

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

NOTICE OF CONTRACT AWARD

Valve & Actuation Services, LLC
dba Chalmers & Kubeck South
1050 Industrial Blvd
Watkinsville, GA 30677

DATE ISSUED:

February 4, 2019

CONTRACT NO:

19-815-SS

CONTRACT TITLE:

Limitorque valves

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. 17-179-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: February 4, 2019

EXPIRES: December 31, 2021

RENEWALS: NO RENEWALS

COMMODITY CODE(S): 67080, 67076

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-815-SS

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Neal Beasley or Jan Bryant

VENDOR TEL. NO.:

800-550-4653 ext 2401

EMAIL ADDRESS:

nbeasley@candksouth.com

jbryant@candksouth.com

COUNTY CONTACT: Christoph Czubowicz

COUNTY TEL. NO.:

703-228-6852

COUNTY EMAIL:

Czubowicz@arlingtonva.us

Notice issued by:

Igor Scherbakov, CPPB

Procurement Officer

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 19-815-SS

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and Valve & Actuation Services, LLC dba Chalmers & Kubeck South, with a principal place of business located at 1050 Industrial Blvd, Watkinsville, GA 30677 ("Contractor").

1. The Contractor agrees to provide the following goods or services:
Flowserve Limatorque line of actuators, valves, and relates spare parts.
2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Contractor shall provide the goods or services covered by the Contract beginning on the date of execution of the agreement by the County. Unless terminated as provided below, the Agreement shall continue until December 31, 2021
5. The County will pay the Contractor, for services or goods that the Project Officer accepts, in accordance with the Attachment A: Pricing Sheet. The County will pay the Contractor net 30 days from receipt of an invoice that the Project Officer approves for payment.
6. Delivery for all orders shall be FOB Arlington, Virginia. Specific address will be indicated on the Purchase Order. Freight is not included in the price of each item on the Attachment A. The County will reimburse the Vendor the actual shipping costs for each order. At the request of the County Project Officer, the Contractor will provide copies of the shipping invoices to verify shipping costs. Stocked parts will be delivered within 3 days from the date of receipt of the order. All Non-Stocked parts will be delivered 56 days (8 weeks) from the date of receipt of the order. Non Stock items will be delivered FOB based on Manufacturer's lead time as quoted.
7. This contract award may be used by multiple agencies within the County. Agencies placing orders will be referred to as "Using Agencies". All invoices shall be sent directly to the using agency. All invoices shall be sent after the Using Agency has received all items on an order. All questions regarding billing or invoicing shall be directed to the using agency. At a minimum, the invoice shall contain the following:
 - Using Agency's County Purchase Order number (and release number if applicable)
 - Using Agency's name and address
 - Packing slip reference number

- The quantity, description and pricing per item
 - A description, quantity and price of any items returned by the County, including the credit issued for the returned item(s)
 - Total Amount Due
8. All County orders, regardless of if they are shipped, hand delivered or picked up will include a packing slip with the following information:
- County Purchase order number and release number.
 - County using Agency's name and address
 - Catalog or Serial Number for each item
 - Description and quantity of each item
9. From time to time the County may desire to return for credit parts that were purchased under this Contract. All returned parts, unless defective, will still be in new, unused condition. Contractor will honor these returns and issue a credit memo for the returned item(s). The County agrees to pay a restocking fee of 100% for non-stock/special order items returned that are not defective. There is no restocking fee for standard stocked items that are no defective.
10. All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.
11. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
12. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
- 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 Agreement; 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 any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

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 as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions 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.

13. The County may terminate this Agreement by 15 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
14. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
15. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
16. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
 - Workers Compensation-Standard Virginia Workers Compensation Policy.

- Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. “The County Board of Arlington County, Virginia, and its officers, employees and agents” must be additional named insureds on the CGL policy.
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

OR

- The Hold Harmless Agreement attached as Attachment C to this Agreement.

17. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

18. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

19. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

20. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
21. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.
22. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
23. 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 or services 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.
24. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
25. The County does not discriminate against faith-based organizations.
26. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
27. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
28. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
29. 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.

30. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

Neal Beasley, VA Branch Manager

Or

Jan Bryant, Inside Sales

10613 Wards Road
Rustburg VA 24588

TO THE COUNTY:

Christoph Czubowicz, Project Officer
Water Pollution Control Bureau
3111 S. Fern Street,
Arlington Virginia, 22202

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201

31. The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

32. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.

33. This Agreement may be modified only by written amendment.

34. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.

35. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

VALVE & ACTUATION SERVICES, LLC
DBA CHALMERS & KUBECK SOUTH

SIGNED:  _____



PRINTED NAME: IGOR SCHERBAKOV

PRINTED NAME : Neal Beasley

TITLE: PROCUREMENT OFFICER

TITLE : Va Branch Manager
Inside Sales

DATE: February 4, 2019

DATE: 01/02/19

ARLINGTON COUNTY AGREEMENT No. 19-815-SS
FLOWERVE Limitorque Actuators and Parts
ATTACHMENT A: Pricing Sheet

WPCB Item No.	Description	Mfg. Part No.	UOP	List Price	Discount (Same for all items)	Net Unit Price (list price less discount)	Lead Time Est. Days ARO
4810-PPS-0001-009	NUT, DRIVE P/N TM-0305248 (BLANK FOR B320-20)	P/N TM-0305248	EA	\$ 693.	0%	\$ 693.	15
4810-PPS-0001-010	KIT, SEAL P/N 21500-130 (INT. W/ALL L120-10 SERIES	P/N 21500-130	EA	\$ 674..	0%	\$ 674.	15
4810-PPS-0004-003	SWITCH, TORQUE P/N 21800-110	P/N 21800-110	EA	\$ 5061.	0%	\$ 5061.	75
4810-PPS-0004-009	KIT, SEAL P/N 22100-157	P/N 22100-157	EA	\$ 837.	0%	\$ 837.	20
4810-PRI-0003-001	BEARING, SKF 6009 JEM	SKF 6009 JEM	EA	\$ 207.	0%	\$ 207.	20
4810-PRI-0003-002	BEARING, SKF 6010 2RSJEM	SKF 6010 2RSJEM	EA	\$ 239.	0%	\$ 239.	20
4810-PRI-0003-003	BEARING, SKF 6202 (STK. UNDER #4630-PTB-0037C-001G	P/N 010-485X	EA	\$ 110.	0%	\$ 110.	20
4810-PRI-0003-004	BEARING, SKF 6302 (STK. UNDER #4630-PTB-0037C-001F	P/N 010-5066	EA	\$ 118.	0%	\$ 118.	20
4810-PRI-0003-007	MOTOR 5'#/1800, 3PH., DV P/N F-M30-V00-0391	P/N B-M30-VJ9-0396	EA	\$1859.	0%	\$ 1859.	20
4810-PRI-0003-008	GEAR, 35T P/N 61-420-0308-2 WORM SHAFT	P/N 61-420-0308-2	EA	\$ 318.	0%	\$ 318.	20

WPCB Item No.	Description	Mfg. Part No.	UOP	List Price	Discount (Same for all items)	Net Unit Price (list price less discount)	Lead Time Est. Days ARO
4810-PRI-0003-009	PINION, 17T P/N 61-415-0362-2 MOTOR	P/N 61-415-0362-2	EA	\$ 318.	0%	\$ 318.	20
4810-PRI-0003-010	NUT, DRIVE P/N 61-221-0270-2 SAME AS 61-221-0397-2	P/N 61-221-0397-2	EA	\$ 193.	0%	\$ 193.	20
4810-PTB-0002	ACTUATOR, LIMITORQUE MOD. L120-10, O/N 201481.03	L120-10, O/N 201481.03 CK 82734	EA	\$ 9823.	0%	\$ 9823.	25
4810-PTB-0002-001	MOTOR, 7.5HP, 1800, 3PH, DV P/N F-M40-V00-03P1	P/N B-M40-VJ9-0396	EA	\$ 2048.	0%	\$ 2048.	30
4810-PTB-0002-002	GEAR, 26T P/N 61-420-0300-2 WORM SHAFT	P/N 61-420-0300-2	EA	\$ 318.	0%	\$ 318.	20
4810-PTB-0002-003	PINION, 26T P/N 61-415-0214-2 MOTOR	P/N 61-415-0214-2	EA	\$ 318.	0%	\$ 318.	20
	REPLACEMENT ACTUATOR FOR L120-80 (REPLACES OSOLETE EXISTING ITEM 4810-PPS-0004)	MX-10/MOD-AB-NB-XA-B6 CK 82734	EA	\$ 9823.	0%	\$ 9823.	25
	REPLACEMENT ACTUATOR FOR L120-80 (REPLACES OSOLETE EXISTING ITEM 4810-PTB-0002)	MX-85/MOD-AB-NB-XA-T6 CK 87934	EA	\$ 22190.	0%	\$ 22190.	50
	MxA-10 FOR DWB TRUCK BAY SLIDE GATES	MXa-10/STD/NB-AO-4X-TT CK 87917	EA	\$ 10452.	0%	\$ 10452.	30
N/A	REVERSING, CONTACTOR 12 AMP	REVERSING, CONTACTOR 12 AMP	EA	\$ 704.	0%	\$ 704.	20

WPCB Item No.	Description	Mfg. Part No.	UOP	List Price	Discount (Same for all items)	Net Unit Price (list price less discount)	Lead Time Est. Days ARO
N/A	MXa-10 Actuator	MXa-10/STD/AX-NB-BT-4T CK 87917	EA	\$ 10452.	0%	\$ 10452.	50