



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: EASTERN CONTROLS, INC 3866 PROVIDENCE ROAD EDGEMONT, PA 19028	DATE ISSUED: 04/05/2024
	CONTRACT NO: 24-DES-ITB-305
	CONTRACT TITLE: AUMA ACTUATORS PARTS & SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-ITB-305 including any attachments or amendments thereto.

EFFECTIVE DATE: 04/15/2024

EXPIRES: 04/14/2025

RENEWALS: THIS IS THE 1ST YEAR AWARD NOTICE OF A POSSIBLE FIVE (5) YEAR CONTRACT.

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 24-DES-ITB-305

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MICHAEL S. WALSKI

VENDOR TEL. NO.: (610) 325-4600

EMAIL ADDRESS: ACCOUNTING@EASTERNCONTROLS.COM

COUNTY CONTACT: SCOTT HUEBNER (DES)

COUNTY TEL. NO.: (703) 228-6859

COUNTY CONTACT EMAIL: SHUEBNER@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Name: Antonino Mautino **Title:** Buyer **Date:** 04/05/2024



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 24-DES-ITB-305

THIS AGREEMENT is made, on the date of execution by the County between **Eastern Controls Inc.** ("Contractor") located at 3866 Providence Road, Edgemont, PA, 19028 authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A –Scope of Services
- Exhibit B – Pricing Sheet

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents (the "Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is to provide Replacement Parts, Hardware, Equipment, Services and Training for Auma Actuators. It will be the Contractor's responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on April 15, 2024, and must be completed no later than April 14, 2025 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice

of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from April 15, 2024, to April 14, 2029 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until April 15, 2025 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work or goods that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts

withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that 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 County may require more goods than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods covered by this Contract. The items covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through those contract(s).

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling, and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

13. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

16. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

17. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

18. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal

containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

19. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

20. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools, and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations, and standards applicable to the work being performed. The competent, qualified, and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

21. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

22. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

23. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

24. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

25. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

26. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

27. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

28. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

29. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

30. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services, or facilities; must terminate all vendors and subcontracts, except as are necessary

for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE.

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other

reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

31. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

32. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask, and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work, or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

33. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over, and conveys to the County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

34. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents, or records of any type, whether written, oral, or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

35. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

36. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

37. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

38. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

39. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

40. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants, or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

41. ANTITRUST

The Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

42. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

43. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

44. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations, or interests under this Contract without the prior written consent of the County.

45. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

46. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

47. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board, or a court of law.

48. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

49. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

50. NON-EXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

51. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

52. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence, or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

53. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

54. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

55. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

56. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

57. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

58. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Michael S. Walski, inside Sales Supervisor
Eastern Controls Inc.
3866 Providence Road
Edgemont, PA 19028
Phone: (610) 325-4600
Email: accounting@easterncontrols.com

TO THE COUNTY:

Scott Huebner, Project Officer
Arlington County, VA
3111 S Fern St 2FL
Arlington VA 22202
Phone: (703) 228-6859
Email: shuebner@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

59. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

60. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

61. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- A. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services, and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- B. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services, and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- C. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- D. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

62. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- A. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- B. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- C. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- D. Errors and Omission Liability - \$1,000,000 per occurrence, with \$2,000,000 aggregate
- E. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and

automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- F. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- G. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- H. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that fund equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

63. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

56. COUNTERPARTS

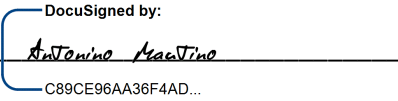
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or

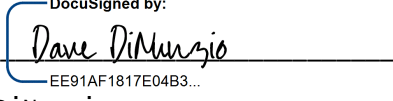
other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

EASTERN CONTROLS INC.

AUTHORIZED
SIGNATURE:  C89CE96AA36F4AD...

AUTHORIZED
SIGNATURE:  EE91AF1817E04B3...

NAME: Antonino Mautino

NAME: Dave DiNunzio

TITLE: BUYER

TITLE: VP Finance

DATE: 5/13/2024

DATE: 4/5/2024

EXHIBIT A

SCOPE OF SERVICE

I. INTRODUCTION

The contract shall provide equipment and replacement parts, accessories, hardware, repair or maintenance services, and training for Auma Actuators at designated County locations in accordance with manufacturer recommendations and equipment functionality.

II. ORDERING PROCESS FOR REPLACEMENT PARTS, ACCESSORIES, AND HARDWARE

1. The County will request a quote from the Contractor for the specific parts, accessories and/or hardware needed.
2. Within forty-eight (48) hours of the County's quote request, the Contractor shall prepare and submit a written quote which shall include the unit and extended price for each item, in accordance with the Pricing Sheet, to the County Project Officer.
3. Upon approval of the quote, the County will issue a County Purchase Order, authorizing the shipment of the goods.

III. ORDERING PROCESS FOR SERVICES OR TRAINING

1. The County will request a quote from the Contractor specifying the services and training needed.
2. Within forty-eight (48) hours of the County's quote request, the Contractor shall prepare and submit a written detailed quote which shall include at minimum:
 - a. The service or training hourly rates.
 - b. The corresponding labor category of the Technician or Instructor.
 - c. Proposed dates and estimated duration.
3. Upon approval of the quote, the County will contact the Contractor and it will provide a purchase order for the requested services or training.

IV. DELIVERY TO THE COUNTY

1. All deliveries shall be FOB Destination to:
 - a. Arlington County Water Pollution Control Bureau (WPCB) 3111 South Fern Street or 2900 South Eads Street, Arlington Virginia. Regular business hours at the WPCB are from 6:00 am to 2:30 pm, Monday through Friday. All deliveries shall be scheduled at regular business hours.
 - b. The individual ordering the goods or services, as directed at the time of order.
2. All orders for stock items shall be delivered within five (5) business days following receipt of the County's Purchase Order.

3. All orders for non-stock or custom-made items shall have the anticipated delivery date identified on the quote provided by the Contractor. A firm delivery date shall be identified at the time the order is placed by the County.
4. The Contractor shall notify the County in writing within two (2) business days following the receipt of the County's Purchase Order if there are any manufacturer delays due to the item ordered being special order item or if there are any production delays for ordered item(s) by the manufacturer. The Contractor shall clearly state the reason for the delay and propose solutions to mitigate the situation and provide a date by which the ordered item(s) will be delivered to the County.
5. During emergency circumstances, the Contractor shall comply and charge the county for any expedited or overnight delivery freight cost. Such freight cost shall be indicated on the invoice and shall be accompanied by the packing slip.

V. PACKING SLIPS

All County order shall include a packing slip. The packing slip shall include the following detail:

1. County Purchase Order number;
2. Date ordered and placed by name;
3. Serial\UPN or catalogue number for each item delivered or picked up; and
4. A description of product(s) shipped, including quantity.

VI. RETURNS

From time to time the County may desire to return items that were purchased under this Contract and receive a credit. All returns will be returned in good condition, unless defective or used. It is expected that the Contractor will honor these returns and issue a credit memo for the returned item(s).

The credit memo for all returned items shall include the following information:

1. Original County Purchase Order number of the returned item;
2. Date item was returned and returned by name;
3. Serial\UPN or catalogue number for each item returned;
4. A description of product(s) returned, including quantity; and
5. The total amount refunded.

VII. COUNTY'S RIGHT TO STOP THE WORK

The County reserves the unilateral right to cancel any job assigned and in progress if the Contractor, in the opinion of the County Project Officer or designee, is not performing work at a satisfactory pace or fails to perform work in a professional manner commensurate with accepted trade and safety standards. If a job is canceled, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation. The County reserves the right to contract for completion of such work with another vendor.

The County reserves the right to cancel any job assigned if the County, in its sole discretion, determines that such cancellation is in the County's best interest. In such case, the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation.

VIII. SERVICE REQUIREMENTS

The Contractor shall furnish all necessary labor, transportation, parking fees, tool-of-the-trade including specialized equipment, and consumable supplies as required to provide the services for all AUMA Actuators identified herein. Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables is considered administrative expenses and should be included as part of the hourly rates.

The Contractor must have the equipment and qualifications to perform repairs or work for AUMA Actuators. Bidders shall provide on the Pricing Sheet the hourly rates of the on-site and phone services for which the County will be charged on a Time and Materials basis.

No work is authorized unless specifically approved in advance by the County Project officer or designee and unless a valid County Purchase Order is issued. Once work is authorized, the Contractor shall arrive onsite with all tools and equipment necessary to perform the maintenance and repair, and authorization has been given.

IX. TRAINING REQUIREMENTS

The Contractor shall provide Training limited to Equipment Operations, Equipment Maintenance and Equipment Repair for the efficient and effective installation and repair or maintenance for Auma Actuators.

No Training is authorized unless specifically approved in advance by the County Project officer or designee and unless a valid County Purchase Order is issued. Once Training is authorized, the County and the Contractor shall proceed to schedule the training.

X. SERVICE REQUIREMENTS REPORTING

Within five (5) days following completion of the on-site or the phone service, the Contractor shall submit to the County Project Officer, a written report that identifies the equipment or service related to it and the following information:

1. A general statement as to the condition of the equipment, including identification of model and serial number.
2. Specific recommendations for any major technical services, modification, upgrade and/or replacement; and
3. An estimate for the cost to accomplish the work recommended in Section II. and III., above, if applicable.

XI. REFURBISHING/REBUILDING PARTS

As part of repair services, if equipment needs to be overhauled or rebuilt, the Contractor shall coordinate delivery of such equipment with the Project Officer by issuing a written (electronic email

acceptable). Afterwards, the County will ship the unit(s) to contractor for evaluation and quote. Contractor will inspect and create a written (electronic email acceptable) findings and quote for refurbishment/overhaul of the unit(s) received and forward to the Project Officer within 5 business days. There is no charge to the County for return of units other than the County's freight costs. The County will then provide a written authorization to repair or replace unit(s). The refurbishing\rebuilding services shall be billed using the labor rates contained in the Pricing Sheet of this Agreement.

XII. PRICING

1. For all equipment and replacement parts, accessories, and hardware the Contractor shall provide the Manufacturer Catalog price list of items as per Attachment A – Pricing Sheet. The Pricing Sheet list is not all inclusive; non-stock items may be ordered under this Contract.

2. All services shall be priced by labor.

NOTE: The items and quantities listed on the PRICING SHEET are only a sample of what AC - WPCB may buy; the purpose of the list is solely to facilitate bids evaluation.

XIII. INVOICING

The accuracy of billing information is a critical factor for County operations. The Contractor must provide to the County accurate billing information.

The Contractor agrees that failure to provide to the County the correct billing information will result in payment delay until such information is corrected by the Contractor.

The County will not pay any penalty fees for delay of payments due to incorrect billing information on invoices submitted by Contractor to the County.

Invoices shall be on the Contractor's standard letterhead and, at a minimum, include the following information:

1. The Contractor's invoice number
2. County Department Name (ex: Department of Environmental Services, Water Pollution Control Bureau)
3. Contract Number
4. Purchase Order Number
5. Order Date
6. Name of County Representative who placed the order
7. Delivery date
8. Packing slip reference number
9. Item Description (Abbreviated or detailed) corresponding with each line item on the BID FORM and or the catalog
10. Number of Units/Ordered

11. Aggregate line-item amount corresponding with the Catalog Price offered at contract award minus discount percentage/amount offered at contract award
12. An invoice with the description, quantity and price of any items returned by the Using Agency, including the credit issued for the returned item(s)
13. Payment Term/Due Date (45 days from receipt of accurate and correct invoice).

EXHIBIT B

PRICING SHEET

Auma Actuators										
Item No.	Description	Manufacturer	Model No.	Serial No.	Unit	QTY (A)	Manufacturer Catalog Unit Price	Percentage Discount	Total	Delivery Timeframe
0	SAMPLE Item				Each	1	\$100.00	7.00%	\$93.00	Days
1	ACTUATOR, 30" X 30" GATE	AUMA	SA10.1-26A	COMM NO A070353-DS013	Each	1	\$7,565.00	7.00%	\$7,035.45	182
2	ACTUATOR, 36" X 48" GATE	AUMA	SA14.1-26A	COMM NO A070353-DS014	Each	1	\$9,014.67	7.00%	\$8,383.64	182
3	ACTUATOR, 24" PLUG VALVE, VALVE VAULT #2	AUMA	SAR07.5-108B/GS160.3/GZ160.3-8	COMM NO A070354-DS006	Each	1	\$15,100.00	7.00%	\$14,043.00	182
4	ACTUATOR, FLOW CONTROL VALVE	AUMA	SAR10.1-13B/GS100.3	COMM NO A070352	Each	1	\$20,800.00	7.00%	\$19,344.00	182
5	ACTUATOR, 30" BUTTERFLY VALVE	AUMA	SA07.5-108B/GS160.3/GZ160.3-8	COMM NO A070352-DS012	Each	1	\$11,134.67	7.00%	\$10,355.24	182
6	ACTUATOR, 48" BUTTERFLY, INFLUENT TO EFF FILTERS	AUMA	SA10.1-216B/GS250.3/GZ250.3-16	COMM NO A070352-DS013	Each	1	\$17,794.67	7.00%	\$16,549.04	182
7	ACTUATOR, 48" X 18" GATE	AUMA	SA10.1-26A	COMM NO A070353-DS002	Each	1	\$7,565.00	7.00%	\$7,035.45	182
8	ACTUATOR, 90" X 18" GATE	AUMA	SA07.5-54B	COMM NO A070353-DS029	Each	1	\$6,950.67	7.00%	\$6,464.12	182
9	ACTUATOR, GATE	AUMA	SA14.1-26A	COMM NO A070353-DS028	Each	1	\$9,014.67	7.00%	\$8,383.64	182
10	ACTUATOR, 12" BF VALVE, DISCHARGE, BAW BLOWER #1	AUMA	SA07.5-54B/GS63.3 (RR)	COMM NO. A070902-DS010	Each	1	\$7,860.00	7.00%	\$7,309.80	182
11	ACTUATOR, 12" BF VALVE, BLOWER DISCHARGE, BLOWOFF	AUMA	SA07.5-54B/GS63.3 (RR)	COMM NO. A070902-DS011	Each	1	\$7,860.00	7.00%	\$7,309.80	182
12	ACTUATOR, 18" BF VALVE, DISCHARGE OF BWS PUMP #1	AUMA	SA10.1-13B/GS80.3 (RR)	COMM NO. A070902-DS007	Each	1	\$8,465.33	7.00%	\$7,872.76	182
13	ACTUATOR, 4" PLUG VALVE	AUMA	SA07.5-13B/GS50.3	COMM NO A070862-DS001	Each	1	\$7,570.67	7.00%	\$7,040.72	182
14	ACTUATOR, 24" BF VALVE, SUCTION OF BWS PUMP #1	AUMA	SA10.1-13B/GS100.3 (RR)	COMM NO. A070902-DS006	Each	1	\$9,160.00	7.00%	\$8,518.80	182
15	ACTUATOR,PCL INFLUENT GATE	AUMA	SA10.1-26A	COMM NO A070353	Each	1	\$7,565.00	7.00%	\$7,035.45	182
16	ACTUATOR, 108" X 60" GATE	AUMA	SA10.1-108B	COMM NO A070353-DS032	Each	1	\$7,374.67	7.00%	\$6,858.44	182
17	ACTUATOR, 84" X 48" GATE	AUMA	SA10.1-54B	COMM NO A070353-DS033	Each	1	\$7,374.67	7.00%	\$6,858.44	182
18	ACTUATOR, 84" X 72" GATE, PI BACKUP STRUCTURE	AUMA	SA14.1-26A	COMM NO A070353-DS017	Each	1	\$9,014.67	7.00%	\$8,383.64	182
19	ACTUATOR, 42" X 96" GATE, PI BACKUP STRUCTURE	AUMA	SA16.1-26A	COMM NO A070353-DS018	Each	1	\$11,585.33	7.00%	\$10,774.36	182
20	ACTUATOR, 96" X 90" GATE, PI BACKUP STRUCTURE	AUMA	SA16.4-26A	COMM NO A070353-DS016	Each	1	\$11,385.00	7.00%	\$10,588.05	182
21	ACTUATOR, 84" X 72" GATE, PI BACKUP STRUCTURE	AUMA	SA14.1-26A	COMM NO A070353-DS024	Each	1	\$9,014.67	7.00%	\$8,383.64	182
22	ACTUATOR, 84" X 72" GATE, PI BACKUP STRUCTURE	AUMA	SA14.1-26A	COMM NO A070353-DS025	Each	1	\$9,014.67	7.00%	\$8,383.64	182
23	ACTUATOR, 36" PLUG VALVE, SOUTH SIDE OF SAT5	AUMA	SAR10.1-216B/GS250.3GZ250.3-16	COMM NO A070354-DS007	Each	1	\$20,800.00	7.00%	\$19,344.00	182
24	ACTUATOR, 52" x 60" BAFFLE WALL GATE	AUMA	SA14.1-26A	COMM NO A070353-DS020	Each	1	\$9,014.67	7.00%	\$8,383.64	182
25	ACTUATOR, 60" X 72" GATE	AUMA	SA16.1-26A	COMM NO A070353-DS008	Each	1	\$11,385.00	7.00%	\$10,588.05	182
26	ACTUATOR, 48" x 18" GATE	AUMA	SA10.1-26A	COMM NO A070353-DS001	Each	1	\$7,565.00	7.00%	\$7,035.45	182
TOTAL:									\$248,262.29	

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE (NOT COVERED UNDER THE PREVENTIVE MAINTENANCE SERVICES) INCLUDING BUT NOT LIMITED TO, LABOR, EQUIPMENT, TOOLS, AND TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, AND MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

OVERTIME (OVER 8 HOURS OF CONSECUTIVE WORK) RATES SHALL BE TIME AND HALF OF REGULAR HOURLY RATES.

Auma Actuator Service			
ON-SITE SERVICES			
Hourly rates shall be all inclusive; no additional travel, lodging, meal or miscellaneous expenses will be authorized.			
On-Site Services Rate	175.00	/HR	\$175.00
OFF-SITE SERVICES			
Off-Site Services Rate	175.00	/HR	\$175.00
TRAINING SERVICES			
Training Hourly Rate	200.00	/HR	\$200.00
TOTAL			\$550.00