retrieve the pump from the FW facility and transport it to their repair facility. The Contractor shall then have an additional **2 business days** to further evaluate the pump and submit the following items to the FW Project Manager:
1. A Contractor generated Pump Inspection Report to include digital pictures of areas requiring repair. The Pump Inspection Report shall include a detailed inspection of all parts, complete with all "As Found" dimensional data for bearing coupling and register fits.
 2. The completed FW Data Sheet.
 3. After completing an inspection of the internal components of the pump, the Contractor may determine that extensive repairs or supplier lead time will impact the originally quoted time for completion. In all such cases, the Contractor shall contact the FW Project Manager to propose an extended time for completion which includes a detailed explanation for the delayed delivery time and any other documentation that may help to justify the delay. The decision to extend the Contractor's time for completion will be at the sole option and discretion of the FW Project Manager.
 4. A revised quote, if warranted, based on the outcomes of Paragraphs 2.2.F. 1, 2., and 3. *If a revised quote is necessary, it shall contain all mandatory requirements of Paragraph 2.2.D.*
- G. The Contractor shall not proceed with any repairs until receiving written approval to proceed with the repair from FW.
- H. FW will not accept any reconditioning or spray welding on any pump shaft repair. Contractor shall provide an OEM replacement shaft or manufacture all new shafts in accordance with the specifications provided in the FW RFQ Scope of Work.
- I. All pump coatings shall be in accordance with Paragraph 2.3, in its entirety, **without exception**, and shall be certified by a NACE Level 1 Coatings Inspector to ensure compliance with the specifications.
- J. Pump Removal: For all future work FW reserves the right to perform removal of any pump using FW employees and FW owned equipment. The Contractor will be notified of the requirement to remove a pump as needed, and if so directed shall include the cost for the pump removal in the written quote.
- K. Crane Services: FW will provide a crane as needed to remove or reinstall a pump.

L. Transportation:

1. Transportation: For all future work, all costs associated with transportation shall be included in the transportation costs as quoted to the FW Project Manager. All pumps shall be transported by the Contractor, at the Contractor's risk.
2. DOT Permit: The Contractor shall obtain, at its sole expense, any all required DOT hauling permits from the appropriate jurisdiction. All permit costs shall be included in the quoted transportation price.

M. Pump Re-installation: For all future work FW reserves the right to re-install the repaired pump using FW employees and equipment. In such instances, re-installation shall be under the direction and supervision of the Contractor's field service engineer. A written statement signed by the Contractor's representative, as depicted in FW's Pump Installation Checklist shall be provided verifying the pump was re-installed properly and that the warranty is intact. In addition, the appropriate Preliminary Check List shall be completed and signed by the Contractor's authorized representative.

N. Field Service:

1. For all future work the baseline vibration readings of the repaired pump shall adhere to the Hydraulic Institute Standards or .19 inches/second peak "filtered velocity", whichever is more stringent, as measured by FW staff in the presence of the Contractor's field engineer.
2. For all future work, if the repaired pump does not meet this Mandatory Requirement, the Contractor shall be responsible for all costs to bring the repaired pump into compliance at no additional cost to FW. FW reserves the right to invoice or back charge the Contractor for any additional FW internal labor, equipment or material charges incurred by FW as a result of the Contractor's non-compliance with this Mandatory Requirement.

O. A material certificate shall be submitted to FW for all metals included in the repair.

P. Dynamic Balance Certificate: When a dynamic balance test is performed, a Dynamic Balance Certificate shall be submitted to the FW Project Manager. The Contractor may use the FW provided Dynamic Balance Certificate for reporting purposes or their own form that presents all required information in a clear and easily understandable format. FW reserves the right to require all Contractors to use the FW provided Dynamic Balance Certificate if the Contractor's form is deemed unacceptable by FW.

Q. At the direction of FW, shafts shall be ultra sound tested by an independent third-party prior to machining. The third-party testing company shall provide a written report to the Contractor that guarantees the shaft has no imperfections or is in danger of prematurely failing. The UT report shall be submitted to FW with the Balance Certificate.

2.3 Coating Materials and Performance Requirements

A. Approved Paint: Carboline Carboguard® 891 VOC– White, unless otherwise specified.

B. Coating Materials

1. All coatings shall be NSF/ANSI 61 approved for use with drinking water system components and of the type as manufactured for the purpose intended and shall be applied in accordance with the manufacturer's Product Data Sheet.
2. All coatings shall be in manufacturer's originally sealed containers bearing the manufacturer's labels identifying the paint type, color and batch number.
3. All materials used on the project shall be from the same manufacturer. For multi-coat systems, each coat shall be of a contrasting color. The color of the final top-coat shall be chosen to ensure that the last coat achieves adequate hiding power and provides a solid and consistent visual appearance.
4. Materials shall be stored in a designated space with temperatures of no less than 40°F (4.5°C) and no more than 110°F (43°C).
5. No adulterant, unauthorized paint thinner/reducer or other material not included in the paint formulation shall be added to the paint for any reason.

C. Surface Preparation

1. Pre-Cleaning:
 - a. Contaminants such as oil, grease, dirt, etc. on the substrate shall be removed in accordance with SSPC-SP 1 Solvent Cleaning.
 - b. All weld seams shall be cleaned of rust, slag and adherent mill scale, and all weld spatter shall be removed in accordance with SSPC-SP 2 Hand Tool Cleaning and/or SSPC-SP 3 Power Tool Cleaning.
2. Dry Abrasive Blasting:
 - a. All surfaces to be painted or coated shall be prepared in a workmanlike manner and in accordance with the manufacturer's Product Data Sheet, to obtain a clean and dry surface that is properly prepared for coating.
 - b. Prepare the clean, dry substrate by dry-abrasive blasting in accordance with surface preparation standard NACE No.2/SSPC-SP 10 Near-White Metal Blast Cleaning.

- c. After dry-abrasive blasting, all grit, dust and other surface contaminants shall be removed and the prime-coat shall be applied within four (4) hours of completion of blasting or before any detrimental corrosion or recontamination occurs.
- d. No coating shall be applied prior to the inspection and approval by Fairfax Water.

3. Coating Application

- a. All Coatings shall be applied in strict accordance with the paint manufacturer's Product Data Sheet. All work shall be performed by skilled workmen in a safe and workmanlike manner that is satisfactory to Fairfax Water.
- b. Environmental Testing: Immediately prior to, during, and after (when applicable) any coating application, environmental testing shall be performed by the Inspector to ensure that the surface temperature of the substrate is at least 5°F greater than the dew point in the immediate area where coating is to take place in accordance to ASTM D3276-00 Standard Guide for Paint Inspectors (Metal Substrates).
- c. Environmental Controls/Enclosures: In the event that any environmental controls (heaters, dehumidifiers, enclosures, etc.) are needed in order to obtain acceptable conditions for coating, acceptable environmental conditions shall be maintained during the coating's drying time.
- d. Paint Mixing: All coatings shall be mixed and thinned/reduced, and all sweat-in/induction and pot-life times shall be in accordance with the manufacturer's product data sheet and instructions. All paint containers shall be tightly closed except when paint is being withdrawn.
- e. Stripe Coating: A stripe coat is a brushed coat of paint that is applied prior to a full coat of paint being applied to an entire surface. A Stripe Coat application shall be applied prior to the prime coat, intermediate coat and top coat. At a minimum, the following areas shall have a stripe coat application prior to each coat:
 - 1) Edges
 - 2) Weld Seams
 - 3) Outside Corners
 - 4) Nuts and Bolts (heads and threads)
 - 5) Crevices
- f. Dry Film Thickness (DFT): The application of each coat shall be at the rate required to achieve at least the minimum, but not more than the maximum, DFT specified in the manufacturer's product data sheet. Each coat shall be inspected in accordance with SSPC-PA 2 Measurement of Dry Paint Thickness with Magnetic Gauges or DT 7091-13 Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals.

- g. **Drying/Recoat Minimum and Maximum Times:** All subsequent coatings shall be applied within the timeframe (minimum and maximum) listed on the drying schedule on the manufacturer's Product Data Sheet.

2.4 Future Work Time of Performance

- A. All pump repairs shall be performed and completed in accordance with the delivery lead time quoted in response to the FW written RFQ and as formally accepted and awarded by FW. 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. The Contractor agrees without exception that for all future work quoted and awarded, they shall meet the delivery lead times as specified in their final written quote. The Contractor further attest that they shall provide FW expedited services as required to complete any and all future work awarded.

2.5 Priority Customer

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

2.6 Delays

- A. By the Contractor: After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such a declaration is made, FW reserves the unilateral right to cure the default by any means available to FW, including, but not limited to, the right to recover any additional costs, lost funds and/or related expenses. This is not a limitation of FW's legal rights to recover damages due to Contractor default in any other way.
- B. By FW: The Contractor shall not be responsible for delays caused by FW, its agents, or other 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 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.

2.7 Contractor's Compliance and Safety Program

- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
 - 1. The Virginia Uniform Statewide Building Code,

2. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes),
 3. Virginia Department of Health (VDH) regulations,
 4. Virginia Department of Environmental Quality (DEQ) regulations, Virginia-OSH (VOSH) regulations, and
 5. National Electric Code (NEC).
- B. The Contractor shall have a written safety program that complies with all applicable OSHA and VOSH standards for General Industry regulations, and a written Permit Required Confined Space Entry Program that complies with VOSH Standard Confined Space Entry Standard 1910.146. A copy of these programs shall be provided to FW with the Contractor's general safety program not later than seven days after contract award and before beginning work.
- C. When working in a confined space, the Contractor shall utilize only personnel trained for confined space entry and shall provide all entry equipment including atmospheric test equipment.
- D. Hard Hat Area: Contractor's employees shall wear hard hats while working outdoors at the work site.

2.8 Use of Subcontractors

- A. The Contractor shall be responsible for all products and services as required by this Agreement for Service. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- B. The Contractor's approved Subcontractor List is attached as Attachment #2 to this Agreement for Service and is hereby incorporated into and made part of this Agreement for Service.
- 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.

2.9 Warranty

- A. Materials and repairs shall be fully guaranteed against defects in material and workmanship for a period of 12 months with no deterioration in the pump operating condition while monitoring pump vibration, bearing lubrication, water flow rates, noise, and temperature rise. The pump repair warranty period shall not start or become effective until final acceptance of the pump repair by FW.

- B. 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 office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- C. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- D. If at any time, any contract item fails to conform to the contract specifications, the Contractor shall, at no additional cost to FW, promptly replace the defective item. If the Contractor is unable to remedy such nonconformity during a time period consistent with the requirements, FW may undertake to remedy the nonconformity and in such case Contractor shall reimburse FW for any costs thereby incurred.
- E. Work not conforming to these warranties shall be considered defective.
- F. 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.
- G. In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this Service Agreement.

NOTE: Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

3.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

3.1 Annual Economic Price Adjustment

- A. Initial prices or rates and all subsequent renewal prices or rates shall be guaranteed for a minimum of 12 months.
- B. Contractor may submit a request for contract price increases once annually for each renewal year. 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.

- C. 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 may specify a different index for different bid items based on the conditions identified above. 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).
- D. 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

- A. 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.
- B. During the performance of the contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- C. The Contractor will include the provisions above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.
- D. 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 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.

3.6 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.

3.7 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.

3.8 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 Contractual Disputes*

- A. Contractual claims, whether for money or for other relief, shall be submitted in writing to the FW Procurement Representative assigned to this contract, not later than 60 days after final payment has been received by the Contractor; 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 at the address shown on the cover sheet of this RFP, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and

2. Contain a reasonably detailed description of the basis of the claim otherwise the claim will be deemed to have been waived.
- B. FW will make a written decision upon any such claim within 60 days after receipt of the claim. The Contractor shall 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.
 - C. No claim of any nature will be made against FW by or on behalf of a subcontractor unless the Contractor 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 Contractor shall 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.

3.10 Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this Agreement for Service. The use of subcontractors is prohibited unless the Contractor has received 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.

3.11 Delivery

- A. The Contractor guarantees delivery of contract items within the timeframe specified herein or as indicated in the Contractor's Bid Submission Form. Failure to deliver within the time

specified, or as amended in writing by FW, or failure to make replacements of rejected Contract items, shall constitute a breach of contract and may be grounds for a declaration of default in addition to any other remedies to which FW may be entitled.

- B. Deliveries must be made by within the delivery time specified in the Bid Submission document. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to FW. Failure to honor a delivery schedule may result in damages to FW. The Contractor is liable for any and all costs incurred by FW due to such failures.
- C. Homeland Security Advisory System: If the Homeland Security Advisor System places the water / waste water industry in Codes Orange or Red, all deliveries shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested by the plant. As each delivery leaves the Contractor's yard, the Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before delivery is allowed on site. Failure to follow these procedures may result in a refusal of the delivery at the Contractor's risk and expense.

3.12 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.

3.13 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.
- 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

3.14 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.

3.15 Examination of Records

Contractor agrees that in any resulting contract, either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to this solicitation, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

3.16 Faith-Based Organizations

FW does not discriminate against faith-based organizations.

3.17 Force Majeure

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

- B. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.
- C. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- D. The Contractor has no entitlement and FW has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

3.18 Governing Law; Venue; Waiver of Jury Trial

Notwithstanding any provision to the contrary, 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.

3.19 Indemnification and Responsibility for Claims and Liability

With respect to this Agreement for Service, Contractor is bound by the following:

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. FW has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- D. The Contractor shall 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.

- 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.

3.20 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.

3.21 Insurance

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, the Contractor may be required to provide a list of all insurance claims made against it within the past 36 months. The Contractor's failure to comply with this requirement may result in termination of the contract. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- C. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.
- D. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:

1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000
For Construction Contracts:	
◆ Directors & Officers – Errors & Omissions	\$2,000,000

- F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$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.

3.22 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 perform the services required to be delivered pursuant to this Contract.

3.23 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).

3.24 Pass-through Price Increases and Decreases

- A. Increases: FW recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.
- B. Decreases:
1. Pass through price increases shall cease at the end of the then current contract year and contract pricing will return to the pre-pass through rate. The Contractor will be eligible for and only upon request, the annual economic price increase as defined in subsection 3.1 above.
 2. Prior to the end of the then current contract year, the pass through increase shall be reduced or eliminated when and as the cause of the increase is reduced or eliminated.
- C. Pass through price increases will not be a substitute for poor planning by the Contractor. Pass through increase will not be allowed for the first six months of any contract year. Price increases will be effective upon the date such a request is received in writing; and will not be made retroactive.

3.25 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 this Agreement for Service, 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 the Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

3.26 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 performed by the subcontractor under the contract, except for amounts withheld as allowed in Paragraph 3.17.A.
 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.

3.27 Payment

- A. Invoices:
1. All invoices shall be submitted directly to the FW Accounts Payable department by mail, fax, or email. Invoices shall include the FW Purchase Order number and the Contractor's FEIN. Invoices shall not be submitted directly to the FW Project Manager, or any other departmental representative. Failure to comply may result in late payments for which FW will not be liable.
 2. The Contractor shall only submit invoices for items ordered, delivered and accepted by FW. All Contractor submitted invoices shall be subject to review and approval by the FW Project Manager.

- B. **Terms:** All payments will be Net 30 from the date of receipt of a valid invoice at FW Accounts Payable 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 will not be considered unless submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Contractor must waive the requirement in order to remain in compliance with the Contract terms.
- 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.
- 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.

3.28 Price Firm Period

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

3.29 Rider Clause

Subject to the mutual agreement between the parties, any Contract awarded on the basis of FW IFB No. 18-89 may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of FW IFB No. 18-89 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.

3.30 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.

3.31 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 or tape, etc., 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.

3.32 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.
- 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.

3.33 Survival of Terms

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

3.34 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.

3.35 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.
- B. 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.
- C. For Convenience. FW shall have the right to terminate the Contract 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.

3.36 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

4.0 COMPENSATION

Total compensation shall be in accordance with the labor rates and material markup percentage shown below. Any and all annual renewal price adjustments shall be in accordance with the Terms and Conditions cited herein.

LABOR RATES:

Description	Total Cost/Hour
On Site Labor – Regular Time	\$90.00
On Site Labor – Overtime	\$125.00
Pump Removal or Installation – Regular Time	\$90.00
Pump Removal or Installation – Overtime	\$125.00
In Shop Labor – Regular Time	\$75.00
In Shop Labor – Overtime	\$95.00
On Site Field Service Engineer	\$125.00

MATERIAL MARKUP:

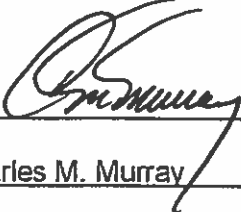
Material Markup % for Non-Manufactured Parts 15%

Material Markup % for Manufactured Parts 15%

[SIGNATURE PAGE FOLLOWS]

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

Phone: (703) 289-6275
Fax: (703) 289-6262

By: 

Name: Charles M. Murray

Title: General Manager

Date: 11/16/18

ELECTRIC MOTOR & CONTRACTING COMPANY, INC.
3703 Cook Boulevard
Chesapeake, Virginia 23323

Phone: (757) 487-2121
Fax: (757) 967-9821

By: 

Name: ADAM RALSTON

Title: PUMP DIVISION MANAGER

Date: 11/7/18

FAIRFAX WATER AGREEMENT FOR SERVICE CONTRACT NO. 2018-085

ATTACHMENT #1

CRITICAL PUMP LIST

Fairfax Water Agreement for Service Contract No. 2018-085
Attachment 1 - Critical Pump List

CORBALIS WATER TREATMENT PLANT

Equipment	Description	Location	Manufacturer	Model number	Serial No.	Type
360107	Raw Water Pump 1	RWPS	FLOWSERVE	56KXL1 stage	07WE0002	Vertical
362977	Raw Water Pump 2	RWPS	PEERLESS	36 HXB	258362	Vertical
362978	Raw Water Pump 3	RWPS	PEERLESS	36 HXB	237060	Vertical
360103	Raw Water Pump 4	RWPS	FLOWSERVE	56KXL#1 STAGE	05WE0001	Vertical
362979	Raw Water Pump 5	RWPS	BYRON JACKSON	56 KXL	871-A-0019	Vertical
362980	Raw Water Pump 6	RWPS	BYRON JACKSON	56 KXL	871-A-0018	Vertical
362946	Low Pressure Bearing Water Pump 1	RWPS	RUHR PUMPEN	NOMO	03-400293	Vertical
362947	Low Pressure Bearing Water Pump 2	RWPS	SULZER	NOMO	04JK86045-1	Vertical
362578	Wash Water Pump 1	FB1	BYRON JACKSON		796-E0427	Vertical
362579	Wash Water Pump 2	FB1	BYRON JACKSON		796-E0426	Vertical
362580	Wash Water Pump 3	FB1	BYRON JACKSON		796-E0248	Vertical
362692	Wash Water Pump 1 D2-WWP1	FB2	LAYNE & BOWLER	VERTI-LINE	114527	Vertical
362693	Wash Water Pump 2 D2-WWP2	FB2	LAYNE & BOWLER	VERTI-LINE	114523	Vertical
362694	Wash Water Pump 3 D2-WWP3	FB2	FLOWSERVE	20H0	00RE1508	Vertical
361479	Wash Water Pump 1	FB3	FLOWSERVE	22ENL-1 Stage	0701MS003714-1	Vertical
361480	Wash Water Pump 2	FB3	FLOWSERVE	22ENL-1 Stage	0701MS003714-2	Vertical
361481	Wash Water Pump 3	FB3	FLOWSERVE	22ENL-1 Stage	0701MS003714-3	Vertical
360158	Wastewater Reclamation Basin Pump 1	WRB	FLOWSERVE	25ENM-1 Stage	0701MS003713	Vertical
363143	Wastewater Reclamation Basin Pump 2	WRB	GOULDS	VIT-FF	506199	Vertical
363144	Wastewater Reclamation Basin Pump 3	WRB	JOHNSTON (COLLINS OVH)	18TMC	00JK1228 (5440)	Vertical
363140	Wastewater Reclamation Basin Pump 4	WRB	LAYNE & BOWLER	nomo	114525	Vertical
350119	Fwps 1 Finished Water Pump 1	FW1	FLOWSERVE	SMB	9908MS000832-1	Horizontal
350120	Fwps 1 Finished Water Pump 2	FW1	WORTHINGTON	20 LN-35	NOSN	Horizontal
350121	Fwps 1 Finished Water Pump 3	FW1	WORTHINGTON	20 LN-35	NOSN	Horizontal
350122	Fwps 1 Finished Water Pump 4	FW1	WORTHINGTON	20 LN-35	NOSN	Horizontal
350123	Fwps 1 Finished Water Pump 5	FW1	WORTHINGTON	20 LN-35	NOSN	Horizontal
350150	Fwps 2 Finished Water Pump 6	FW2	WORTHINGTON	LN-20-35	NOSN	Horizontal

Fairfax Water Agreement for Service Contract No. 2018-085
Attachment 1 - Critical Pump List

CORBALIS WATER TREATMENT PLANT - Continued

Equipment	Description	Location	Manufacturer	Model number	Serial No.	Type
350151	Fwps 2 Finished Water Pump 7	FW2	FLOWSERVE	600LNN975	0612MS003712-1	Horizontal
350152	Fwps 2 Finished Water Pump 8	FW2	FLOWSERVE	600LNN975	0612MS003712-2	Horizontal
350153	Fwps 2 Finished Water Pump 9	FW2	PATTERSON			Horizontal

GRIFFITH WATER TREATMENT PLANT

Equipment	Description	Location	Manufacturer	Model number	Serial No.	Type
350385	FW Pump 2 (High Service)	FWPS	FLOWSERVE	KXL	OORE1513	Vertical
350386	FW Pump 3 (High Service)	FWPS	FLOWSERVE	KXL	OORE1514	Vertical
350387	FW Pump 4 (High Service)	FWPS	FLOWSERVE	KXL	OORE1515	Vertical
350388	FW Pump 6 (Main Service)	FWPS	FLOWSERVE	KXL	OORE1510	Vertical
350389	FW Pump 7 (Main Service)	FWPS	FLOWSERVE	KXL	OORE1511	Vertical
350390	FW Pump 8 (Main Service)	FWPS	FLOWSERVE	KXL	OORE1512	Vertical
370072	RW Pump 1	RWPS	EBARA	900 X 600 CDM	R000249001	Horizontal
370084	RW Pump 2	RWPS	EBARA	900 X 600 CDM	R000249001	Horizontal
370096	RW Pump 3	RWPS	EBARA	900 X 600 CDM	R000249002	Horizontal
370108	RW Pump 4	RWPS	EBARA	900 X 600 CDM	R000249001	Horizontal
370120	RW Pump 5	RWPS	EBARA	900 X 600 CDM	R000249002	Horizontal
370132	RW Pump 7	RWPS	EBARA	500 X 350 CDM	R000249003	Horizontal
370773	Backwash Pump 1	FB	FAIRBANKS MORSE	C5741S	204164-0	Vertical
370779	Backwash Pump 2	FB	FAIRBANKS MORSE	C5741S	204164-1	Vertical
370785	Backwash Pump 3	FB	FAIRBANKS MORSE	C5741S	204164-2	Vertical
371063	Ammonia Flash Mix Pump	CW	FLOWSERVE	10LR-16A	NOSN	Vertical
370544	Primary Flash Mix Pump	OPS	FLOWSERVE	HOC3	0101 5811	Horizontal
370548	Secondary Flash Mix Pump 1	OPS	FLOWSERVE	HOC3	0101 5812-A	Horizontal
370552	Secondary Flash Mix Pump 2	OPS	FLOWSERVE	HOC3	0101 5812-B	Horizontal
447145	Wash Pump 1	HD	AMERICAN MARSH	6HC	189155	Vertical
447146	Wash Pump 2	HD	AMERICAN MARSH	6HC	189154	Vertical

Fairfax Water Agreement for Service Contract No. 2018-085
 Attachment 1 - Critical Pump List

MECHANICAL MAINTENANCE

Equipment	Description	Location	Manufacturer	Model number	Serial No.	Type
350691	Tysons II P1-1		Goulds	3420	293B684-1	Horizontal
350692	Tysons II P1-2		Goulds	3420	293B684-2	Horizontal
350693	Tysons II P1-3		Goulds	3420	293B684-3	Horizontal
350254	Fox Mill P1		Byron Jackson	42 RXL	89LW0047	Vertical
350256	Fox Mill P2		Byron Jackson	42 RXL	89LW0048	Vertical
350258	Fox Mill P3		Byron Jackson	42 RXL	89LW0049	Vertical
350260	Fox Mill P4		Flowserve	25EPH	0411MS003248-1	Vertical
350262	Fox Mill P5		Flowserve	25EPH	0411MS003248-2	Vertical
350070	Backlick P1		Peabody Floway	19FKM	91-02250	Vertical
350071	Backlick P2		Peabody Floway	19FKM	91-02252	Vertical
350072	Backlick P3		Peabody Floway	19FKM	91-02251	Vertical
350073	Backlick P4		Allis-Chalmers	12THC	66990T	Vertical
463365	Chain Bridge P1		Fairbanks Morse	5813	K2W1065582-1	Horizontal
463363	Chain Bridge P2		Fairbanks Morse	5813	K2W1065582-2	Horizontal
463361	Chain Bridge P3		ITT A-C	WSHD	40008702	Horizontal
463359	Chain Bridge P4		ITT A-C	WSHD	40008701	Horizontal

FAIRFAX WATER AGREEMENT FOR SERVICE CONTRACT NO. 2018-085

ATTACHMENT #2

APPROVED SUBCONTRACTOR LIST

1. Transportation Services: Integrity Transport
2. UT Services: ATS
3. Casting Services: ITT Procast