



FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218
www.fairfaxwater.org

Agreement

Contract Title: Electrical Testing, Maintenance, and Repairs

This Contract 2024-093 is made and entered into this 13th day of September 2024, the date the Agreement is fully executed by Fairfax County Water Authority, a political subdivision of the Commonwealth of Virginia, operating as Fairfax Water ("FW"), by and between FW and POTOMAC TESTING ("Contractor"), whose address is: 1610 Professional Blvd., Suite A, Crofton, MD, 21114.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. **Scope of Work:**

The Scope of Work for this Contract generally is described as to provide as requested by FW the goods and services necessary for Electrical Testing, Maintenance, and Repairs ("the Work"), as set forth in greater detail in Attachment A, Specifications & Scope of Work.

2. **Contract Price:**

The Contract Price shall be as set forth in Attachment B, Pricing Schedule.

FW will not compensate the Contractor for any Work beyond that included in Attachment B unless the additional Work is covered by a written Amendment to this Contract.

The Contract Prices set forth in Attachment B include all costs, expenses, including reimbursable expenses, to provide the Work described in this Contract.

3. **Contract Documents:**

The documents which form the entire Contract between FW and the Contractor ("Contract Documents") are as defined either in this Contract or in the Invitation for Bid, and are as set forth below.

3.1. In the case of a conflict, the order of precedence shall be as follows:

- 3.1.1. Agreement and all modifications properly incorporated in the Agreement
- 3.1.2. Attachment A – Specifications & Scope of Work
- 3.1.3. Attachment B – Pricing Schedule
- 3.1.4. Attachment C – Standard Terms and Conditions
- 3.1.5. Attachment D – Special Terms and Conditions
- 3.1.6. Attachment E – Certificate(s) of Insurance
- 3.1.7. IFB/Associated Documents

- 3.2. All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.
- 3.3. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- 3.4. The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

4. **Definitions:**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

5. **Contract Term:**

- 5.1. The initial term of this Contract shall commence on September 21, 2024, through September 20, 2025 ('Initial Contract Term').
- 5.2. This Contract may be renewed for a term not to exceed one (1) year ('Renewal Contract Term') by written Notice given by FW at any time prior to 30 calendar days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of FW has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. FW, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed five (5) additional one-year periods at the same terms and conditions.
- 5.3. Unless directed otherwise by FW, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

6. **Contract Price Adjustment:**

- 6.1. The Contractor agrees that prices shall remain firm for the Initial Contract Term. If consideration is to be given to adjusting the price after the Initial Contract Term or a

Renewal Contract Term, the price may be adjusted only upon approval of a written request to the Procurement Manager. Upon receipt of the Contractor's request, FW shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

- 6.2. 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 calendar days prior to the end of the then current contract year. The CPI-U for Washington-Arlington-Alexandria (unadjusted for seasonal changes) is the default index for the term of the Contract.
- 6.3. Any request for Contract price increases must be submitted at least 60 calendar days prior to the end of the then current term of Contract.
- 6.4. Issuance of a written renewal document and/or Purchase Order for the Renewal Contract Term(s) 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 Renewal Contract Term providing that FW has not formally canceled the Contract.
- 6.5. Negative BLS index: If the agreed upon index is a negative number the Contractor shall reduce Contract rates by the same amount for the Renewal Contract Term.

7. **Non-Appropriation:**

All funds for payments by FW under any Contract awarded are subject to the availability of an annual appropriation for this purpose by FW. In the event of non-appropriation of funds by the FW for the Work provided under the Contract, FW will terminate the Contract, without termination charge or other liability to FW, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Work covered by this Contract is spent, whichever event occurs first. FW will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of FW, and FW shall not order any Work to be provided after such termination date.

8. **Right to Terminate Contract:**

FW has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Standard Terms and Conditions.

9. **Direction to Proceed:**

- 9.1. For Work to be performed by Contractor under this Contract, the Procurement Department will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Department, and if it does so FW will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of FW other than the Procurement Department, or properly authorized designee, has authority to make any purchases or otherwise bind FW contractually. If a Purchase Order is issued by anyone other than the Procurement

Department, it shall be the responsibility of the Contractor to confirm the authority of that person to bind FW. Provided, however, if the Contractor has received from the Procurement Manager prior written confirmation of a person's authority to bind FW, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

9.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, FW through the Procurement Manager, or authorized designee, may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular FW working day following issuance of such FW directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to FW such emergency Work by 5:00 P.M. on the next regular FW working day following commencement of such emergency Work.

10. Estimated Quantities: No Guaranteed Minimum:

During the Initial Contract Term or any Renewal Contract Term, the Contractor shall furnish all of the Work described in the Contract Documents. The Contractor understands and agrees that there are no guaranteed minimum purchases and that FW has no obligation to the Contractor if no, or fewer, items or Work than any quantities estimated are required or requested by FW. Any quantities which are included in the Contract are the reasonable present expectations of those who are planning for FW for the term of Contract. The amount is only an estimate and the Contractor understands and agrees that FW is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that FW may require Work in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract.

11. Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by FW, all in accordance with the provisions of the Standard Terms and Conditions.

12. 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.

13. Notices:

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To the Contractor:

Ronald Coleman
1610 Professional Blvd., Suite A
Crofton, MD, 21114

To FW:

Elizebeth B. Dooley, CPPO, CPPB
Procurement Manager
8570 Executive Park Avenue
Fairfax, VA. 22031

14. Governing Law; Venue, Waiver of Jury Trial:

This 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.

15. Binding Agreement:


FW and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

Signatures Appears on Following Page

Fairfax County Water Authority
8570 Executive Park Avenue
Fairfax, Virginia 22031

Procurement Contact:


Daniel W. Gardner, CPPB, VCA
Phone: 703-289-6247
Email: dgardner2@fairfaxwater.org

By: 
Name: Jamie Bain Hedges, P.E.
Title: General Manager
Date: 9/19/2024

Potomac Testing
1610 Professional Blvd., Suite A
Crofton, MD, 21114

Contractor Contact:

Ronald Coleman
Phone: (301) 352-1930
Email: rcoleman@potomactesting.com

By: 
Name: Ronald Coleman
Title: Project Manager
Date: 8/29/2024

Attachments:

- | | |
|--------------|--------------------------------|
| Attachment A | Specifications & Scope of Work |
| Attachment B | Pricing Schedule |
| Attachment C | Standard Terms and Conditions |
| Attachment D | Special Terms and Conditions |
| Attachment E | Certificate(s) of Insurance |

Contract 2024-093
Attachment A – Specifications & Scope of Work

Specifications and Scope of Work

1.1 General

- A. The Contractor shall provide personnel, materials, equipment, tools, and transportation to perform inspections, testing, service and repair for FW's electrical equipment. The Contractor shall be responsible for performing work items of maintenance and repair, emergency repairs or replacement as requested by the FW Technical Representative. The Contractor shall inform the FW Technical Representative of all deficiencies associated with maintenance, repairs, inspections, and testing promptly.

- B. Contractor shall perform unscheduled work requirements when requested by the FW Technical Representative. Contractor shall invoice FW at the firm fixed contract price for labor and material as listed on the Bid Submission Form.

- C. Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause(s), and restore the system or equipment to satisfactory working condition. These services will be ordered as-needed and will be covered as a service call under the firm fixed contract price for labor and material as listed in the Pricing Schedule.

- D. FW may request quotes for Special Maintenance Services. Quotes when requested, shall be provided no later than two (2) business days, unless a different time is mutually agreed to between FW and the Contractor in writing. Quotes shall be furnished by the Contractor at no charge to FW.

- E. Quotes shall contain detailed time and materials, outlining man hours and equipment hours multiplied by the hourly contract prices, and estimated cost of materials minus the percentage discount bid. Equipment rental and/or subcontractors shall be at Contractor's cost and will be covered under the Labor and Material Firm Fixed price portion of the Contract. Contractor's cost will be verified by FW Technical Representative based on invoice copies submitted with pay requests.

- F. FW reserves the right to add or delete equipment, as needed, at any time.

- G. Contractor Equipment: Contractor is responsible for providing the bucket trucks, electrical testing equipment, cable pulling truck and any other vehicles/equipment necessary to complete the service.

2.1 Emergency Repair, or Corrective Repairs Beyond the Scope of PM/Service Call

- A. Contractor shall perform Emergency Repairs not listed in the Scope of Work and invoice FW at the firm fixed Contract price for labor and material as listed in the Pricing Schedule. In case of non-emergency repairs, a quote for required parts shall be provided to FW within two business days. Once a FW purchase order has been issued and contractor has received the required parts, repairs must be completed within 15 calendar days.

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Attachment A – Specifications & Scope of Work

- B. Contractor shall place call back to FW on emergency calls within one hour and respond onsite to emergency repair within two hours of call, or as coordinated with FW. In case of emergency service calls, unless otherwise coordinated with FW, Contractor shall remain onsite until the cause of the equipment malfunction is eliminated, and equipment is restored to satisfactory working condition.

2.2 Electronic Report

Contractor shall provide an electronic report via e-mail, or storage device within fifteen (15) calendar days after maintenance is performed. The report shall be in a searchable portable document format (PDF) and it shall contain (a) name of person that performed maintenance; (b) date and time; description and or designation number of equipment (c) task performed; (d) results of inspections, tests and procedures performed, and indication of a PASS/FAIL result; (e) recommendations for correcting any deficiencies not performed during the maintenance activities; and (f) emergency corrective work performed. **Note:** The reports must be submitted to FW before payment for service will be processed.

2.3 Part A: Low – Medium Voltage General Specifications

A. Work includes testing of the following voltages ranging from 480V, 2,300V, 4,160V, and 15,000V; transformer oil sampling; insulation testing; deenergize & reenergize equipment, low and medium voltage breakers; medium voltage contactors; low and medium voltage switchgears; Multilin; SPM's; solid state relay devices; mechanical relays; motor PI (Polarization Index); infrared testing; and related equipment located at the Corbalis Water Treatment Plant, 1295 Fred Morin Road, Herndon, VA. Griffith Water Treatment Plant, 9600 Ox Road, Lorton, VA. and outlying pumping stations.

- B. Work shall be performed during plant outages. Outages will be scheduled by FW in 4-hour increments starting at 8 A.M. on the outage date. The Contractor shall be on site at 7 A.M. Outage dates and scope of work will be provided by FW. In addition, use of a subcontractor is prohibited as in accordance with Standard Terms and Conditions Section 3.13 "Contractor's Responsibilities".

2.4 Part A: Low – Medium Voltage Testing Procedures

The equipment located at the Corbalis Water Treatment Plant, Griffith Water Treatment Plant, and Pumping Stations shall be tested by a licensed, NETA certified Electrician in accordance with the most recent version of the National Electrical Testing Association (NETA) Inspection and Test Procedures as listed below. The American National Standards Institute, National Electrical Testing Association, Maintenance Testing Specifications 2015 (NETA ANSI/NETA MTS-2015) are incorporated by reference.

The Polarization Index testing and the Rotor Influence Check (RIC) testing on the Motor equipment located at the Corbalis Water Treatment Plant, Griffith Water Treatment Plant, and Pumping Stations will be tested in accordance with standards of PDMA Corporation Software Version #2.5.1SP1, Model #P5552H-ER, MCE/Max Unit.

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Attachment A – Specifications & Scope of Work

1. Switchgear & Switchboard Assemblies
 - A. NETA Testing Section 7.1, Switchgear & Switchboard Assemblies.
2. Transformers, Dry-Type, Air-Cooled, Low-Voltage, Small
 - A. NETA Testing Section 7.2.1.1.
3. Transformers, Dry-Type, Air-Cooled, Large
 - A. NETA Testing Section 7.2.1.2.
4. Transformers Liquid Filled
 - A. NETA Testing Section 7.2.2, Transformers Liquid Filled.
 - B. NETA Testing Section 7.3.2, Cables, low-Voltage, 600 Volt Maximum.
5. Switches, Air, Low-Voltage
 - A. NETA Testing Section 7.5.1.1.
6. Switches, Air, Medium-Voltage, Metal-Enclosed
 - A. NETA Testing Section 7.5.1.2
7. Circuit Breaker Testing
 - A. NETA Testing Section 7.6.1.1, Circuit Breakers, Air, Insulated-Case/Molded-Case.
8. Circuit Breaker Testing
 - A. NETA Testing Section 7.6.1.2, Circuit Breakers, Air, Low-Voltage Power.
9. Circuit Breaker Testing
 - A. NETA Testing Section 7.6.1.3, Circuit Breakers, Air, Medium-Voltage.
10. Circuit Breakers
 - A. NETA Testing Section 7.6.2, Circuit Breakers, Oil, Medium- and High-Voltage
 - B. NETA testing Section 7.6.3 Circuit Breakers, Vacuum, Medium-Voltage.
11. Protective Relays
 - A. NETA Testing Section 7.9.1 Electromechanical and Solid-State.
 - B. NETA Testing Section 7.9.2 Microprocessor-Based.
12. Instrument Transformers
 - A. NETA Testing Section 7.10.
13. Ground-Fault Protection Systems, Low-Voltage
 - A. NETA Testing Section 7.14.

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Attachment A – Specifications & Scope of Work

14. Motor Control, Motor Starters
 - A. NETA Testing Section 7.16.1.1 Motor Control, Motor Starters, Low-Voltage.
 - B. NETA Testing Section 7.16.1.2 Motor Control, Motor Starters, Medium-Voltage.
 15. Capacitors and Reactors, Reactors (Shunt and Current-Limiting), Dry-Type
 - A. NETA Testing Section 7.20.3.1.
 16. Thermographic Survey
 - A. NETA Testing Section 9.1 – 9.4 Thermographic Survey.
 17. Metal-Enclosed Busways
 - A. NETA Testing Section 7.4.
 18. Automatic Transfer Switches
 - A. NETA Testing Section 7.22.3 Emergency Systems, Automatic Transfer Switches
 19. Other New Equipment Located at Sites
 - A. Testing following NETA Standards
- 2.5 Part A: Low – Medium Voltage Specific Requirements for PM Work and System Inspections**
FW will provide one (1) staff member to be present while Contractor is inspecting equipment.
- 2.6 Part A: Low – Medium Voltage Contractor Equipment, Coordination and Access**
 - A. FW will assist in coordination of any outages and scheduling of these outages with other utilities.
 - B. Upon award Contractor will be provided electrical drawings, one-line diagrams, and any keys or badges for necessary access. In addition, prospective Bidder may be provided electrical drawings upon written request.
- 2.7 Part B: Substations & High Voltage General Specifications**
 - A. Work includes inspections, testing, and service and repair to Electric Distribution Lines that range from 34.5 kV to 230 kV. The Contractor shall be responsible for performing work items of maintenance and repair, alterations, deenergize & reenergize equipment, switching, modifications work and emergency work as requested by the FW Technical Representative. The Contractor must inform the FW Technical Representative of all deficiencies associated with maintenance, repairs, inspections, and testing promptly.
 - B. Work shall include service to transformer & distribution switches, manholes, and related equipment located at the Corbalis Water Treatment Plant, 1295 Fred Morin Road, Herndon, VA., and Griffith Water Treatment Plant, 9600 Ox Road, Lorton, VA. The Contractor must follow all OSHA Lockout/Tagout procedures.

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Attachment A – Specifications & Scope of Work

- C. Manholes for 34.5 kV circuits are located from Corbalis Water Treatment Plant, 1295 Fred Morin Road, Herndon, VA 20170 to Dranesville Substation, approximately 1 mile, and to Fairfax Water Potomac Raw Water Pump Station, approximately 5 miles.
Manholes for 13.2 kV circuits are located from Griffith Water Treatment Plant, 9600 Ox Road, Lorton, VA 22079 to Fairfax Water Occoquan Raw Water Pump Station, approximately 1 mile

2.8 Part B: Substations & High Voltage Unscheduled Work Example

Example of unscheduled work requirements is switching 34.5 kV equipment, perform special maintenance such as installing new VFI switch or similar equipment, manhole refurbishment and repairs, such as conduit replacement, replacing cable and making cable splices.

2.9 Part B: Substations & High Voltage Emergency Repair Example

Examples of emergency repairs may include switching FW equipment i.e. locating, isolating and troubleshooting a fault; repairs to FW equipment and facilities such as VFI pad-mounted switch or installing new VFI switch or similar equipment, transformers, vacuum switches Joslyn HVL or relay protection, controls and cable faults, manhole refurbishment and repairs, such as conduit replacement, replacing cable and making cable splices.

2.10 Part B: Substations & High Voltage Testing Procedure

The equipment located at the Corbalis Water Treatment Plant, and Griffith Water Treatment Plant, shall be tested by a licensed, NETA accredited Electrician in accordance with the most recent version of The National Electrical Testing Association (NETA) Inspection and Test Procedures standards as listed below. The American National Standards Institute/ National Electrical Testing Association, Maintenance Testing Specifications 2015 (NETA ANSI/NETA MTS-2015) are incorporated by reference.

Transformers Liquid Filled

- A. NETA Testing Section 7.2.2.

2. Switches

- A. NETA Testing Section 7.5.1.1 – 7.5.5 Switches.
B. NETA Testing Section 7.7 Circuit Switchers.

3. Protective Relays

- A. NETA Testing Section 7.9.1 Electromechanical and Solid-State.
B. NETA Testing Section 7.9.2 Microprocessor-Based.

4. Cables, Medium and High Voltage

- A. NETA Testing Section 7.3.3

5. Regulating Apparatus Load Tap Changers

- A. NETA Testing Section 7.12.3

6. Grounding

- A. NETA Testing Section 7.13

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Attachment A – Specifications & Scope of Work

- 7. Instrument Transformers
 - A. NETA Testing Section 7.10.
- 8. Surge Arrestors
 - A. NETA Testing Section 7.19.2, Medium and High Voltage
- 9. Capacitors and Reactors
 - A. NETA Testing Section 7.20.1
- 10. Outdoor Bus Structures
 - A. NETA Testing Section 7.21
- 11. Fiber Optic Cables
 - A. NETA Testing Section 7.25
- 12. Thermographic Survey
 - A. NETA Testing Section 9.

2.11 Part B: Substations & High Voltage Specific Requirements for PM Work and System Inspections

- A. Manholes: Provide annual inspections and reports on sixty-four (64) manholes and equipment listed in this section under Section 2.7, Item C. The Contractor shall inspect manholes for toxic gases, loops; clean and remove debris and pump water from manhole, check fault indicators, splices and terminations, bus and grounding connection points, cable supports. FW will provide one staff member to be present while Contractor is inspecting manholes.
- B. Contractor shall provide FW Technical Representative a report listing spare parts, pricing, availability of these parts and notification of any obsolete parts.
- C. Substation Transformers: Substation transformers shall be inspected, tested annually for oil, and thermographic surveyed; a complete test is required every three (3) years for transformer substation yard, and every six (6) years for the load tap changer. A test report must be provided with inspection results and recommended remedial action in accordance with “Transformers Liquid Filled 1. A. NETA Testing Section 7.2.2”.

2.12 Part B: Substations & High Voltage Contractor Equipment, Coordination and Access

- A. Contractor Equipment: Contractor shall be responsible for providing the bucket trucks, electrical testing equipment, cable pulling truck and any other vehicles/equipment necessary to complete the service.
- B. FW will assist with coordination, and scheduling of any outages required with other utilities.
- C. Upon award Contractor will be provided electrical drawings, one-line diagrams, and any

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Attachment A – Specifications & Scope of Work

keys or badges required for access.

2.13 Part B: Substations & High Voltage References

- A. Each Bidder must submit with its Bid, three references (See Attachment 2B – References). References shall be from customers of similar size and scope of operations as FW, to whom the Bidder has supplied the same services within the past 12 months. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period.
- B. Contractor shall have a minimum of three (3) years' experience in this field. The Bidder must possess a thorough knowledge, sufficient experience and expertise to demonstrate ability to provide maintenance and repairs on electric distribution lines. The Bidder shall be properly licensed and have trained technicians that are qualified to maintain and service electric distribution lines.

2.14 Part C: Power Poles & Aerial 4160V Curcuit Maintenance & Repair

- A. Griffith Treatment Plant, 9600 Ox Road, Lorton, VA has approximately forty-four (44) power poles with cross arms ranging in height from 35ft. to 55 ft. The aerial cable is 4,160 medium voltage; size 2-0 and 350 MCM. The poles span over an approximate distance of 1.35 miles. In addition, two (2) power poles are located at the Griffith Treatment Plant substation yard. Contractor shall be permitted to use an approved subcontractor for the Griffith Treatment Plant power pole work only.
 - 1. The wooden power poles, are incased in concrete, rock, or earth diggable. Cross arms and insulators must be inspected, tested and a written report provided of inspection results and recommended remedial action. The wooden power poles are in Decay Zone 4. Inspection shall include visual, sound and bore, excavation to depth of 18 inches, treatment as needed, and electronic inspection. The wooden power poles require inspection the first year of contract, followed by inspection every five (5) years. Other related equipment shall require inspection on an annual basis.
 - 2. Replacement wooden poles shall be in accordance with ANSI 05.1 (American National Standards Institute) and shall be Class 4 with lengths ranging 35ft. to 55ft. Most of the wooden poles are in river rock and replacement may require pulling out wooden pole and using auger or drill method for a new replacement hole. Wires up to 350 MCM may require replacement or repair. Related equipment such as lighting arrestors, gang switches, insulators and cross arms may require replacement, or repair. Replacement and repairs will be invoiced at contract price for labor and material as listed on the Bid Form.

END ATTACHMENT A

**Contract 2024-093
Attachment B – Pricing Schedule**

| Contract Item | Description | Unit of Measure | Unit Price |
|--|--|------------------------|-------------------|
| PART A – Low - Medium Voltage | | | |
| 1 | Breaker, Low Voltage;Primary | Each | \$ 640.00 |
| 2 | Breaker, Low Voltage;Secondary | Each | \$ 534.00 |
| 3 | Breaker, Medium Voltage;Primary | Each | \$ 800.00 |
| 4 | Breaker, Medium Voltage;Secondary | Each | \$ 800.00 |
| 5 | Multilin;369 | Each | \$ 800.00 |
| 6 | Multilin;469 | Each | \$ 800.00 |
| 7 | Multilin;869 | Each | \$ 1,600.00 |
| 8 | Multilin;350 | Each | \$ 800.00 |
| 9 | Multilin;750 | Each | \$ 800.00 |
| 10 | Multilin;850 | Each | \$ 800.00 |
| 11 | Multilin;735/737 | Each | \$ 800.00 |
| 12 | Multilin;B30 | Each | \$ 800.00 |
| 13 | Multilin;B90 | Each | \$ 800.00 |
| 14 | Multilin;MIF II | Each | \$ 800.00 |
| 15 | Relay Solid State;BE1-67 | Each | \$ 266.00 |
| 16 | Relay Solid State;BE1-87 | Each | \$ 800.00 |
| 17 | Relay Solid State;BE1-50/51 | Each | \$ 266.00 |
| 18 | Relay Electromagnetic | Each | \$ 400.00 |
| 19 | Relay Solid State;32R | Each | \$ 800.00 |
| 20 | Relay Solid State;BE1-46N | Each | \$ 800.00 |
| 21 | Relay Solid State;BE1-47N | Each | \$ 800.00 |
| 22 | Transformer Breaker/Low Volt/Primary | Each | \$ 800.00 |
| 23 | Transformer Breaker/Low Volt/Secondary | Each | \$ 534.00 |
| 24 | Transformer Testing; Pad/Oil | Each | \$ 1,800.00 |
| 25 | Transformer Testing; Pad/Dry | Each | \$ 1,600.00 |
| 26 | Transformer Testing; Variac | Each | \$ 800.00 |
| 27 | MV Contactors (Start, Run, Main) | Each | \$ 800.00 |
| 28 | Controllor; MV RVAT | Each | \$ 800.00 |
| 29 | Controllor; Medium voltage | Each | \$ 800.00 |
| 30 | Controllor; Low Voltage | Each | \$ 800.00 |
| 31 | TS, Automatic; Generators | Each | \$ 800.00 |
| 32 | TS, Manual; Generators | Each | \$ 800.00 |
| 33 | Load Break Switch | Each | \$ 400.00 |
| 34 | Infrared Testing (Per Day) Lump Sum | Day | \$ 1,600.00 |
| 35 | NGR (Neutral Ground Resistor) | Each | \$ 400.00 |
| 36 | Tan Delta Cable Testing (Set of 3) | Each | \$ 1,600.00 |
| 37 | Drawout Potential and Control Power Transformers (PT, CPT) | Each | \$ 400.00 |
| 38 | Current Power (CT) - Set of three | Each | \$ 400.00 |
| 39 | Motor PI Testing | Each | \$ 2,100.00 |
| PART B – Substations, Medium - High voltage | | | |
| 40 | Relay; Multilin 845 | Each | \$ 1,600.00 |
| 41 | Relay; Mechanical | Each | \$ 1,600.00 |
| 42 | Relay; Interface | Each | \$ 1,600.00 |
| 43 | Relay; SEL 351A | Each | \$ 1,600.00 |
| 44 | Relay; TPU 2000R | Each | \$ 1,600.00 |
| 45 | Relay; Panel, Clean/Tighten | Each | \$ 400.00 |
| 46 | Transformer, Substation | Each | \$ 10,500.00 |
| 47 | Transformer, Substation: Tap Changers | Each | \$ 6,900.00 |
| 48 | Transformer; CT (sets of three) | Each | \$ 800.00 |

**Contract 2024-093
Attachment B – Pricing Schedule**

| | | | | |
|--|---|------|----|----------|
| 49 | Transformer; Substation; Panel, Clean/Tighten | Each | \$ | 800.00 |
| 50 | Transformer; Cable Fault | Each | \$ | 1,600.00 |
| 51 | NGR (Neutral Ground Resistor) | Each | \$ | 400.00 |
| 52 | Surge Arrestor (set of three) | Each | \$ | 630.00 |
| 53 | Switches; Pad, Oil | Each | \$ | 3,650.00 |
| 54 | Switches; Pad,SFG Gas | Each | \$ | 3,450.00 |
| 55 | Switches; Circuit | Each | \$ | 3,450.00 |
| 56 | Switches; Manual | Each | \$ | 3,450.00 |
| 57 | Switches; Load Break | Each | \$ | 3,450.00 |
| 58 | Manholes (Per Each) | Each | \$ | 800.00 |
| PART C – Power Poles & Aerial 4160V Circuit | | | | |
| 59 | In Concrete | Each | \$ | 860.00 |
| 60 | In Rock | Each | \$ | 860.00 |
| 61 | In Earth Diggable | Each | \$ | 860.00 |
| 62 | Wooden Pole Replacement (per each) | Each | \$ | 5,400.00 |
| Labor Rates and Materials for Emergency Repair Special Maintenance and Repairs (Part A) | | | | |
| 63 | Technician - Regular | Hour | \$ | 200.00 |
| 64 | Technician - Overtime | Hour | \$ | 280.00 |
| 65 | Supervisor - Regular | Hour | \$ | 200.00 |
| 66 | Supervisor - Overtime | Hour | \$ | 280.00 |
| END ATTACHMENT B | | | | |

Contract 2024-093
Attachment C - Standard Terms and Conditions

Standard Terms and Conditions

1. Drug-Free Workplace

During the Contract term , Contractor agrees to (i) provide a drug-free workplace for Contractor 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 Contractor 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 Contractor that 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, subconsultant, or vendor. For purposes hereof, a “drug-free workplace” shall mean the site for the performance of the Work contemplated hereby.

2. Non-Discrimination by Contractor

Contractor covenants and agrees as follows:

- A. During the Term, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

Contractor will include the provisions of the foregoing Sections 3.2(A), (B), and (C) in every subcontract, subconsulting agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

3. Non-Discrimination by FW

FW represents and warrants that it does not discriminate against faith-based organizations.

4. No Employment of Unauthorized Aliens

Contractor hereby covenants and agrees that it does not, and shall not during the term of this Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

5. Right of Audit

Contractor covenants and agrees to retain all books, records, and other documents (electronic or otherwise) relating this Contract (the “Project Records”) for at least five (5) years after final payment hereunder. Project Records will be deemed to exclude books, records, and other documents if and to the extent they are protected by the attorney-client privilege. FW and its authorized agents (the “Auditing Parties”) shall have full access to and the right to examine the Project Records upon written request at any time, and from time to time, during the term of this Contract and for a period of five (5) years thereafter. Contractor hereby covenants and agrees that, within 10 days after it receives written notice from an Auditing Party, it will make the Project Records available for inspection and

Contract 2024-093
Attachment C - Standard Terms and Conditions

copying by such Auditing Party during Contractor regular business hours, with copies being provided at a reasonable cost payable by the Auditing Party. Any failure on the part of Contractor to comply with the provisions of this Section will constitute a breach of the Contract and, regardless of whether such failure occurs during the term of the Contract, or within the five-year period commencing on the date of final payment hereunder, will constitute sufficient grounds for debarment Contractor. Contractor hereby agrees that it will pay and be responsible for all costs and expenses (including court costs and attorneys' fees) incurred by an Auditing Party in enforcing this provision.

6. Dispute Resolution Process

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

- A. Be delivered to the attention of FW's Procurement Manager, at the address shown in the Notice provisions of the Contract, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
- B. Contain a reasonably detailed description of the basis of the claim.

Contractor failure to comply with the foregoing requirements will result in a waiver of the claim. FW will make a written decision upon any such claim within 60 days after submittal of the claim. 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 Contractor initiates legal action as provided in § 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in 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 Contractor right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Virginia Code has been established for contractual claims under this Contract.

7. 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.

8. Arrearage

During the term of the Contract, the Contractor shall not be in arrears in the payment of any obligation due and owing FW, the Commonwealth of Virginia, or any public body in the Commonwealth of Virginia, including but not limited to any obligation to pay taxes and/or employee benefits.

9. 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.

Contract 2024-093
Attachment C - Standard Terms and Conditions

- 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.

10. 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 following 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 Procurement Contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Procurement 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 Officer.
- 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 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 Procurement 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.

11. Contractor Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this Contract. The use of subcontractors is prohibited unless:

Contract 2024-093
Attachment C - Standard Terms and Conditions

1. A request to include a subcontractor was included in the Bid; and,
 2. The Contractor receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties; or,
 3. The Contractor receives approval to use a subcontractor if FW at its sole discretion determines subcontractor approval would expedite the return of a pump to service, improve a repair outcome, or reduce cost, without compromising service quality.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the Contract. Subcontractors will be approved only when both the Contractor and the subcontractor meet the qualifications to provide quality control and assurance of the subcontracted work. For example, if a Contractor requests to subcontract blasting and coatings, both the Contractor and the subcontractor shall have at least an AMPP Basic Coatings Inspector / CIP Level 1 Certification on staff to provide acceptable quality assurance and quality control.
- 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 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 Officer.

12. Delivery

In the case of solicitations that require delivery to FW:

- A. Contractor guarantees delivery of Contract items within the timeframe specified herein. 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 FW may be entitled to.
- B. 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. National Terrorism Advisory System: If the National Terrorism Advisory System places the water / wastewater industry on an Elevated Alert or Imminent Alert, 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 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 risk and expense. FW may add additional screening requirements if an Elevated Alert or Imminent Alert is in place

13. 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 this Contract, are proper and in accordance therewith.

Contract 2024-093
Attachment C - Standard Terms and Conditions

14. Examination of Records

Contractor agrees that during the Contract term, 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 this Contract, 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.

15. Indemnification and Responsibility for Claims and Liability

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

16. 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 failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

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Attachment C - Standard Terms and Conditions

17. Pass-through Price Increases and Decreases

For annually renewable Contracts:

- A. **Increases:** FW recognizes that the Contractor 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 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 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 3.18 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.

18. 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 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 subdivision one.
 - 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.

Contract 2024-093
Attachment C - Standard Terms and Conditions

- C. A Contractor 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.

19. Payment

- A. Invoices: All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or e-mail. Invoices shall include the FW Purchase Order / Contract number and the Contractor FEIN. Invoices are not to be sent to the Contract Project Officer, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.
- B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at FW Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. Invoices: The Contractor shall submit invoices for items ordered, delivered, and accepted, directly to the Finance Department, to the attention of Accounts Payable. Invoices shall show FW Purchase Order or Contract number and are subject to review and approval by FW Project Officer.
- D. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- E. Refunds: If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- F. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

20. Precedence of Terms

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

21. Price Firm Period

Bid prices shall be firm and fixed and not be subject to change during the Initial Term of the Contract.

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Attachment C - Standard Terms and Conditions

22. Price and Title

All prices are for Commodities delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW. Title for such Work shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

23. Purchase and Sale Transaction

Any transaction for the purchase and sale of any Commodity shall be effected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

24. 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.

25. 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.

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26. 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.

27. Warranty

- A. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, in first class condition, and in accordance with the Contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.
- B. Materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 12 months following date of final acceptance. Should any defect be noted by the FW, the Project Officer will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) FW does not require replacement or correction, but an equitable adjustment to the Contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to FW and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the Contract price.
- C. Work not conforming to these warranties shall be considered defective.
- D. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor other guarantees or obligations in this Contract.
- E. NOTE: Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

28. 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.

29. Insurance

- A. 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.
- B. 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 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 performance under this Contract.

Contract 2024-093
Attachment C - Standard Terms and Conditions

- C. 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.
- D. 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 |
- E. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor use of motor vehicles or other equipment and must cover both on-site and off-site operations.
- F. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

END ATTACHMENT C

Contract 2024-093
Attachment D – Special Terms & Conditions

Special Terms and Conditions

1. Delays

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) liquidated damages and 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.

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 inactions 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. Force Majeure

If a delivery is delayed by Act of God, terrorism, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his subcontractors or supplier(s), a reasonable extension of time as FW deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor FW may in its sole discretion (i) extend the time for delivery of the Commodity; (ii) suspend the Contract in whole or in part and obtain one or more of the Commodities elsewhere for a time, or (iii) terminate the Contract; all without liability to Contractor on the part of FW, as the case may be. Contractor request and justification shall be subject to such substantiation and further inquiries as FW may require.

3. Contractor's Compliance and Safety Program

- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
1. The Virginia Uniform Statewide Building Code,
 2. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes),
 3. Virginia Department of Health (VDH) regulations,
 4. Virginia Department of Environmental Quality (DEQ) regulations,
 5. Virginia-OSH (VOSH) regulations, and
 6. National Electric Code (NEC).
- B. The Contractor shall have a written safety program that complies with all applicable OSHA and VOSH standards for General Industry regulations. 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. Hard Hat Area: Contractor's employees shall wear hard hats while working at the work site.

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4. Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this solicitation. The use of subcontractors is prohibited unless:
 - 1. A request to include a subcontractor is included in the proposal and,
 - 2. The Contractor receives written approval to use a subcontractor prior to, or as part of the formal Contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the Contract.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non FW property as a result of its failure to protect such facilities and utilities.
- D. Where the Contractor's Work may cause damage or disrupt existing FW property including but not limited to utilities, plant equipment, instrumentation and control systems, etc. the Contractor shall make arrangements necessary for the protection of such property. The Contractor, at its sole expense, shall immediately replace FW property removed or damaged by, or at the direction of, the Contractor or any Subcontractor to the Contractor. Replacements will be new and current technology unless otherwise provided for in these specifications, or authorized by the FW Project Officer.
- E. Contractor shall return all work areas to the same or better condition than prior to start of work. Contractor must notify the FW Project Manager of any area, piece of equipment, etc., that is damaged or not in the same or better condition than prior to start of Work. The Contractor shall be responsible for repair, replacement, etc., of any such property, which is within the Contractor's area of responsibility and is found to be in need of repair/service by the FW Project Manager. Acceptance shall not occur until all such damages are either repaired or replaced or for which FW is reimbursed a fair and reasonable sum as negotiated and agreed to in writing, by the FW Project Officer.

5. Permits

The Contractor shall obtain and provide all required permits from the appropriate issuing authority.

6. Priority Customer

The 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

7. Site Safety and Access

- F. 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

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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.

- G. 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 guardrails, fencing, barricades, highway cones, warning signs/tape, etc., and 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.
- H. 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.
- I. 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.
- J. 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.

8. Time Is Of The Essence

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

9. Contractors License

Contractor must possess a valid State of Virginia Contractor's License during the Term of Contract. The Contractor shall have no portion of the Work performed by any subcontractor or sub subcontractor which does not have a current Virginia Contractor's License of the class and specialty and or classification required for performance of that portion of the Work.

10. Prices

- A. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- B. The annual maintenance shall be priced per each, or per day as indicated on the Bid Submission Form for related equipment and all services shall be performed in accordance with the specifications contained herein.

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- C. The Contractor shall invoice all annual maintenance materials, equipment rental or subcontractors based on the actual cost of the materials at a percentage discount equal to discount shown on the Bid Submission Form. No additional costs of any kind will be allowed. Invoices must be accompanied by suppliers/subcontractor's invoices.
- D. Work completed outside the annual maintenance may be required and Contractor shall provide labor, materials, equipment rental and approved subcontractors to fulfill the requirements of the contract. The compensation will be based on contract hourly rate and the actual cost of the materials at a percentage discount equal to discount shown on the Bid Submission Form; equipment rental or subcontractors will be at cost. No additional costs of any kind will be allowed.
- E. Percentage Discount. Each Bidder shall quote the percentage of discount from the currently published National Standard Manufacturer's Price Lists or the current Vendor's Retail Price Sheet. The percentage discount must be a single percentage discount applicable to all parts, material and/or equipment items. The percentage discounts shall remain firm for the duration of the contract. Compensation for equipment rental and subcontracting shall be at cost.
- F. For auditing purposes, FW may request supplier invoice for equipment rental and subcontractors.
- G. Labor rates for providing services not specifically covered under the Annual Maintenance Service shall include all direct and indirect costs such as transportation general, administrative costs and profit, etc. Labor rates shall be paid based on time on the job site. Regular Time is defined as Monday through Friday, 7:30 a.m. to 5:00 p.m. Overtime is defined as Monday through Friday, 5:00 p.m. to 7:30 a.m., Weekends and Holidays.

END ATTACHMENT D

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Attachment E – Certificate of Insurance

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Contractor shall send Certificate of Insurance to FW.

END ATTACHMENT E