

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this **1st day of July, 2022**, by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **ALFA LAVAL, INC.**, (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated January 6, 2021, Funds Reservation 21-740, for the provision of general inspection and troubleshooting services to the TWWTP's (3) G2-70 Centrifuges (S/N's: 5123636, 5123637, and 5123638), and

WHEREAS, the County and Contractor amended the Original Agreement on June 15, 2021, Funds Reservation Number 21-740, to June 30, 2022, on August 16, 2021, Funds Reservation Number 21-740; and

WHEREAS, the County and Contractor desire to **renew** the Original Agreement, **a first time for the FY23 service period**, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through **June 30, 2023**.
2. The compensation paid to Contractor shall be an amount not to exceed of **Twenty thousand and No/100 Dollars (\$20,000.00)**.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

DocuSigned by:

By: Stephanie Briley
Stephanie Briley, E&ES Deputy Director

Date of Signature: 9/28/2022

ALFA LAVAL, INC.

DocuSigned by:

By: Mark Schiltz
Mark Schiltz, Regional Account Manager

Date of Signature: 9/28/2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

Susan Tezai
Susan Tezai, Durham County Chief Financial Officer

Performance Maintenance Agreement



Performance Agreement

Between

**Durham County (Buyer)
Durham, NC.**

And

Alfa Laval Inc. (Seller)

Performance Agreement Benefits

Price

Based on typical recommended maintenance, the first year of the Performance Agreement is estimated at **[\$14,769.00]** to include major service performed on per/one machine. (price includes field service costs for labor, travel, accommodation, expenses and required spare parts.

Durham County will save approximately [\$2,000.00] off the estimated List Price of [\$16,769.00] for Genuine Alfa Laval Parts & Services.

Training is estimated at \$1850.00 per day. Typical training runs 3 days onsite and includes an in class Power Point and lecture along with field training.

Discount Structure:

Durham County, will be provided discounts off our prevailing spare part prices and labor rates as follows:

Field Service Labor (see prevailing Field Service Rates in Appendix C):

- Preventive Maintenance = 28%
- Emergency Service = 18%
- **Spare Parts** (see list of Spare Parts in Appendix B):
 - 10% off Spare Parts listed in Appendix B
- **Repairs** (Current rates are \$150.00 per hour):
 - 5% off Alfa Laval Repair facility prevailing rates.
 - 10% off Spare Parts listed in Appendix B
- **Rental Components** (See Appendix B for details):
 - 20% off prevailing rate of Rental Rotating Assembly (if available)

Priority Field Service

In the event that Emergency Field Servicing is required, Durham County will be given preferential scheduling via the Alfa Laval Contact Center at 1 (866) 253-2528.

Alfa Laval HelpDesk Support

During the duration of this Performance Agreement, Durham County will have free, unlimited access to Alfa Laval's Technical HelpDesk. Access to this HelpDesk can be made either by telephone at 1 (866) 253-2528 or via e-mail at customerservice.usa@alfalaval.com.

Warranty

Warranty Period will be extended to six (6) months following provision of Services or Shipment of Spare Parts. Otherwise, Warranty will be in accordance with the Terms & Conditions found in Attachment E.

Performance Agreement Provisions

Scope

Performance Agreement Equipment, Service Interval and Service Visit Arrangement are listed in Attachment A of this Agreement. This Attachment also includes:

- A list of Periodic Maintenance functions that will be the responsibility of Durham County between Alfa Laval service visits. See Appendix A.
- Reference to the specific number of personnel provided by Alfa Laval and Durham County in Appendix A. Should additional Labor or Expense be necessary for other attendance arrangements or wait times outside Alfa Laval's control, this additional labor and expense will be billed at discounted rates and actual expense cost. If, after inspection it is determined that parts not included in the standard service require replacement, additional costs will apply, less discount.

Scheduling

Alfa Laval will contact Durham County approximately six (6) weeks prior to the recommended service date. Firm date(s) for servicing will be mutually agreed at this time.

Payment

Alfa Laval will invoice Durham county as Services and Spare Parts are supplied. Unless otherwise quoted, Payment will be Net 30 days, in accordance with agreement Terms and Conditions.

Terms & Conditions

General Terms & Conditions will be in accordance with Attachment E.

Duration

The Term of this Agreement is for one year from the Agreement date below. Thereafter, this Agreement will be automatically renewed for additional [one year] term. This Agreement may be terminated by either party, without cause, on thirty (30) days written notice.

Confidentiality

Alfa Laval and Durham County agree that content and execution of this Performance Agreement will remain mutually confidential, and not to be disclosed to third parties without prior written consent.

Date: _____

Date: _____

Wade Shaw
Utilities Superintendent
Manager

Mark Schlitzkus
SE PPS Regional Sales Manager
Alfa Laval Inc.

Appendix A

Equipment / Service Intervals / Arrangement

Location:

Triangle WWTP
5926 Hwy. 55 East
Durham, NC. 27713

Equipment:

ALDEC G2-70 Decanter	Serial Number: 5123636
ALDEC G2-70 Decanter	Serial Number: 5123637
ALDEC G2-70 Decanter	Serial Number: 5123638

Performance Agreement - Recommended Service Intervals and Preparations:

Each service visit will be accomplished consecutively to all centrifuges over the course of a 3 days onsite per machine by 1 of FS people Alfa Laval Field Service Technicians and one (1) Durham County mechanic.

Major Service – 24 months or 16,000 Operating hours*
Scope – Conveyor & Main Bearing Kits, Oil Filters and Lubricants

* Service Intervals may change based on post inspection recommendations.

Durham County to provide:

- Centrifuge shutdown and preparation for overhaul, centrifuge special tools (shipped with machines), appropriate work area, lifting gear, common hand tools, cleaning solvent, shop rags.
- A plant mechanic during service visits for assistance and training
- Capability to operate centrifuge on the process stream at the conclusion of overhauls for the purpose of test run.
- Genuine Alfa Laval spare parts and lubricants (if applicable). Provision of these parts will be coordinated with Alfa Laval when service visits are scheduled.
- Lubrication and Inspections, recommended in the Centrifuge M&O manual, during the periods between Alfa Laval service visits.

Appendix B**Servicing Detail**

- Durham County to thoroughly flush centrifuge and have the centrifuge stopped prior to servicing. This should be scheduled to allow enough time for the centrifuge to cool to a safe working temperature, if necessary.
- Current operating observations discussed with plant operations personnel.
- Centrifuge disassembled. Wear or damage measured, photographed, and noted.
- Lubrication System drained, oil and filter replaced (if applicable)
- Gear Box oil drained, inspected and replaced.
- Centrifuge Assembly rebuilt utilizing parts from Service Kit(s) and Lubricants.
- Centrifuge started; vibration levels measured and noted
- Controls and Auxiliary components checked for proper operation and function.
- Maintenance and Operations Training provided throughout overhaul process.
- Service Report of findings and measurements prepared. Includes forecast for adjusting service schedule and/or future repairs that may need to be considered.
- Plant spares inventory reviewed; recommendations made for replenishment.

Parts Utilized for Preventive Maintenance (subject to discount):

Description	Part Number	Qty/Unit	Usage
Major Kit Main Bearings	61242023- 34	1	Intermediate & Major
Major Service Kit Conveyor	61209798301	1	Intermediate & Major
Gearbox Service Kit	6123968110	1	Intermediate & Major
Oil (20L)	6120367159	1	Intermediate & Major
Grease	6120367150 (Customer supplied)		Intermediate & Major

Appendix C

Field Service Rates

(Effective January 1, 2022)

	<u>List Price</u>
<u>Standard Hours</u> Work performed between 8AM and 5PM, Monday to Friday	\$150.00/hr
<u>Overtime Hours</u> Work performed between 5 PM and 8 AM, Monday to Friday billed @ 1-1/2 times standard hourly rate	
<u>Premium Hours</u> Work performed Saturday billed @ 1-1/2 times standard hourly rate. Work performed on Sunday and Public US Holidays billed @ 2 times standard hourly rate.	
<u>Travel Time</u> <i>Travel time is billed portal to portal.</i>	\$100.00/hr
 <i>Premium Travel Time</i> <i>Saturdays, Sundays, and Public US Holidays</i>	\$150.00/hr
<u>Expenses</u> Hotels, Air Fare, rental cars, meals, and miscellaneous expenses are billed at actual cost. Mileage rate for Alfa Laval cars is billed at \$0.57/mile.	
<u>Pneumatic Tightening Tool Rental</u> <i>(Plate Exchanger Only)</i> Rental period includes time to and from our facility. Customer is responsible for all shipping charges and for any damage to the tools.	\$250.00/day
Minimum Billing of 4 hours on site time Field Service outside the US will be quoted upon request.	
Contact Alfa Laval to schedule service: E-mail: US.FieldService@AlfaLaval.com Toll Free: +1.866.253.2538	

Appendix D

Alfa Laval Dedicated Contacts:

24/7 Helpdesk:

Mr. Clay Goss
Location: Winder, Ga..
Phone: 866-Alfa Laval: 866-253-5282
EFax: 804-545-2044
Mail: clay.goss@alfalaval.com

Regional Sales Manager:

Mark Schlitzkus
Location: Atlanta, Ga
Phone: 713-906-0505
Fax: 1-800-999-6737
Mail: mark.schlitzkus@alfalaval.com

Technical Services Manager

Name: Hunter Herndon
Location: Warminster, PA
Phone: 804-382-7988
Email: Hunter.Herndon@alfalaval.com

Local Area Representative

Name: Heyward Inc.
Location: Charlotte, NC
Phone: 704-583-2305
Email: heyward.net

Certified Technicians to act under this Agreement:

Primary

TBD

Secondary

Customer Dedicated Contacts:

Customer Contact:

Name: Wade Shaw
Phone: 919-730-1780
Mail: wshaw@dconc.gov

Shipping Address:

Triangle WWTP
5926 Hwy. 55 East
Durham, NC. 27713

Billing Address:

Same

Appendix E

Maintenance Intervals

Intervals for Maintenance		Interval (hours)	
	Item	24h Service	
Main Bearings	Lubrication Product Temperature < 60 C or 140 F Product Temperature > 60 C or 140 F	600*	300*
Conveyor Bearings	Lubrication Product Temperature < 60 C or 140 F Product Temperature > 60 C or 140 F	600*	300*
Gearbox	Oil Check Oil Change	1000	2000
Splines (of Shaft & Hub)	Lubrication	8000	
Main Motor	Lubrication	2000	
V-Belts	Change	16000	
Bowl	Check for wear and corrosion		1000
Solids Discharge Bushings	Check	1000	
Safety Equipment	Check function of: All alarm devises Safety equipment	2000	
Labels	Check: Name-Plate All warning labels	2000	
Foundation Bolts	Check	4000	
Vibration Dampers	Check Fit new, if necessary.	4000	

* If using Alfa Laval Grease 6120.3671-34 Or Kluber Isoflex NBU15 the lubrication Interval can be doubled. Lower main bearing temperatures can be achieved.

Appendix E

Terms & Conditions (rev 032204)

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, the word "Equipment" includes all hardware, parts, components, software and options.

1. ACCEPTANCE: Our sale to you is limited to and expressly made conditional on your assent to the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.

2. PRICES: Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or *force majeure*, by any statute, regulation, administrative order or decree or order or judgment of a court of law or other causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. SHIPMENT, RISK OF LOSS, TAXES: Prices are in U.S. Dollars, F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.

5. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

7. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

8. EQUIPMENT WARRANTY AND REMEDY: (a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from delivery to you (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense.

(b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any sub-assemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

9. LIMITATION OF LIABILITY: In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. OWNERSHIP: All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. PATENT INFRINGEMENT (a) We warrant that the Equipment in the condition sold to you is free of the rightful claim of infringement of any apparatus claims of any third-party U.S. patent issued as of the date of our acknowledgment and acceptance of your order, and we will defend, indemnify and hold you harmless from such claims; provided, however, we make no express or implied warranties of non-infringement and undertake no indemnification in respect of third-party rights where the alleged patent infringement is based upon or related to (i) any method, process or product claims in third-party U.S. patents; (ii) any combination of the Equipment with other equipment not supplied by us; or (iii) any modifications of the Equipment made by you and not approved by us.

(b) You shall notify us within 30 days of your receipt of notice of an alleged third-party patent infringement claim that would entitle you to patent infringement indemnification pursuant to paragraph 11(a), and we shall thereupon assume defense of the claim at our expense. We shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 11(a)(i), (ii) or (iii), you shall hold us harmless for all expenses and awards of damage assessed against us, and we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

(d) Our total, cumulative liability under paragraphs 11(a), (b) and/or (c) is limited to 100% of the price paid to us by you for the Equipment.

12. SAFETY AND HEALTH STANDARDS: The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefore in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

13. INSPECTION: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. SOFTWARE PROVISIONS: If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval [or its licensor] and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software.

15. TIME LIMIT FOR BRINGING SUIT: Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. MODIFICATION OF TERMS: The terms and conditions of sale set forth herein are an integral part of our proposal and/or confirmation of order. These terms shall not be deemed altered or modified by printed or other "standard" terms in a purchase order, acceptance or similar document. Our confirmation or acknowledgment of any order is with the express understanding that all printed or other "standard" language on any such documents submitted by you will be entirely disregarded to the extent that it varies from the terms and conditions of this proposal/order which may be modified only by typed or handwritten language in the body of your order, acceptance or similar document, together with a written acknowledgment and acceptance of such modification by us.

17. LIMITATION ON WARRANTIES: THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND AN IMPLIED WARRANTY OF NONINFRINGEMENT. WE HEREBY EXPRESSLY EXCLUDE FROM THIS CONTRACT THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NONINFRINGEMENT. OUR WARRANTIES AND LIABILITIES HEREUNDER ARE LIMITED AS STATED HEREIN.

18. APPLICABLE LAW: Any controversy or claim arising out of the contract or the breach thereof shall be finally decided with binding effect on both parties by the courts of Virginia and in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws.

THE EQUIPMENT AND PARTS DESCRIBED IN THESE TERMS AND CONDITIONS OF SALE MAY CAUSE INJURY IF NOT OPERATED PROPERLY AND FOR THIS REASON ALL OPERATORS SHOULD BECOME THOROUGHLY FAMILIAR WITH THE OPERATING INSTRUCTIONS BEFORE OPERATING THE EQUIPMENT.

Attached for Reference

Alfa Laval, Inc.

Contract Amendment

Dated: 05/17/22

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this **17th day of May, 2022**, by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **ALFA LAVAL, INC.**, (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated January 6, 2021, Funds Reservation 21-740, for the provision of general inspection and troubleshooting services to the TWWTP's (3) G2-70 Centrifuges (S/N's: 5123636, 5123637, and 5123638), and

WHEREAS, the County and Contractor amended the Original Agreement on June 15, 2021, Funds Reservation Number 21-740, to June 30, 2022, on August 16, 2021, Funds Reservation Number 21-740; and

WHEREAS, the County and Contractor desire to amend the Original Agreement ***Funds Reservation 21-740, a third time for additional fiscal years funds***, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement hereby remains through **June 30, 2022**.
2. The compensation paid to Contractor shall be amended to add **Two thousand nine hundred forty-five and 53/100 Dollars (\$2,945.53)** for a new amount not to exceed of **Nineteen thousand three hundred forty-five and 53/100 Dollars (\$19,345.53)**.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

DocuSigned by:

Stephanie Briley

23834FC9FE684AA...

S Deputy Director

Date of Signature: 5/25/2022

ALFA LAVAL, INC.

DocuSigned by:

Mark Schlitzkus

CBC1549A0E69419...

Regional Account Manager

Date of Signature: 5/26/2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

Susan Tejai

89F38A960267458...i, **Durham County Chief Financial Officer**



Field Service Rates – Separation Products

(Effective January 1, 2021)

List Price

Daily Rate:

This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.

\$2,250/day
plus airfare

Daily Overtime:

Any work on site or traveling in addition to the hours associated with the Daily Rate Monday through Friday.

\$281.25/hr

Saturday Rate:

This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Saturday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.

\$3,000/day
plus airfare

Sunday Rate:

This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Sunday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.

\$4,000/day
plus airfare

Training

Scheduled process audits, classroom and/or hands-on maintenance and operator instructional training. This includes all expenses except airfare.

\$2,500/day
plus airfare

Field Service outside the US will be quoted upon request.

Contact Alfa Laval to schedule service:

E-mail: us.fieldservice@alfalaval.com

Toll Free: +1 866 253 2528

ATTACHED FOR REFERENCE

Alfa Laval, Inc.

Contract Amendment #2

Dated: 08/16/21

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this **16th day of August, 2021**, by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **ALFA LAVAL, INC.**, (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated January 6, 2021, Funds Reservation 21-740, for the provision of general inspection and troubleshooting services to the TWWTP's (3) G2-70 Centrifuges (S/N's: 5123636, 5123637, and 5123638), and

WHEREAS, the County and Contractor amended/extended the Original Agreement on June 15, 2021, Funds Reservation Number 21-740, to June 30, 2022; and

WHEREAS, the County and Contractor desire to amend the Original Agreement ***Funds Reservation 21-740, a second time***, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement hereby remains through **June 30, 2022**.
2. The compensation paid to Contractor shall be amended to add **Eight thousand two hundred and No/100 Dollars (\$8,200.00)** for a new amount not to exceed of **Sixteen thousand four hundred and No/100 Dollars (\$16,400.00)**.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

DocuSigned by:

Stephanie Briley
23834FC9FE684AA... **IS Deputy Director**

Date of Signature: 9/24/2021

ALFA LAVAL, INC.

DocuSigned by:

Mark Schultzeus
CBC1549A0E69419... **ional Account Manager**

Date of Signature: 9/24/2021

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

Susan Tejai
89F38A960267458... **Chief Financial Officer**

Quotation


Customer

County of Durham
5926 NC HIGHWAY 55

Durham, NC 27713-4481
UNITED STATES

Delivery address

Triangle Durham WWTP
Atten: Po
5926 NC HWY 55, EAST
Durham, NC 27713
UNITED STATES

Page:

1(4)

Your reference

Invoice address	Your reference	Quote no	Version
Triangle Durham WWTP Atten: Accounts Payable 5926 NC HWY 55, EAST Durham, NC 27713 UNITED STATES		O-210802-00728	1
Our reference	Date of request	Your VAT reg no	Goodsmark
	08/02/2021		
	Customer request no	Delivery contact	
	Tom Kutch		

Contact person	Our reference	Date	Expiry date
Dominick Ruggiero	Dominick Ruggiero	08/02/2021	08/02/2021
Delivery method	Payment terms	Cust no	
Road Express	Net 30 Days	E1790099	
Delivery terms (Incoterms 2020*)			
DAP - Delivered At Place Durham			

Delivery dates are best estimates. Where zero days are quoted, items are available ex-stock subject to prior sale.

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	Quantity	Net price	Amount
1	SDLP Separation Daily Rate			4.00 PCE	1,800.00	7,200.00

Major Service on G2-70 5123636
Est 2 days travel and 2 days onsite
This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. The amount of days quoted is only an estimate. There could be more or less days needed depending on the scope, location of equipment and unforeseen issues. We bill based on a daily rate. Please see our rate sheet attached with the quote for our daily rates. We will only bill for actual time used. This price includes all travel expenses except airfare. If airfare is needed we est it to be up to \$1,500. This price is portal to portal. Please refer any questions to Dominick Ruggiero. Dominick.ruggiero@alfalaval.com

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL. The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request. The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority. Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
955 Mearns Road
Warminster, PA 18974
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation

**Customer**

County of Durham

Cust no

E1790099

Your reference**Customer request no**

Tom Kutch

Quote no**O-210802-00728****Version****1****Date**

08/02/2021

Page:

2(4)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
2	L Est Airfare				1.00 AMT	1,000.00	1,000.00
This is the est airfare if needed. Only if needed, we estimate that airfare could be as high as \$1,500.00. We will only charge for actual airfare price at the time of travel. This price is portal to portal.							
3	6123968110 SERVICE KIT		0		1.00 PCE	539.05	539.05
4	6120367162 GREASE.		0		3.00 PCE	18.74	56.22
Item: 6120367162 replaces item: 6120367154							
5	6120367150 GREASE 0,4KG.		0		3.00 PCE	33.28	99.84
6	6124202334 MAJOR SERVICE KIT		0		1.00 PCE	1,798.33	1,798.33
7	6120979830 MAJOR SERVICE KIT		0		1.00 PCE	1,787.76	1,787.76

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
955 Mearns Road
Warminster, PA 18974
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation


Customer

County of Durham

Cust no

E1790099

Your reference
Customer request no

Tom Kutch

Quote no

O-210802-00728

Version

1

Date

08/02/2021

Page:

3(4)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
8	6123396717 V-BELT		0		4.00 PCE		0.00
9	6120367110 OIL, 4 L, MERETA 320		0		2.00 PCE	147.46	294.92

This Estimate is Based on the Following:

Full time support from 1-2 of your staff equipped with common hand tools.

All Special tools sold with the machine are readily available

Daily Rate is defined as: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.

This quote is subject to Alfa Laval's attached Terms and Conditions

Access to your maintenance shop.

Access to hoisting equipment and operator if needed

Your staff will work with our technician for lock out / tag out and isolating systems

A safe clean work environment

To schedule this service please provide a formal purchase order to US.FieldService@alfalaval.com. The purchase order should include the following:

Clear statement of scope of service

Accurate bill to and ship to address

Contact information of site contact, including phone number, email or fax

Contact information of your accounts payable department

Contact information for the buyer associated with this project

This quote is subject to Alfa Laval's attached Terms and Conditions.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
955 Mearns Road
Warminster, PA 18974
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation

**Customer**

County of Durham

Cust no

E1790099

Your reference**Customer request no**

Tom Kutch

Quote no**O-210802-00728****Version****1****Date**

08/02/2021

Page:

4(4)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
----	-------------	---------------	-----------	-----	----------	-----------	--------

Item value	12,776.12
------------	-----------

Freight	29.83
---------	-------

Sales Tax	345.45
-----------	--------

Order total USD	13,151.40
------------------------	------------------

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
955 Mearns Road
Warminster, PA 18974
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Attached for Reference

Alfa Laval, Inc.

Contract Amendment #1

Dated: 06/15/21

**NORTH CAROLINA
DURHAM COUNTY****CONTRACT AMENDMENT**

THIS CONTRACT AMENDMENT is made and entered into this **15th day of June, 2021**, by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **ALFA LAVAL, INC.**, (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated January 6, 2021, Funds Reservation 21-740, for the provision of general inspection and troubleshooting services to the TWWTP's (3) G2-70 Centrifuges (S/N's: 5123636, 5123637, and 5123638), and

WHEREAS, the County and Contractor desire to amend the Original Agreement, ***Funds Reservation 21-740, a first time***, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through **June 30, 2022**.
2. The compensation paid to CONTRACTOR shall remain an amount not to exceed of **Eight thousand two hundred and No/100 Dollars (\$8,200.00)**.
3. **INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR's performance during the execution of this Contract.
4. **SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

5. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

DocuSigned by:

 By: Stephanie Brixey, E&ES Deputy Director

Date of Signature: 6/15/2021

ALFA LAVAL, INC.

DocuSigned by:

 By: Mark Schlitzkus, Regional Account Manager

Date of Signature: 6/16/2021

Attached for Reference

Alfa Laval, Inc.

Initial Contract

Dated: 01/06/21

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the **6th day of January, 2021**, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **ALFA LAVAL, INC.**, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

2. **EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **January 6, 2021**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from **January 6, 2021 to June 30, 2021** unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed **Eight thousand and No/100 Dollars (\$8,200.00)** as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.
 5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 6. Local tax records of the COUNTY that contained information about a taxpayer’s income or receipts.
 7. Any attorney/client privileged information disclosed by either party.

8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term “Personal Identifiable Information” shall mean information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County’s prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.

- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of "confidential information" and "personal identifiable information", by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

- 6. INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR's performance during the execution of this Contract.
- 7. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 8.1 or 8.2, shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham COUNTY Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies). Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the COUNTY against any associated 4980H penalties. Please complete Exhibit A and return with this contract.

17. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual

from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

20. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

22. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

- 23. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**ALFA LAVAL, INC.
ATTN: MARK SCHLITZKUS
955 MEARN'S ROAD
WARMINSTER, PENNSYLVANIA 18974**

- 24. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

- 25. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

- 26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

- 27. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs.

- 28. ENTIRE CONTRACT.** This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.


COUNTY OF DURHAM

DocuSigned by:

23834FC9FE684AA... S Deputy Director

Date of Signature: 1/7/2021

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

89F38A960267458...i, Durham County Chief Financial Officer

ALFA LAVAL, INC.

DocuSigned by:

CBC1549A0E69419...ional Account Manager

Date of Signature: 1/8/2021

ATTACHMENTS to follow



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **COUNTY OF DURHAM** ("County"), and **ALFA LAVAL, INC.** ("Contractor"), which contract is dated **January 6, 2021**. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

- I. **Background/Purpose:** The purpose and intent of this request is to establish a contract with Alfa Laval, Inc. to provide general inspection and troubleshooting services to the TWWTP's (3) G2-70 Centrifuges (S/N's: 5123636, 5123637, and 5123638).
- II. **References:** The following documents are incorporated herein by reference to them:
 - Alfa Laval Quote dated December 02, 2020, #O-201202-00837 for Customer # E1790099 – Triangle Durham WWTP.
- III. **Work/Requirements:** Alfa Laval staff will inspect and perform troubleshooting steps on the TWWTP's (3) G2-70 Centrifuges with some assistance from Durham County Maintenance staff. Durham County will provide a clean working environment, assistance on lock out/tag out and isolating systems as well as provide access to the maintenance shop and hoisting equipment with operator if necessary. Any additional items found to be needed during the inspection, photos and quotes will be provided for approval before any further work is conducted.
- IV. **Schedules/Timelines:** The Contractor shall provide service to the County upon contract execution, scheduling and parts availability, 8:00 AM – 4:00 PM, Monday through Friday.
- V. **Transmittal/Delivery/Accessibility:** Contractor shall be escorted by County staff at all times while on County property and at off-site locations. Our primary contact at Alfa Laval is Mark Schlitzkus, Cell: (864) 395-5444, E-mail: mark.schlitzkus@alfalaval.com. Tom Kutch, Utility Supervisor, Desk: (919) 560-9048, Cell: (919) 697-0356, E-mail: tkutch@dconc.gov, will be the primary Durham County contact with Wade Shaw, Utilities Superintendent, Desk: (919) 560-9038, Cell: (919) 730-1780, E-mail: wshaw@dconc.gov, as the secondary contact.
- VI. **Payment:** Invoices and/or additional submittals shall be forwarded to County Primary Contact for review. Upon payment authorization, invoices will be paid net 30. Invoices and forms submitted **MUST** reference Durham County Funds Reservation Number assigned to this contract. Authorization of payments will be forwarded to the Finance Department dependent on receipt of all forms. The County may withhold payment if required reports or submittals are not received. For this work the contractor will be paid per submitted invoices, based on quoted rates, up to an annual total not to exceed of \$8,200.00, in accordance with Durham County Policies and Terms of Agreement following work completion. Invoices should be mailed to Durham County Utilities – TWWTP, ATTN: Accounts Payable, 5926 Highway 55 East, Durham, NC 27713 or e-mailed to utilities@dconc.gov.

Quotation


Customer

County of Durham
5926 NC HIGHWAY 55

Durham, NC 27713-4481
UNITED STATES

Delivery address

Triangle Durham WWTP
Atten: Po
5926 NC HWY 55, EAST
Durham, NC 27713
UNITED STATES

Page:

1(2)

Your reference

Invoice address	Your reference	Quote no	Version
Triangle Durham WWTP		O-201202-00837	1
Atten: Accounts Payable		Your VAT reg no	Goodsmark
5926 NC HWY 55, EAST	Date of request		
Durham, NC 27713	12/02/2020		
UNITED STATES	Customer request no	Delivery contact	
Our reference	Quote		

Contact person

Beth Bond
+1215-443-4246

Delivery method

Road Express

Delivery terms (Incoterms 2020*)

DAP - Delivered At Place
Durham

Date

12/02/2020

Expiry date

good through 6/30/2021

Payment terms

Net 30 Days

Cust no

E1790099

Delivery dates are best estimates. Where zero days are quoted, items are available ex-stock subject to prior sale.

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	Quantity	Net price	Amount
Trouble shoot G2						
1	SDLP Separation Daily Rate			4.00 PCE	1,800.00	7,200.00
2	L Airfare if needed			1.00 AMT	1,000.00	1,000.00

This Estimate is Based on the Following:

Full time support from 1-2 of your staff equipped with
common hand tools.

All Special tools sold with the machine are readily
available

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
955 Mearns Road
Warminster, PA 18974
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation


Customer

County of Durham

Cust no

E1790099

Your reference
Customer request no

Quote

Quote no

O-201202-00837

Version

1

Date

12/02/2020

Page:

2(2)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
----	-------------	---------------	-----------	-----	----------	-----------	--------

Daily Rate is defined as: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.

Access to your maintenance shop.

Access to hoisting equipment and operator if needed

Your staff will work with our technician for lock out / tag out and isolating systems

A safe clean work environment

To schedule this service please provide a formal purchase order to US.FieldService@alfalaval.com. The purchase order should include the following:

Clear statement of scope of service

Accurate bill to and ship to address

Contact information of site contact, including phone number, email or fax

Contact information of your accounts payable department

Contact information for the buyer associated with this project.

Item value	8,200.00
------------	----------

Order total USD	8,200.00
------------------------	-----------------

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
955 Mearns Road
Warminster, PA 18974
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com