



February 21, 2013

The Honorable City Council  
of the City of Los Angeles  
City Hall, Room 395  
Los Angeles, CA 90012

Subject: **APPROVE THE CONTRACT WITH EATON CORPORATION FOR ELECTRICAL SUPPLIES AND REPAIR SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT, LA/ONTARIO INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT.**

LAX

LA/Ontario

Van Nuys

City of Los Angeles

Antonio R. Villaraigosa  
Mayor

Board of Airport  
Commissioners

Michael A. Lawson  
President

Valeria C. Velasco  
Vice President

Joseph A. Aredas  
Robert D. Beyer  
Ann M. Hollister  
Fernando M. Torres-Gil

Gina Marie Lindsey  
Executive Director

In accordance with Section 373 of the City Charter, the Board of Airport Commissioners transmits for your approval the Contract between the City of Los Angeles and Eaton Corporation for electrical supplies and repair services for all switchgear and uninterruptible power source equipment at Los Angeles International Airport, LA/Ontario International Airport and Van Nuys Airport.

*RECOMMENDATION FOR CITY COUNCIL*

1. APPROVE the Contract between the City of Los Angeles and Eaton Corporation.
2. CONCUR in the Board's action authorizing the Executive Director to execute the Contract between the City of Los Angeles and Eaton Corporation.
3. FIND that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1(4) of the Los Angeles City CEQA Guidelines.

The Board of Airport Commissioners, at their meeting held on February 19, 2013, by Resolution No. 25037 approved the Contract subject to the approval of your Honorable Body is attached.

There is no impact on the General Fund.

*CONCLUSION*

Please return the attached Contract to the Department of Airports' Board Office after City Council approval and Certification of that approval.

Very truly yours,

Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS

- cc: Trade, Commerce and Tourism Committee  
 Councilmember LaBonge, E-file  
 Councilmember Rosendahl, E-file  
 Councilmember Buscaino, E-file  
 CAO (Airport Analyst), E-file  
 CLA (Airport Analyst), E-file  
 City Clerk's Office, Enc. (one original and one copy)



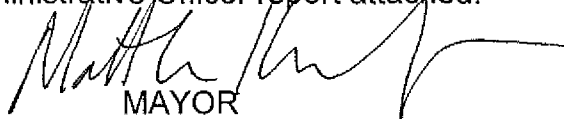
0150-09900-0000

**TRANSMITTAL**

TO Gina Marie Lindsey, Executive Director Department of Airports	DATE <b>JAN 31 2013</b>	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 6, 11, City of Ontario	

**Request to Join United States General Services Administration Contract and Execute an Agreement with Eaton Corporation for Provision of Electrical Supplies and Repair Services for Electrical Equipment and Uninterruptible and Interruptible Power Source Equipment at Los Angeles International, LA/Ontario International, and Van Nuys Airports**

Transmitted for further processing, including Council consideration. See the City Administrative Officer report attached.

  
MAYOR

MAS:WDC: 10130076t

REPORT FROM

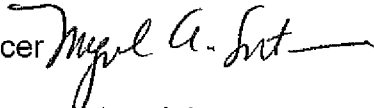
## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: January 25, 2013

CAO File No. 0150-09900-0000  
Council File No.  
Council District: 6, 11; City of Ontario

To: The Mayor

From: Miguel A. Santana, City Administrative Officer 

Reference: Transmittal from the Los Angeles World Airports dated January 2, 2013; referred by the Mayor for report on January 8, 2013

Subject: **REQUEST TO JOIN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACT AND EXECUTE AN AGREEMENT WITH EATON CORPORATION FOR PROVISION OF ELECTRICAL SUPPLIES AND REPAIR SERVICES FOR ELECTRICAL EQUIPMENT AND UNINTERRUPTIBLE AND INTERRUPTIBLE POWER SOURCE EQUIPMENT AT LOS ANGELES INTERNATIONAL, LA/ONTARIO INTERNATIONAL, AND VAN NUYS AIRPORTS**

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### SUMMARY

The Executive Director of the Los Angeles World Airports (LAWA; Department) requests approval to (1) join federal General Services Administration (GSA) Contract GS-07F-9460G and (2) execute a proposed Agreement with Eaton Corporation (contractor), an international diversified power management company headquartered in Cleveland, Ohio, for the provision of electrical supplies, repair services, and equipment in support of emergency and backup power for LAWA's three active airports in instances where the main power supply is interrupted. The proposed Agreement with Eaton Corporation, a contractor selected by the GSA through a competitive process, is for four years, coincident with the expiration of the GSA contract. The proposed contract is for approximately \$2 million annually (\$1,900,000 for Los Angeles International Airport {LAX}, \$75,000 for Los Angeles/Ontario International Airport {LA/ONT}, and \$25,000 for Van Nuys Airport {VNY}) for a not-to-exceed \$8 million over its four-year term.

The estimated expenditures are based upon (1) historic spending levels and (2) the need for additional funds for LA/ONT and VNY as well as for maintenance of new 34.5kV (kilovolts; 1,000 volts) high-voltage switchgear and additional uninterruptible power supply (UPS) units in the Bradley West Terminal at LAX. By joining the GSA contract, the Department believes that the contractor selection process can be expedited and that savings resulting from volume purchasing can be obtained. The above-referenced aspects of the proposed contracts and this report incorporate revised information received from the Department subsequent to the initial request. Additionally, pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5, Council

approval of the proposed contract is required in that the cumulative term of the contract will exceed three years. Execution of the contract is subject to City Attorney approval as to form.

Actual services include electrical supplies and repair for high-voltage switchgear, uninterruptible power source, and interruptible power source equipment in support of LAWA's routine maintenance program at its three active airports.

The statewide agreement for electrical supplies and repair services for high-voltage electrical switching gear, UPS, and interruptible power source equipment was competitively bid by the State of California in 2007 and offers State and non-State agencies various services at a discount obtained through volume pricing. The GSA Contract GS-07F-9460G was executed with Eaton Corporation in 1997 for an initial five-year term with three five-year renewal options. The original contract and all renewal options will expire on February 28, 2017.

Budgeted funds in the amount of \$2 million will be used to finance the first year of the proposed four-year contract. Future funding will be requested as part of the Department's annual budget process.

## **Background**

In February 1997, the General Services Administration entered into a five-year contract with the Eaton Corporation that included three five-year renewal options. The contract for electrical supplies and repair services for high-voltage switching gear and UPS and interruptible power source equipment was competitively bid and, because of the estimated number of government agency customers, provides pricing based upon volume purchases.

An initial three-year contract with the Eaton Corporation was executed by LAWA in 2010 using the GSA contract. Since the contract will expire on April 28, 2013, and in order to continue using the agreement and benefitting from the volume pricing discounts, the Department must (1) re-join the GSA contract and (2) execute a new contract with Eaton Corporation. The term of the new contract with Eaton Corporation will expire at the same time that the underlying GSA contract expires: February 28, 2017.

## **Alternative to the Proposed Agreement Using the Federal GSA Contract**

According to the Department, the alternative to approving the proposed agreement with Eaton Corporation using the GSA contract is to develop a separate competitive process that (1) could be lengthy and extend beyond the current contract's April 28, 2013 expiration, and (2) may not match the savings from volume purchases that can be obtained through the GSA contract.

## **Compliance with City Administrative Requirements**

The Eaton Corporation is either in compliance with, or the Department will monitor and ensure the contractor's compliance with, the City's Living Wage Ordinance, Affirmative Action Program, Child Support Obligations Ordinance, Contractor Responsibility Program, and the Bidder Contributions City Ethics Commission Form 55 pertaining to the City's contract bidder campaign contribution and

fundraising restrictions (Charter Amendment H) that became effective in April 2011. The Eaton Corporation must have approved insurance documents, in the terms and amounts required, on file with LAWA prior to issuance of the Notice to Proceed. The contractor has been determined by the Department of Public Works, Office of Contract Compliance, to be in full compliance with the Equal Benefits Ordinance provisions. According to LAWA, the proposed contract is not subject to (1) the provisions of the First Source Hiring Program, (2) the provisions of Charter Section 1022 (Use of Independent Contractors, and (3) the Minority Business Enterprise/Women Business Enterprise program due to the lack of subcontracting opportunities.

City Council approval of the proposed Agreement is required in accordance with Charter Section 373, "Long Term Contracts Approved by Council," and the Los Angeles Administrative Code Section 10.5, "Limitation and Power to Make Contracts," in that the Agreement will exceed three years.

### **Compliance with California Environmental Quality Act Guidelines**

With respect to the proposed Agreement's compliance with CEQA (California Environmental Quality Act) guidelines, restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment and systems to meet current standards of public health, safety, and environmental protection is exempt from the requirements of CEQA pursuant to Article III, Class 1(4) of the Los Angeles City CEQA Guidelines.

### **RECOMMENDATIONS**

That the Mayor:

1. Authorize the Executive Director, Los Angeles World Airports (LAWA), to join United States General Services Administration Contract No. GS-07F-9460G with the Eaton Corporation, a competitively bid contract for electrical supplies and repair services in support of LAWA's emergency backup power systems for Los Angeles International, Los Angeles/Ontario International, and Van Nuys Airports, in order to benefit from volume purchasing pricing;

2. Approve, subject to City Attorney approval as to form, the proposed four-year Agreement with the Eaton Corporation for a not-to-exceed amount of \$8,000,000, for electrical supplies and repair services in support of LAWA's emergency backup power systems for the Los Angeles International, Los Angeles/Ontario International, and Van Nuys Airports; and

3. Return the proposed Agreement with the Eaton Corporation to the Department for further processing, including Council consideration.

### **FISCAL IMPACT STATEMENT**

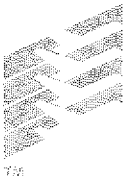
Approval of the proposed Agreement with the Eaton Corporation will have no impact on the General Fund. Funding for the first year of the four-year agreement (approximately \$2 million) is available in the FY2012-13 Los Angeles World Airports Operating Budget in LAX Cost Center 1150073 – Buildings and Field Electric Shop Sub-Units; in LA/ONT Cost Center 1300006 – Facilities Repair and

Maintenance Services; and in VNY Cost Center 1400003 – Maintenance Services, Commitment Item 522 – Materials and Supplies. Future funding will be requested as part of the annual budget request. This project complies with the Department of Airports' adopted Financial Policies.

**Time Limit for Council Action**

In accordance with Charter Section 373, "Long Term Contracts Approved by Council," and the Los Angeles Administrative Code Section 10.5, "Limitation and Power to Make Contracts," the proposed Agreement must be approved by the Council before it can become effective. Unless the Council takes action disapproving a contract that is longer than three years within 60 days after submission to Council, the contract will be deemed approved.

*MAS:WDC:10130076*



**RESOLUTION NO. 25037**

WHEREAS, on recommendation of Management, there was presented for approval, Los Angeles World Airports joining United States General Services Administration's Contract No. GS-07F-9460G and Award a four (4)-year Contract to Eaton Corporation for electrical supplies and repair services for all switchgear and uninterruptible power source equipment for annual amounts of approximately \$1,900,000 at Los Angeles International Airport (LAX), \$75,000 at LA/Ontario International Airport (ONT), \$25,000 at Van Nuys Airport (VNY), and an overall amount not to exceed \$8,000,000; and

**LAX**

**LA/Ontario**

**Van Nuys**

**City of Los Angeles**

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Gina Marie Lindsey  
Executive Director

WHEREAS, on February 27, 1997, United States General Services Administration (GSA) entered into a five (5)-year contract, with three (3) five-year renewal options, with Eaton Corporation for electrical supplies and repair services for switchgear and uninterruptible power source equipment (Contract No. GS-07F-9460G). By exercising all available renewal options, Contract No. GS-07F-9460G will expire on February 28, 2017; and

WHEREAS, the electrical supplies and repair services obtained through the requested contract will support Los Angeles World Airports' (LAWA) ongoing maintenance program to maintain critical power distribution equipment as well as emergency or backup power systems for LAWA properties when utility power is interrupted. The requested contract amounts are based on prior historical spending levels with additional funds added for ONT and VNY, and to cover additional maintenance responsibilities for new 34.5kV switchgear and additional uninterruptible power source units in Bradley West at LAX. If for any reason, GSA's Contract No. GS-07F-9460G with the Eaton Corporation terminates prior to February 28, 2017, LAWA's contract with the Eaton Corporation will terminate at the same time; and

WHEREAS, funds for the contract are included in Fiscal Year 2012-2013 LAWA Operating Budget in LAX Cost Center 1150073 – Buildings & Field Electric Shop Sub-Units, in ONT Cost Center 1300006 – Facilities Repair & Maintenance Services and in VNY Cost Center 1400003 – Maintenance Services; Commitment Item 522 – Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process; and

WHEREAS, restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment and systems to meet current standards of public health, safety and environmental protection is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article III Class 1(4) of the Los Angeles City CEQA Guidelines; and

WHEREAS, Eaton Corporation will comply with the provisions of the Living Wage Ordinance; and

WHEREAS, GSA does not have a Minority/Women Business Enterprise (M/WBE) program or similar outreach program, and therefore, no M/WBE participation levels were set for the project. Further, Procurement Services Division has reviewed this action (File No. 10034556) and confirmed there are no specific M/WBE levels of participation for the project, as no subcontracting opportunities were identified; and

WHEREAS, Eaton Corporation will comply with the provisions of the Affirmative Action Program; and



WHEREAS, Eaton Corporation has been assigned Business Tax Registration Certificate No. 903512-85; and

WHEREAS, Eaton Corporation will comply with the provisions of the Child Support Obligations Ordinance; and

WHEREAS, Eaton Corporation must have approved insurance documents, in the terms and amounts required, on file with LAWA prior to issuance of a Notice to Proceed; and

WHEREAS, Eaton Corporation has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance, and will comply with the provisions of said program; and

WHEREAS, Eaton Corporation has been determined by Public Works – Office of Contract Compliance to be in full compliance with the provisions of the Equal Benefits Ordinance; and

WHEREAS, Eaton Corporation has submitted the Bidder Contributions City Ethics Commission Form 55, and will comply with its provisions; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from the California Environmental Quality Act requirements; adopted the Staff Report; approved Los Angeles World Airports joining United States General Services Administration's Contract No. GS-07F-9460G and Award a four (4)-year Contract to Eaton Corporation for electrical supplies and repair services for all switchgear and uninterruptible power source equipment for an overall amount not to exceed \$8,000,000; and authorized the Executive Director or designee to execute the Contract with Eaton Corporation upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

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I hereby certify that this Resolution No. 25037 is true and correct, as adopted by the Board of Airport Commissioners at its Special Meeting held on Tuesday, February 19, 2013.



Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS



**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND  
EATON CORPORATION  
FOR LOS ANGELES WORLD AIRPORTS**

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THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (hereinafter referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA"), and **EATON CORPORATION** (hereinafter referred to as "Contractor").

**RECITALS**

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, City desires to obtain materials and services for the repair and maintenance of all high voltage switchgear and **uninterruptible and interruptible power source equipment (collectively referred to herein as the "Goods and Services")** for use by LAWA at Los Angeles International Airport ("LAX"), LA/Ontario International Airport ("ONT") and Van Nuys Airport ("VNY"); and

WHEREAS, Contractor has agreed to sell the Goods and Services to the City pursuant to the terms set forth in the Federal General Services Administration Contract GS-07F-9460G (the "GSA Contract"); and

WHEREAS, LAWA has reviewed the GSA Contract and has determined that it is in the City's best financial interest to contract with Contractor for the purchase of the Goods and Services pursuant to the terms set forth in the City Contract since that will provide LAWA with the best available pricing;

NOW, THEREFORE, Contractor and the City agree and hereby contract for the City to purchase the Goods and Services from Contractor pursuant to the terms set forth in the GSA Contract and subject to the following terms and conditions:

**Section 1.0 Term of Contract.**

1.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon City's issuance of a Notice to Proceed, and shall expire upon the termination of the GSA Contract, including any extensions or exercise of options thereto, but no later than four (4) years after the Notice to Proceed.

1.2 City may terminate this Contract, with or without cause, upon giving Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**Section 2.0 Contractor Scope and Fee.**

2.1 Contractor agrees to provide the Goods and Services to City under the contractual terms and conditions set forth in the GSA Contract. Said GSA Contract is attached hereto and incorporated by reference herein as Exhibit "A". In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the GSA Contract, all conflicts shall be resolved in favor of this Contract and all of its amendments over the GSA Contract.

2.2 City shall pay Contractor for the Goods and Services to be performed and supplied by Contractor as set forth in Exhibit "A". Said fees to be paid Contractor by City shall not exceed One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000.00) annually for LAX, Seventy Five Thousand and 00/100 Dollars (\$75,000.00) annually for ONT and Twenty Five Thousand and 00/100 Dollars (\$25,000.00) annually for VNY, and an overall amount not to exceed Eight Million and 00/100 Dollars (\$8,000,000.00) for the term of this Contract.

2.3 Contractor shall attach to each billing an invoice and a status report specifying in detail the quantity and pricing of the Goods and Services it has supplied to LAWA during the period covered by the invoice.

2.4 In consideration for the Goods and Services provided under this Contract, City shall pay Contractor pursuant to Exhibit "A". The stated amounts described in Exhibit "A" are deemed to include all provisions for Contractor's compensation for Goods and Services, including, without limitation, fringe benefits, all out-of-pocket expenses, and overhead costs. City is not obligated to pay for Contractor's time or expenses associated with travel unless specifically authorized by advance written notice from LAWA.

2.5 City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Executive Director, such would be in the best interest of City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City's representative at LAWA's Office at the address listed below upon fifteen (15) days notice. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

2.6 City shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Contract, the appropriate amount.

2.7 City shall not be required to make payments for Goods and Services not yet supplied nor for Goods and Services deemed unsatisfactory by City or for Goods and Services not received.

The parties agree that the Executive Director shall make the final determination as to when Contractor's Goods and Services or any part thereof have been satisfactorily performed or completed or the Goods and Services delivered to City to justify release of any given payment to Contractor under this Contract.

2.8 If a necessary change causes an increase in the scope of work or services to be performed or the Goods and Services to be supplied by Contractor pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of said increased work or service.

2.9 The prices offered for the purchase of Goods and Services under this agreement shall be as low as those currently charged the Contractor's most favored customers for comparable quantities under similar terms and conditions. If, at the time LAWA places orders for Goods and Services, additional discounts are available to Contractor's other government and commercial customers based on volume guarantees, then, on condition that LAWA requests Contractor's then current list of lowest available prices from Contractor, LAWA will be offered the opportunity to purchase Goods and Services at such lower prices as those charged to Contractor's most favored customer based on comparable quantities and similar terms and conditions.

### **Section 3.0 Notices.**

3.1 Notice to City. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

3.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**EATON CORPORATION  
8609 Six Forks Road  
Raleigh, NC 27615**

or to such other address as Contractor may designate by written notice to City.

3.3 The execution of any such notice by the Executive Director shall be as effective as to Contractor as if it were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the Executive Director or the designee to execute any such notice.

3.4 All such notices, except as otherwise provided herein, may either be delivered personally to Executive Director with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

#### **Section 4.0 City Held Harmless.**

4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees.

4.2. In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

4.3 In Contractor's defense of the City under this Section, including but not limited to the negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

4.4. Survival of Indemnities. The provisions of this Section 4 shall survive the termination of this Agreement.

**Section 5.0 Restrictions and Regulations.**

5.1 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

5.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Executive Director which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Executive Director with respect to the operation of Airport.

5.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

5.4 Contractor shall be solely responsible for insuring that the Supplies fully comply with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

**Section 6.0 Independent Contractor.**

6.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

6.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

**Section 7.0 Assignment or Transfer Prohibited.**

7.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of Executive Director.

7.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more

of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the Executive Director is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

**Section 8.0 Waiver.**

8.1 The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

**Section 9.0 Default and Right of Termination.**

9.1 In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, City shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after City's mailing such notification, City may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

9.2 Notwithstanding anything herein to the contrary, either party has the right to terminate this Contract, with or without cause, upon thirty (30) days advance written notice to the Contractor.

**Section 10.0 Ownership of Work Product.**

10.1 Contractor agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or contributed by Contractor specifically for this project, either individually or in collaboration with others, and paid for by City, shall belong to and be the sole property of the City.

10.2 This provision does not apply to any pre-existing intellectual property created by Contractor or its subcontractors prior to their performance of tasks under this Agreement; nor will this provision apply to any enhancement of or alteration to the pre-existing intellectual property created by Contractor or its subcontractors during their performance of tasks under this Agreement.

**Section 11.0 Disabled Access.**

11.1 As directly related to Contractor's responsibilities with regard to this Contract, Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal,

state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

11.2 Should Contractor fail to comply with Section 6.1, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

## **Section 12.0 Miscellaneous Provisions.**

12.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

12.2 **Section Headings.** The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

12.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

12.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

12.5 **Laws of California.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the Southwest District of the California Superior Court located in the County of Los Angeles.

12.6 **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

12.7 **Amendments to Ordinances and Codes.** The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference, shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

### **Section 13.0 Entire Agreement**

13.1 This Contract, the Exhibits attached hereto, and other materials referenced herein, contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

### **Section 14.0 Living Wage and Service Contract Worker Retention Requirements**

#### **14.1 Living Wage Ordinance**

14.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

14.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are



not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

14.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

14.1.4 Subcontractor Compliance. Contractor agrees to include in every subcontract involving this Contract entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

14.2 Service Contract Worker Retention Ordinance. This Contract may be subject to the Service Contract Worker Retention Ordinance ("SCWRO")(Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers

under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

**Section 15.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.**

15.1. During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Contractor shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

15.2. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.3. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.4. All subcontracts awarded under this Contract shall contain similar provisions and Contractor shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to City.

15.5. Contractor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

**Section 16.0 Business Tax Registration.**

16.1. Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

16.2. Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

**Section 16.0 Child Support Orders.**

16.1. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's, or Contractor's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

16.2. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

**Section 17.0 Insurance.**

17.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract the following types and amounts of insurance:

COVERAGE TYPE	POLICY LIMITS
A. Worker's Compensation	Statutory
B. Automobile Liability including	\$10 Million Combined Single Limit ("CSL")
i. Any Auto	
ii. Hired Autos	
iii. Non-owned Autos)	
C. Aviation/Airport Liability	\$10 Million CSL
OR	
Commercial General Liability	\$10 Million CSL
(including the following coverages:	
i. Premises and Operations	
ii. Contractual Liability (Blanket/Schedule)	
iii. Independent Contractors	
iv. Personal Injury	
v. Products/Completed Operations)	
vi. Explosion, Collapse & Underground	
vii. Broad Form Property Damage	
viii. Additional Insured Endorsement (Specifically naming "Los Angeles World Airports"—Blanket Endorsements are unacceptable.)	
D. Coverage for Hazardous Substances (Must Meet Federal and/or State Requirements)	
i. Sudden Occurrence (Must Meet Federal and/or State Requirements)	
ii. Non-sudden Occurrence (Must Meet Federal and/or State Requirements)	
E. Professional Liability	N/A

17.2 The specified insurance (except for Workers' Compensation and Professional Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airport, the Board, and all of its officers, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor at the Airport.

17.3 Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against City for Losses arising from activities and operations of Contractor insured in the performance of Services under this Contract.

17.4 Sub-contractors. Contractor shall include all of its Sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each Sub-contractor. All coverages for Sub-contractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by Executive Director and approved as to form by the City Attorney.

17.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City of Los Angeles assumed by the Contractor under this Contract.

17.6 All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of Contractor, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Contractor.

17.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Contractor's operations and the type of insurance involved.

17.8 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer of Contractor in its operations at the Airport.

17.9 In the event Contractor fails to furnish City evidence of insurance, or to maintain the insurance as required under this Section, City, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.

17.10 At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the City. If any such coverage is cancelled or reduced, Contractor shall, within fifteen (15) days of

such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

17.11 Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Contractor provide actual, written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

17.12 City and Contractor agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by the Executive Director, who may thereafter require Contractor to adjust the amount(s) of insurance coverage(s) to whatever amount(s) Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

#### **Section 18.0 Contractor Responsibility Program.**

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval. Contractor expressly agrees, as part of its obligations under this Contract, to comply with the terms of the Contractor Responsibility Program, including any future amendments thereto and incorporated herein by reference. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

#### **Section 19.0 Equal Benefits Ordinance (EBO).**

19.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

19.2. During the term of this Contract, Contractor certifies and represents that the Contractor will comply with the EBO. Furthermore, Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

'During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.'

**Section 20.0 Assignment of Anti-Trust Claims.**

Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each Proposer that in submitting a proposal to LAWA the Proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Proposer.

**Section 21.0 Compliance With Los Angeles City Charter Section 470(C)(12)**

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other

available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**Section 22.0 First Source Hiring Program for Airport Employers (LAX Only).**

Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Exhibit "B" and made a material term of this Agreement. Contractor shall be an "Airport Employer" under the First Source Hiring Program.

**Section 23.0 Prevailing Wage.**

Contractor shall, at all times during the performance of the work hereunder, pay the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract, at such rate(s) as has been determined by the Director of the Department of Industrial Relations of the State of California, or by the US Department of Labor (Davis-Bacon Act as specifically applied to Los Angeles County. See the following link:<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=CA20030033>). Contractor shall pay the higher of these stated prevailing labor rates.

[Remainder of This Page Intentionally Left Blank]



IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by the Executive Director and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

Carmen A. Trutanich,  
City Attorney

Date: 2/20/13

By: [Signature]  
Deputy City Attorney

CITY OF LOS ANGELES

By: \_\_\_\_\_  
Executive Director  
Department of Airports

By: \_\_\_\_\_  
Deputy Executive Director  
Comptroller

ATTEST:

By: [Signature]  
Signature (Secretary) Controller

GIOVANNI N COLTAZZO  
Print Name

EATON CORPORATION

By: [Signature]  
Signature

Paul R. Cody  
Print Name

Vice President & General Mgr  
Print Title

[SEAL]

# EXHIBIT A



Eaton's US Economic Stimulus Recovery Site

## Authorized FSS Price List

### Power Distribution Equipment

Schedule 056 - Buildings and Building Materials/Industrial Services and Supplies

FSC Classes: 5920, 6110, 6120, 6125, 6130, 6145, 6450

#### Special Item Numbers:

- 383-2 Portable, Standby, Backup, or Prime Generators
- 412-14 Uninterruptible Power Supplies
- 412-15 Power Distribution Units
- 412-17 Switchgear Including Electrical Lockout Devices, Panelboards, Switchboards, Load Centers, Metering
- 412-19 Transformers
- 412-21 Electrical, Voltage, and Generator Controls, including, but not limited to, Miscellaneous Wiring, Parts and Accessories related to Power Distribution Equipment, Motor Controllers, Motor Control Centers
- 412-50 Ancillary Services
- 412-51 Installation Requiring Construction
- 412-52 Power Systems Engineering Support
- 412-99 Introduction of New Services or Products

Eaton Corporation  
8609 Six Forks Road  
Raleigh, NC 27615  
(800) 472-8041

Contract Number: GS-07F-9460G

Contract Expires: February 28, 2012

Business Size: Large

General Services Administration  
Federal Supply Service

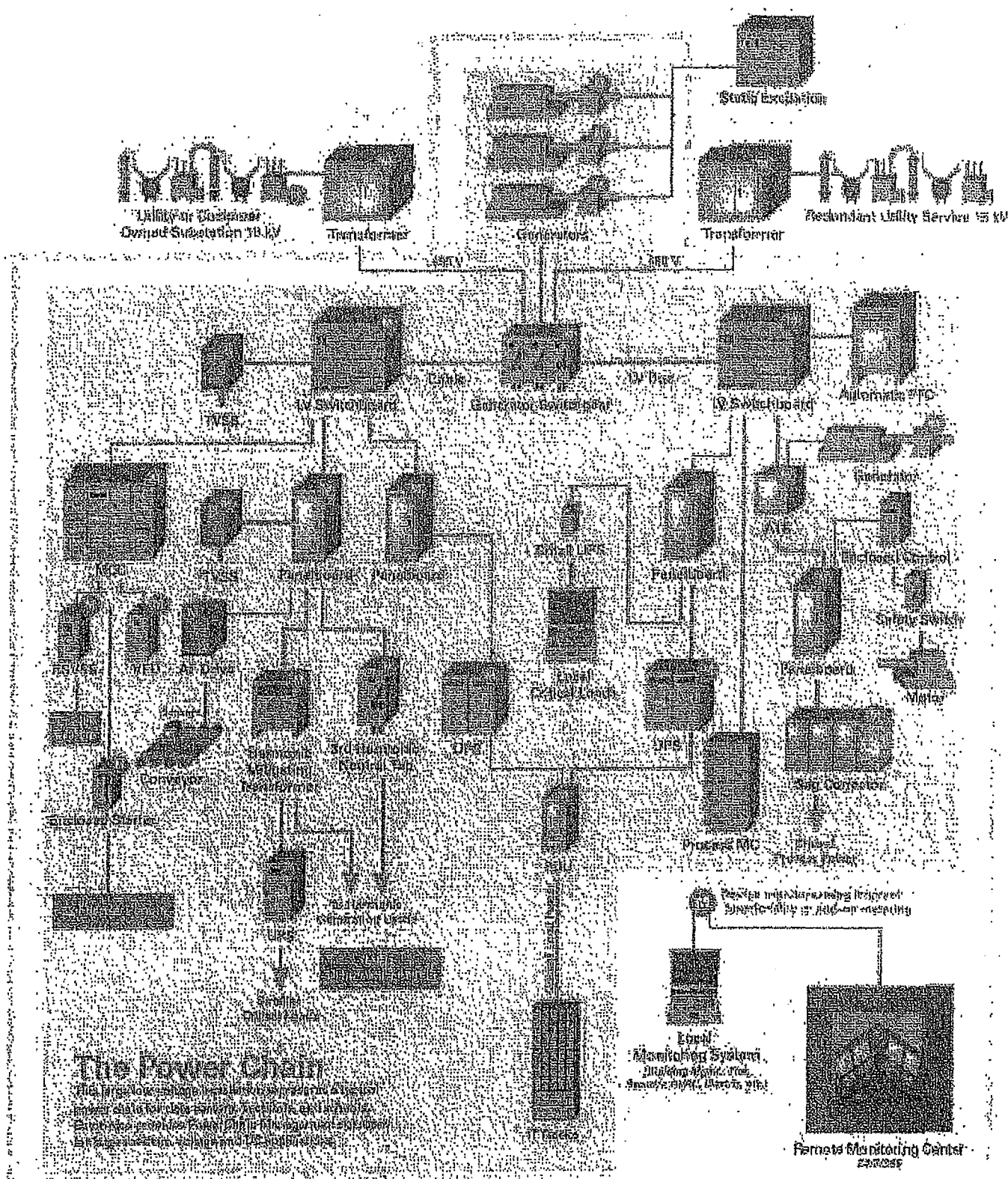
<http://www.eaton.com/gsa>

1-800-472-8041

Revised 09-29-2009  
Through Modification No. PS82  
Effective 09/29/2009

FL08310001E

# EXHIBIT A





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Products included under Contract No. GS-07F-9460G are as follows:

**SIN 383-2 – Portable, Standby, Backup, or Prime**

**SIN 412-14 – UNINTERRUPTIBLE POWER SUPPLIES**  
Three Phase UPS (9315, 9355, 9390 and FP2)

**SIN 412-15 – POWER DISTRIBUTION UNITS**  
Datacenter Products  
Power Distribution Units (PDU)  
Remote Power Panels (RPP)

**SIN 412-17 – SWITCHGEAR INCLUDING ELECTRICAL LOCKOUT DEVICES**  
Busway, LV (Including Devices and Parts)  
Busway, MV, Non-Segregated Contactor and Circuit Breaker Reconditioning and Preventive Maintenance  
Digital Retrofit Kits  
Motor Control Assemblies, MV Starters (Amgard)  
Power Factor Correction and Harmonic Filters  
Predictive Diagnostics  
Switchgear, LV (DSII and Magnum DS)  
Switchgear, LV Power Circuit Breakers  
Switchgear, MV (Metal Clad, VarClad-W)  
Switchgear, MV (Metal Enclosed, Load Interrupter)  
Switchgear, MV Power Fuses (Current Limiting and Expulsion Types) Transfer Switches (Automatic and Manual) Vacuum Replacement Circuit Breakers  
**PANELBOARDS, SWITCHBOARDS,**

**LOAD CENTERS, METERING**  
Circuit Breakers – Molded Case Loadcenters (Type CH and BR) Panelboards (Pow-R-Line (PRL) and Pow-R-Command)  
Power Management (IQ Metering, Protective Relays, PowerNet Systems)  
Power Outlet Panels (Temporary Power, RV/Campgrounds, Marinas) Surge Products (Clipper Power Systems)  
-Visor Series, Home Surge Protection, PowerWatch, DATACOM, DC, Industrial and Marine TVSS, TBBP RF Coax Protectors, Power Conditioners, Powerline Filters, Switchboards (Pow-R-Line C)

**SIN 412-19 --Transformers**  
Dry Type (Encapsulated, Ventilated, Energy Efficient, Mini-Power Centers, Industrial Control) Medium Voltage Liquid Type – Pad-Mounted Liquid Type – Substation Dry Type – VPI Dry Type – VPE Dry Type – Duracast Network Protectors

**SIN 412-21 - MOTOR CONTROLLERS, MOTOR CONTROL CENTERS**  
Adjustable Frequency Drives (SVX9000) After Market Control Products (Open NEMA/IEC Rated Contactors and Starters, Definite Purpose Control, Vacuum Contactors and Starters, Lighting Control, Controller Components, A200 Line, Replacement Parts, Standard Renewal Parts)  
Automation Products (PanelMate Products, Programmable Logic Controllers) Contactors and Starters, NEMA / IEC Rated (Enclosed Control) Contactors and Starters, Solid State Reduced Voltage Motor Controllers (Enclosed Control)  
Motor Control Assemblies, MCC, LV (Advantage, Freedom 2100 and After Market Renewal Parts)  
Switching Devices, Electrical Voltage, and Generator Controls, including, but not limited to miscellaneous wiring, parts and accessories related to power distribution equipment and Miscellaneous Electrical Products

**SIN 412-50 – ANCILLARY SERVICES**

**SIN 412-51- INSTALLATION REQUIRING CONSTRUCTION**

**SIN 412-52-POWER SYSTEMS ENGINEERING SUPPORT**

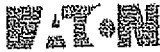
**SIN 412-99 INTRODUCTION OF NEW SERVICES OR PRODUCT**

**CUSTOMER INFORMATION**  
1. Awarded Special Item Numbers:

2. Maximum Order: Dollar amounts listed below are per order, per SIN

SIN	DESCRIPTION	MAX ORDER
383-2	Portable, Standby, Backup, or Prime	400,000
412-14	Uninterruptible Power Supplies	\$500,000
412-15	Power Distribution Units	\$150,000
412-17	Switchgear Including Electrical Lockout	\$300,000
412-19	Transformers	\$200,000
412-21	Electrical, Voltage, and Generator controls includes but not limited to wiring, parts, and accessory related to power distribution equipment	\$200,000
412-50	Ancillary Services	\$200,000
412-51	Installation Requiring Construction	\$200,000
412-52	Power Systems Engineering Support	\$200,000
412-99	Introduction of New Services or Products	500,000

Orders exceeding the above maximum orders levels will be accepted by Eaton Electrical unless that order(s) is returned to the ordering office within 5 workdays after receipt, with written notice stating Eaton Corporation intent not to ship the item(s) called for and the reasons.



- 3. Minimum Order: \$100.00 per order.
- 4. Geographic Coverage (delivery area): 48 Contiguous States, Alaska, Hawaii, Puerto Rico and Washington, DC
- 5. Points of Production: See pages 14 to 26.
- 6. Discount from Commercial List Prices: See pages 14 to 26. The contract price excludes all Federal, State, and local taxes and duties levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The government customer will be charged all applicable taxes unless an exemption certificate is provided.
- 7. Quantity Discounts: None
- 8. Prompt Payment Terms: Net 30 Days
- 9. Government Commercial Credit Card: American Express, MasterCard and VISA accepted.
- 10. Foreign Items:

Adjustable Frequency Drives - Finland  
 After Market Control Products - Dominican Republic, Haiti  
 Automatic Transfer Switches - Milton, Canada and Juarez, Mexico  
 Dry Type Transformers - Juarez, Mexico  
 Power Distribution Units - Milton, Canada  
 Remote Power Panels - Milton, Canada  
 Uninterruptible Power Supplies (400 Volt) - Espoo, Finland

- 11. Delivery:
  - a. Time of Delivery: See pages 14 to 26 for the expected time of delivery of scheduled products.
  - b. Expedited Delivery: Some items may be available for expedited delivery. Contact the supporting Eaton Electrical Authorized Government Distributor or the local Eaton Electrical Sales Office for price and availability. A surcharge may be assessed for expedited delivery.
  - c. Overnight and 2-Day Delivery: Some items may be available for overnight and 2-day delivery. Contact the supporting Eaton Electrical Authorized Government Distributor or the local Eaton Electrical Sales Office for price and availability. A surcharge may be assessed for this service.

- d. Urgent Requirements: Production and delivery times may be expedited based on plant loading. Contact the supporting Eaton Electrical Authorized Government Distributor or the local Eaton Electrical Sales Office for price and availability. A surcharge may be assessed for expedited production and delivery.
- 12. FOB Point:
  - a. FOB Destination within the 48 contiguous states, Washington, DC, and to a CONUS port or consolidation point for orders received from overseas activities. The exception is for MIPS for which the FOB Point is FOB Origin.
  - b. FOB Origin for shipments to Alaska, Hawaii and Commonwealth of Puerto Rico.
  - c. Any non-commercial standard shipment methods will be outside the scope of the contract and may be subject to a surcharge. Non-commercial shipments include accelerated delivery, inside deliveries, export packaging, and shipping items ordered on a single purchase order to multiple locations. Direct shipment to overseas locations may be subject to a surcharge.
  - d. Shipments via U.S. Postal Service (USPS) to APO and PO Box addresses involve non-commercial standard shipping methods, are outside the scope of the contract and may be subject to a surcharge.
  - e. Orders placed for the USPS for delivery to a USPS facility will be shipped via the use of the USPS, unless the Contracting Officer grants a waiver of this requirement. The USPS requirement for mail ability is 70 pounds or less, combined length and girth not more than 108 inches, etc. Other commercial services will not be used, but this does not preclude the delivery by Eaton Electrical or distributor vehicles. These shipments via the USPS are outside the scope of the contract and may be subject to a surcharge.
- 13. Ordering Addresses:
  - a. Sales Through Authorized Government Distributors: Some

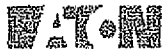
Eaton Electrical Distributors have agreed to participate in this contract as Authorized Government Distributors and they are allowed to bill Government agencies and accept payment. Contact Eaton Electrical at 1-800-472-8041 for the list of local supporting Authorized Government Distributors.

- b. Direct Sales with Eaton Electrical: Contact the Eaton Electrical sales representative at the local supporting Eaton Electrical Sales Office or Engineering Services Sales Office. See Sales Office and telephone number listings on page 6 and 7.

14. Payment Addresses:

- a. Sales Through Authorized Government Distributors: The address as noted on the Authorized Government Distributor's invoice.
- b. Direct Sales with Eaton Electrical: Payment address is based on the billing address of the respective government customer as follows:

Bank / Address	Billing Address Codes	Zip Starting With
Eaton Corporation		080-084
PO Box 905473		133-135
Charlotte, NC 28290-5473		168
		170-183
		189
		195-199
		201
		220-253
		258-259
		261-266
		268-329
		334-359
		362
		370-379
		384-385
		403-409
		411-418
		425-426
		437-439
Eaton Corporation		004-035
PO Box 93531		038-049
Chicago, IL 60673-3531		060-079
		085-132
		136
		140-147
		150-187
		190-194
		200
		202-219
		254-257
		260
		267
		330-333
		360-361
		363-368



380-383  
386  
400-402  
410  
419-424  
427-436  
440-579  
589-658  
680-704  
723  
759  
773  
776-777  
800-807  
816-864  
889-893  
946-948  
979-985  
988-994

Eaton Corporation  
PO Box 730465  
Dallas, TX 75373-0465

036-037  
050-059  
137-139  
148-149  
169  
184-188  
369  
387-397  
580-588  
660-679  
705-722  
724-758  
760-772  
774-775  
778-799  
865-885

Eaton Corporation  
PO Box 100193  
Pasadena, CA 91189-0193

808-815  
894-944  
949-978  
986  
995-999

Eaton Corporation  
PO Box 71353  
San Juan, PR 00936-1353

All Puerto Rico Locations

Payments sent by overnight express mail (FedEx, UPS, etc.) must be addressed as follows, with Eaton Corp 93531 on the OUTSIDE of the package:

Bank One  
525 West Monroe  
8<sup>th</sup> Floor Mailroom  
Chicago, IL 60661

15. Warranty and Liability Provision:

- a. Standard Commercial. See Selling Policy Distribution and Control Products and Services 25-000, General Terms and Conditions of Sale (pages 8 to 11) and Selling Policy PCB Service, General Terms and Conditions of Sales (pages 12 to 13).

- b. The warranty for Adjustable Frequency Drives shall be extended to 24 months from the date of shipment to the Buyer when the start-up is accomplished by a Eaton Electrical Product Integrity Center engineer.

- 16. Export Packing Charges: Any export packing requirements will be outside the scope of the contract and may be subject to a surcharge.

- 17. Terms and Conditions of Government Purchase Card Acceptance: Government Purchase Card is accepted. Purchase level authority will be verified prior to shipment of ordered products.

- 18. Terms and Conditions of Rental, Maintenance, and Repair: See item 20a below.

- 19. Terms and Conditions of Installation: See item 20a below.

- 20. Terms and Conditions of Repair Parts: See item 20a below.

- 20a. Terms and Conditions of Other Services:

(1) SIN 412-50 Ancillary Services:

Ancillary services related to and ordered in conjunction with products purchased under the federal supply schedule contract, includes but is not limited to: Services necessary to install the system (from design through start-up), maintain the system (including maintenance agreements), or training. Excludes personal and monitoring services and architectural or engineering services as defined by the Brooks Architect-Engineers Act under FAR 36.

Ancillary services excludes construction (construction is defined as construction, alteration, or repair of buildings, structures, or other real property).

The ordering agency is responsible for defining the scope and issuing the statement of work for any ancillary services to be performed. The ordering contracting officer is responsible for obtaining pricing information to assure fair and reasonable pricing and best value to the Government based on quotations received. Accurate definition of the scope and statement of work is essential to

facilitate realistic quotations. Contractor quotations shall specifically detail all products with their respective prices and provide a single price for services. Ordering agencies will negotiate for ancillary services on an order by order basis, which shall be priced as separate line items on each order. Only fixed priced orders will be accepted. Customers are responsible for complying with all appropriation laws and ensuring the correct type of funds are obligated for the order.

The prime contractor may subcontract any ancillary services ordered under this SIN, unless specifically prohibited by the ordering contracting officer. The prime contractor shall be responsible, accountable and liable for all work performed by any subcontractor and shall honor all warranties. Compliance with all agency, local, state, and Federal laws, regulations, and ordinances are the responsibility of the prime contractor. All orders and payments must be placed with the prime contractor.

The principal purpose of this Schedule is for the purchase of products meeting the general descriptions in the above Special Item Numbers (SIN).

(2) SIN 412-51 Installation Requiring Construction:

Installation requiring construction, related to and ordered in conjunction with products purchased under the federal supply schedule contract. Excludes architectural or engineering services as defined by the Brooks Architect-Engineers Act under FAR 36. Note: Ancillary services involving installation which does not meet the definition of construction shall be ordered under SIN 412-50.

It is the responsibility of the ordering agency to define the scope of work required for installation, and to comply with the construction contract clauses and Davis-Bacon regulations. Performance clauses will be modified for each job by the requiring agency. Contractors shall quote prices based on the agency's scope of work. The agency will determine the best value to the Government based on the quotations received. Quotes shall detail separate line items for product, ancillary services and/or installation requiring construction. All payments and orders must be placed with the prime contractor. All construction



work must be guaranteed for any defect in workmanship and materials. Customers are responsible for complying with all appropriation laws and ensuring the correct type of funds are obligated for the order. Contractors may subcontract installation under this special item number but are responsible for insuring that the scope of work is completed and all warranties are honored. Subcontractors must be licensed and bonded. Compliance with all local laws, regulations and ordinances is the responsibility of the prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors under a resultant contract. The Government reserves the right to apply liquidated damages whenever the required delivery is not met. All construction contract clauses and Davis-Bacon regulations as shown in listing of applicable construction contract clauses apply to agency orders placed against SIN 412 51 of the schedule contract.

When construction, alteration or repair of public buildings or public works is involved under this SIN, all relevant construction contract clauses and Davis-Bacon Act provisions will apply. Agency orders will contain specific clauses pertinent to this special item number based on the scope of work.

The principal purpose of this Schedule is for the purchase of products meeting the general descriptions in the Special Item Numbers (SIN) described in this document.

**(3) SIN 412-52 Power Systems Engineering Support:**

Power systems engineering support includes: Program management, engineering, technical, data management and administration support. Excludes personal services and architectural or engineering services as defined by the Brooks Architect-Engineers Act under FAR 38.

All services offered under SIN 412 52 must be described in full prior to award of a contract. Tasks ordered under this special item number may include the following:

- Technical, engineering, and management support;
- State of the art engineering analysis tools and concepts that integrate electrical power and other environmental systems design;

- Engineering environmental and power systems support in conducting reports, studies, and assessments;
- Validate system performance and reliability objectives;
- Engineering required for integration of new technologies in existing power and environmental systems configurations;
- Analysis and studies that enhance future planning and expansion of facilities by making critical system data readily available for contingency studies and evaluations;
- Preparation of revised and/or new power and environmental systems documents as required (i.e. orders, technical manuals, directives);
- Investigation, cost versus benefit analysis, and recommendations for new power and environmental systems and modifications to existing systems;
- Evaluation of program and incorporation of improved program management, tracking, control and cost control methods;
- Review of budget submissions and recommendations for improvements in data collection and cost control areas; conduct and/or preparation of engineering workshops/seminars;
- Risk assessment and prioritizing projects and alternatives;
- Develop a program management plan to address all elements of an environmental and power system program;
- Support development of original cost, effective designs, cost estimates, project implementation plans, detailed specifications, drawings, standards, procedures, quality control techniques, and equipment modification and modernization to improve the reliability, maintainability, safety, and continuity of service of facilities and equipment;
- Engineering studies of problems that have impact on system performance and service continuity;
- Development and review of maintenance standards and manufacturers instruction books.
- Support the coordination and inclusion of technical material into the maintenance system;
- Develop and provide program briefing materials and reports;
- Conduct an industry survey to ascertain the state-of-the-art environmental and power system

design and analysis tools, methods, and procedures;  
• and Related tasks.

Prime contractors may subcontract services ordered under this Special Item Number unless specifically prohibited by the contracting officer issuing the delivery order against the Multiple Award Schedule contract. The prime contractor shall be responsible, accountable, and liable for all work performed by any subcontractor, at any level or tier.

- (4) Overtime work outside the standard 8-hour workday Monday through Friday may be ordered at time and a half the accepted standard hourly rate above. Sunday and US observed Holiday work time may be ordered at double the accepted standard hourly rate above. For work done in Hawaii and Alaska, add 15% to each applicable rate classification.
- (5) When service personnel are on an international job site but are unable to perform services requested due to circumstances beyond Eaton Electrical's or sub-contractor's control, the customer will be charged daily applicable rates.
- (6) Travel will be allowed in accordance with the Federal Travel Regulations or as an incidental item on the task order.
- (7) A two-percent regulatory compliance fee will be charged as applicable and warranted.
- (8) A Demand Engineer/Technician is defined as the first or initial engineer/technician on site where multiple engineers/technicians are assigned. The engineer has responsibility for the direction of efforts during activities such as warranty, start-up, testing, assembly, maintenance and any other service activities. Demand Engineers and Technicians are minimum billed at four (4) hours for services performed in 1 - 4 hours and a minimum of eight (8) hours for services performed in 5 - 8 hours.



(4) SIN 412-89 Introduction of New Services or Products (INSP): Includes new technology for product categories that are not described under existing SIN Categories; professional services (such as consulting, design assistance, and related technical review/advice); and stand-alone services (such as repair and maintenance services).

- New Services or products may be offered at anytime. The offeror must demonstrate that the new product or service has the potential to provide more economical or efficient means for Federal Agencies to accomplish their mission. The new item may be a service/product existing in the commercial market, which is being developed, improved, or not yet introduced to the Federal Government. A new service/product must perform a task or procedure not currently described under an available SIN under any GSA schedule.
- The vendor must be capable of demonstrating that the product has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission: perform a new task or procedure not currently identified in an existing SIN under any GSA schedule. Pricing proposal must demonstrate that the price offered to GSA is competitive with other similar products offered in the commercial market place.
- Vendors must understand that there is no Guarantee that the service/product offered will be recognized and accepted as a new product. The Government has sole discretion to determine whether an item shall be accepted as a new service/product, added under an existing SIN category, or rejected for inclusion in the schedule.
- Vendors pricing proposal must provide sufficient information to show that offered pricing is fair and reasonable. Supporting documentation such as invoices or bid packages must be submitted.
- Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new service/product.

- 21. List of Services and Distribution Points: See the Eaton Electrical Services and Systems Division (ESSD) listing as shown on page 7.
- 22. List of Participating Distributors: Some Eaton Electrical Distributors have agreed to participate in this contract as Authorized Government Distributors and they are allowed to bill Government agencies and accept payment. Contact Eaton Electrical at 1-800-472-8041 for the list of local supporting Authorized Government Distributors.
- 23. Preventive Maintenance: See Item 20a above.
- 24. Year 2000 (Y2K) Compliance: All scheduled products are Y2K compliant.
- 25. Environmental Attributes: Some of the Low Voltage Transformers <800Volts are NEMA TP1 compliant and are EnergyStar Listed. Adjustable Frequency Drives can be used to reduce electricity usage. Power Management products can monitor, control and manage electricity usage.

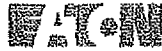
- 26. DUNS Number: Eaton Corporation. (Moon Township).....830991832  
Raleigh NC..... 03800611027.
- 27. Central Contractor Registration (CCR) :Raleigh, NC CAGE.....3179528.
- 28. Taxpayer Identification Number(TIN): Eaton Corporation. (Moon Township) .....34-175646728.
- 29. Other: General terms and conditions of Selling Policy PCB Service, General Terms and Conditions of Sales (pages 12 to 13), shall apply in its entirety.
- 30. Miscellaneous: See pages 27 to 31 or a listing of Contract clauses which are inclusive clauses of the Schedule Contract. The reference clauses shown on pages 30 to 31 are only applicable when the provisions of SIN 412-81 are implemented for construction project.

Miscellaneous Electrical Products have been added to the contract under SIN 412-21 to provide for a total solution package for Ordering agencies. These products are Offered in support of the installation, repair, Upgrading and maintenance of Eaton Corporation products, and related power distribution equipment.

- 31. Recovery Purchasing: State and local governments are authorized to use GSA Schedules for disaster recovery as provided for in Section 833 of the National Defense Authorization Act for Fiscal Year 2007 (P.L. 109-364). Specifically, it authorizes the use of Federal Supply Schedules by state and local governments to facilitate recovery from major disasters, terrorism, nuclear, biological, chemical, or radiological attacks. The disaster must be declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. State and local government entities means: the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any other agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments.

Recovery purchasing includes advance purchasing and pre-positioning in preparation of a disaster.





Contract No. GS-07F-9460G

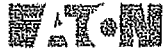
Price List

Effective: September 2009 Page 6

Facon Electrical Sales Offices	
Alaska	
Anchorage	907-564-8550
Alabama	
Birmingham	205-403-3850
Dolhan	334-792-1142
Mobile	334-415-3744
Arkansas	
Fayetteville (Bentonville)	479-271-6258
North Little Rock	501-791-2680
Arizona	
Phoenix (Tempe)	480-440-4200
Tucson	520-631-2380
California	
Bakersfield	661-396-2557
Fresno	209-448-1780
Los Angeles (Diamond Bar)	909-869-8200
Sacramento (Roseville)	916-780-4100
San Diego	619-291-4211
San Francisco (Lafayette)	825-454-3700
Colorado	
Denver (Littleton)	303-738-2300
Connecticut	
Hartford (Rocky Hill)	860-258-1949
Stratford	203-377-5838
Florida	
Deerfield Beach	954-698-0068
Jacksonville	904-292-5350
Orlando (Longwood)	407-772-3108
Miami Lakes	305-512-8201
Pensacola	860-479-3264
Sarasota	941-378-5404
Tampa	813-287-7000
Georgia	
Atlanta (Smyrna)	678-309-4201
Columbus	706-322-7282
Macon	478-471-0500
Valdosta	229-249-9818
Hawaii	
Honolulu	808-594-4504
Iowa	
Cedar Rapids	913-378-9554
Des Moines (Urbandale)	515-334-8955
Idaho	
Boise	208-323-2802
Illinois	
Chicago (Glendale Heights)	630-260-6301
Decatur	217-872-1965
Peoria	308-649-1831
Rock Island	663-344-7800
Rockford	815-398-6585
Indiana	
Evansville	812-476-7581
Fort Wayne	260-483-6700
Indianapolis	317-344-4500
Kansas	
Kansas City (Lenexa)	913-327-3600
Wichita	316-263-0611
Kentucky	
Lexington	859-278-2136
Louisville	502-961-5500
Paducah	502-898-8322
Louisiana	
Baton Rouge	504-293-0111
New Orleans (Metairie)	504-849-3374
Shreveport	318-868-7488
Massachusetts	

Boston (Franklin)	774-235-0200
Maryland	
Columbia	410-720-6700
Malne	
Augusta	207-623-7749
Michigan	
Grand Rapids	616-659-3500
Lansing	517-321-6292
Saginaw	989-763-5355
Southfield (Novi)	248-374-5156
Minnesota	
Duluth	218-727-9156
Minneapolis (Minnetonka)	952-939-5402
Missouri	
Springfield	417-882-8860
St Louis	636-717-3403
Mississippi	
Jackson	601-987-4706
Montana	
Bozeman	406-585-8087
Nebraska	
Omaha	402-339-3208
New Hampshire	
Bedford	603-543-3525
New Jersey	
Edison	732-767-8600
New Mexico	
Albuquerque	505-872-2593
Nevada	
Las Vegas	702-222-0832
Reno	775-852-7575
New York	
Albany	518-433-1175
Buffalo (Amherst)	716-691-4333
New York City	212-318-2100
Rochester (Fairport)	716-381-0510
Syracuse	315-437-7201
North Carolina	
Asheville (Arden)	828-687-3413
Charlotte	704-529-3536
Greensboro	336-282-0672
Raleigh	919-845-3550
Ohio	
Cincinnati	513-387-2026
Cleveland (Parma)	216-265-2799
Columbus (Westerville)	614-899-4100
Dayton	937-431-3290
Toledo	419-867-2289
Willoughby	216-523-6778
Oklahoma	
Oklahoma City	405-947-3729
Tulsa	918-627-3312
Oregon	
Eugene (Lebanon)	541-451-4634
Medford	541-776-4849
Portland (Lake Oswego)	503-624-4002
Pennsylvania	
Allentown	610-391-8850
Philadelphia (Boothwyn)	610-497-6100
Pittsburgh	412-893-3646
York	717-757-1071
Puerto Rico	
Guaynabo	787-783-8300
South Carolina	
Charleston	843-529-1832
Columbia	803-789-2684
Greenville	864-232-6698

Tennessee	
Chattanooga	423-634-3239
Kingsport (Bristol)	423-989-3001
Knoxville (Rockford)	865-702-7200
Memphis	901-737-0200
Nashville	615-460-1600
Texas	
Austin	512-373-6800
Corpus Christi	512-867-8195
Dallas	817-410-1724
El Paso	915-779-6016
Houston	713-849-1600
Lubbock	806-765-0092
San Antonio	210-366-0093
Tyler	903-534-1800
Utah	
Salt Lake City	801-363-4788
Virginia	
Charlottesville	604-973-9299
Norfolk (Chesapeake)	757-424-5556
Richmond	804-286-2086
Roanoke	540-345-7809
Washington	
Kennwick	509-735-1551
Seattle (Bellevue)	425-644-5800
Spokane	609-922-4055
Wisconsin	
Appleton	920-380-2407
LaCrosse	608-798-2770
Milwaukee (Brookfield)	262-860-2202
West Virginia	
Charleston (Hurricane)	304-757-9558
Scott Depot	304-757-0617

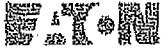


Eaton Electrical Service & Systems Division (ESSD)	
Alabama	
Birmingham (Pelham)	205-403-3800
Mobile (Theodore)	334-443-7171
Alaska	
Anchorage	907-562-8659
Arizona	
Phoenix (Tempe)	480-449-4270
California	
Los Angeles (Diamond Bar)	909-869-8200
Sacramento	916-780-4141
San Diego	619-291-4211
San Francisco (Lafayette)	925-454-3600
Colorado	
Denver (Littleton)	303-738-2350
Florida	
Miami (Deerfield Beach)	954-571-8262
Georgia	
Atlanta (Smyrna)	678-309-4242
Hawaii	
Honolulu	808-313-3212
Illinois	
Chicago (Glendale Heights)	630-260-6302
Kentucky	
Louisville	502-981-5500
Louisiana	
Baton Rouge/New Orleans	225-756-1622
West Monroe	318-329-2102
Massachusetts	
Boston (Franklin)	774-235-0250
Maine	
Augusta (Winthrop)	207-377-5742
Maryland	
Baltimore (Elkridge)	410-379-0157
Michigan	
Detroit (Novi)	248-374-6220
Grand Rapids	616-659-3600
Minnesota	
Duluth	218-722-5900
Minneapolis (Minnetonka)	612-912-1330
Kansas	
Kansas City (Lenexa)	913-327-3600
Missouri	
St. Louis	636-717-3501
North Carolina	
Raleigh/Durham	919-990-1580
New Jersey	
Union	908-624-2370
New Mexico	
Albuquerque	505-884-2410
Nevada	
Las Vegas	702-309-4092
New York	
Buffalo (Amherst)	716-691-0008
Long Island/New York City (Edison, NJ)	908-624-2350
Mohawk	915-866-3170
North Carolina	
Raleigh/Durham	919-990-1580

Ohio	
Cleveland (Parma)	216-265-2799
Oklahoma	
Oklahoma City	405-947-3729
Oregon	
Portland (Lake Oswego)	503-675-3461
Pennsylvania	
Philadelphia (Boothwyn)	610-364-2600
Pittsburgh (Warrendale)	724-779-5800
Tennessee	
Knoxville (Rockford)	865-577-1220
Texas	
Austin	512-302-4011
Beaumont	713-948-8236
Dallas (Grapevine)	817-410-1624
Houston	713-948-8238
Tyler	903-634-1800
Virginia	
Richmond (Sandston)	804-328-4701
Washington	
Seattle (Bellevue)	425-644-6250
Wisconsin	
Appleton	920-380-2430
West Virginia	
Hurricane	304-760-2190
Skellon	304-256-3918

Motor Control Centers Service Centers	
California	
Los Angeles (Santa Fe Springs)	310-944-6413
Colorado	
Denver (Aurora)	303-373-2133
Connecticut	
Hartford (Windsor)	860-683-4221
Georgia	
Atlanta (Smyrna)	770-739-6282
Illinois	
Chicago (Glendale Heights)	630-260-6304
Ohio	
Cincinnati (Fairfield)	513-682-4000
Oregon	
Portland (Lake Oswego)	503-639-8333
Texas	
Houston	713-938-9696

Panelboard and Switchboard Satellite Plants	
Arizona	
Phoenix	480-449-4222
California	
Los Angeles	909-390-6863
San Francisco	510-784-8981
Colorado	
Denver	303-366-2080
Connecticut	
Hartford	860-688-5330
	800-243-7550
Florida	
Orlando	407-264-8300
	800-735-3536
Georgia	
Atlanta (Smyrna)	770-944-1022
	800-241-1752
Illinois	
Chicago	830-860-3500
	800-323-2450
Maryland	
Baltimore	410-796-7777
	800-851-6239
Missouri	
St. Louis	636-717-3500
	800-743-9946
New Jersey	
Westampton	609-835-4230
	800-328-6750
North Carolina	
Raleigh	919-544-7074
	877-765-3278
Ohio	
Cleveland	216-433-0616
	800-488-1940
Texas	
Dallas	972-343-5799
	800-932-5487
Houston	713-686-8430
Washington	
Seattle	425-251-9081
	800-251-9102



### Distribution and Control Products and Services 25-000

DOMESTIC U.S.A. GENERAL TERMS AND CONDITIONS OF SALE, Effective: February 20, 2006 Supersedes Selling Policy 25-000, Pages 1-4, dated May 16, 2005

**Terms and Conditions of Sale**  
The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Electrical Inc. (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

**Complete Agreement**  
No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

**Quotations**  
Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

**Termination and Cancellation**  
Any order may be terminated by the Buyer only by written notice and upon payment of

reasonable termination charges, including all costs plus profit.

~~Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.~~

**Prices**  
~~All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.~~

**Price Policy - Products and Services**  
When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30<sup>th</sup> calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED". Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

~~If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 48 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 48 months from the date of the Buyer's order, the price must be renegotiated.~~

**Price Policy - BLS**  
Refer to Price Policy 25-050.

**Minimum Billing**  
Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

#### Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from the transaction, the Products, its sale, value, or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

#### TERMS OF PAYMENT

##### Products

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or early to each discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

##### Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

~~Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 2% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health, and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.~~



**Delayed Payment**

If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

**Freight**

Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

**F.O.B. - P/S - Frt./Ppd. and Invoiced**  
Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

**F.O.B. - P/S - Frt./Ppd. and Allowed**  
Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

**F.O.B. Destination - Frt./Ppd. and Allowed**  
At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination contact Seller's representative.

**Shipment and Routing**

Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.

If the Buyer specifies a special method of transportation, type of carrier equipment, routing, or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse, or freight station or otherwise supplies its own transportation.

**Risk of Loss**

Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

**Concealed Damage**

Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.

5. Send Seller a copy of the carrier's inspection report.

**Witness Tests/Customer Inspection**  
Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

**Held Orders**

For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay;(2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice therefore." Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

**Drawing Approval**

Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

**Drawing Re-Submittal**

When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

**WARRANTY**

**Warranty For Products**

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and

material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

**Extended Warranty for Products**  
If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

- 24 months - 2% of Contract Price
- 30 months - 3% of Contract Price
- 36 months - 4% of Contract Price

**Special Warranty (In and Out) for Products**

If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

**Warranty For Services**

Seller warrants that the Services performed by it hereunder will be

performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

**Warranty for Power Systems Studies**  
Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

**Limitation on Warranties for Products, Services and Power Systems Studies**  
THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN**

**CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.**

**Asbestos**

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

**Compliance with Nuclear Regulation**

Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

**Returning Products**

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

**Product Notices**

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations, and similar materials.

**Force Majeure**

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

**Liquidated Damages**

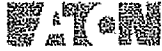
Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

**Patent Infringement**

Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from



the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

**Compliance with OSHA**

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

**Limitation of Liability**

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

**PCB Service**

**Selling Policy**  
**General Terms and Conditions of Sales, Effective June 1, 1999**

**A. PCB Projects**

Work to be performed by Cutler-Hammer in servicing, processing or repairing Polychlorinated Biphenyl (PCB) contaminated electrical equipment, including the handling or disposing by Cutler-Hammer of PCBs, PCB solid material and/or equipment or material containing or contaminated with PCBs ("Waste Products") shall hereafter be collectively referred to as a "PCB Project".

Proposal in accordance with the terms and conditions set forth herein, and the price the Buyer agrees to pay to Cutler-Hammer for such work shall be that stated in the Proposal.

**B. PCB Project Indemnification**

1. For PCB Projects as defined in paragraph A., Cutler-Hammer shall indemnify and save the Buyer harmless from and against any:

(a) Civil fines or penalties arising from Cutler-Hammer's failure to comply with applicable federal, state or local laws, statutes or regulations regulating the handling, transportation, storage or disposal of the Waste Products; provided that Cutler-Hammer reserves its right to contest liability under such law, statute or regulation; or

(b) Expenses relating to the clean-up of an environmental release of the Waste Product occurring on the Buyer's premises during performance of the work to the extent that the environmental release results from the negligent, willful or unlawful act of Cutler-Hammer; provided that Cutler-Hammer's obligations shall be limited to the clean-up of the environmental release in accordance with the standards of applicable federal, state or local law statute, regulation or governmental directive which regulates the clean-

up of the Waste Product, or in the event no applicable standards exist which regulate the environmental clean-up of the Waste Products, Cutler-Hammer shall adopt clean-up standards and methods appropriate to the environmental release situation; and provided further that Cutler-Hammer reserves the right to negotiate environmental clean-up methods and standards with the appropriate regulatory agency.

2. Cutler-Hammer's obligation to indemnify the Buyer under the indemnification contained in this paragraph (B) is conditioned upon the Buyer giving Cutler-Hammer timely written notice of any event or proceeding for which indemnification may be sought, and affording Cutler-Hammer the opportunity to take such actions as may be desirable to contain or minimize the consequences of an environmental release and to defend or settle any proceeding on behalf of the Buyer.

3. In no event shall Cutler-Hammer be liable under the indemnification contained in this paragraph (B) for any special, indirect, incidental, or consequential damages whatsoever.

**C. Buyer's Cooperation**

Buyer agrees to cooperate fully with Cutler-Hammer in performance of the PCB Project and to assist Cutler-Hammer in its compliance with all applicable laws, rules and regulations. Buyer acknowledges that its strict compliance with such laws, rules and regulations is essential.

If the scope of work hereunder does not include disposing by Cutler-Hammer of any Waste Product, Buyer shall retain sole responsibility and liability for storing, handling, processing and disposing of any and all such Waste Product at the site prior to commencement of the work hereunder or produced during performance of the work hereunder.

**D. Additional Work**

Any additional work performed by Cutler-Hammer for Buyer, beyond the scope of the Proposal, shall be

performed in accordance with these general terms and conditions, and Buyer shall pay Cutler-Hammer for same at Cutler-Hammer's then current rates for such services, or as may be otherwise negotiated by the parties.

**E. Non-Conforming Waste Product**

Cutler-Hammer reserves the right but not the obligation to inspect, sample and/or test the Waste Product prior to or subsequent to assuming title to the Waste Product. If, prior to taking title, the Waste Product is found to be non-conforming, Cutler-Hammer may suspend performance of the PCB Project until Cutler-Hammer and Buyer, acting in good faith, agree upon modifications to the PCB Project. If, after taking title to the Waste Product, the Waste Product is found to be non-conforming, Cutler-Hammer may, upon written notice to Buyer, revoke its acceptance of the Waste Product, at which time title to and responsibility and liability for the Waste Product shall revert in Buyer. Unless Cutler-Hammer and Buyer agree upon appropriate modifications to the PCB Project, Cutler-Hammer will return the Waste Product to Buyer within a reasonable period of time and Buyer shall pay Cutler-Hammer for all charges and expenses in handling, storing or transporting the non-conforming Waste Product.

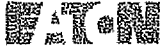
Cutler-Hammer shall have no liability with respect to the non-conforming Waste Product except for liability resulting solely from its failure to exercise due care in handling the non-conforming Waste Product, and Buyer agrees to indemnify, defend and save harmless Cutler-Hammer from and against all such liabilities, including but not limited to personal injury (including death) and damage to any property, including contamination of the environment.

Waste Product shall be considered non-conforming if it contains constituents or possesses characteristics or properties which are not disclosed in the Waste Product description.

**F. Buyer's Warranties**

The Buyer warrants and represents to Cutler-Hammer that:

(a) Buyer will comply with and fulfill its obligations as set forth herein;



(b) Buyer will comply with any and all applicable law, statute, regulation or any other governmental directive applicable to Buyer with respect to any PCB project; and

(c) Buyer has sole title, or the full right to transfer title, to Waste Product which is tendered.

**G. Governmental Prohibition**

In the event any federal, state or local governmental regulation or act prohibits Cutler-Hammer from completing the PCB Project or servicing and/or repairing, pursuant to the warranty contained herein, Buyer's PCB or PCB contaminated electrical equipment, Cutler-Hammer's sole obligation, and Buyer's exclusive remedy, shall be limited to the refund of the portion of the price reasonably allocated to the uncompleted portion of the PCB Project.

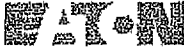
**H. Purchaser's Notification**

Buyer acknowledges the importance of responding promptly to any PCB related problem or condition at the site. Accordingly, Buyer hereby agrees to notify Cutler-Hammer within forty-eight (48) hours after discovery of any PCB related problem or condition created solely by Cutler-Hammer at Buyer's site.

**I. Title and Risk of Loss**

Title and risk of loss to the Waste Product (if disposal of same is part of the PCB Project) shall transfer to Cutler-Hammer's subcontractors upon placement thereof on the vehicles of such subcontractors.





GS-07F-9460G

Price List  
Effective: September 2009 pg. 14

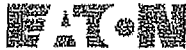
BIN 383-2 Generators & Load Banks						
Product	Discount (%)	Multiplier to List	Price List	Selection / Technical Catalog	Production Locations	Delivery (Definition) Days ARO
Generators	5.00	0.9500	Federal Systems Integration Services Confidential Price List, January 1, 2009	Federal Systems Integration Services Confidential Price List, January 1, 2009		
BIN 412-14 Uninterruptible Power Supplies						
Product	Discount (%)	Multiplier to List	Price List	Selection / Technical Catalog	Production Locations	Delivery (Definition) Days ARO
Single-Phase UPS						
Single Phase UPS - Model 9155	44.00	0.5600	Eaton Reference Guide & Price Book, April 2009	Powerware Single-Phase UPS	Raleigh	2-4 Weeks
Single Phase UPS - Model 9170	44.00	0.5600	Eaton Reference Guide & Price Book, April 2009	Powerware Single-Phase UPS		
Ferrups - FB509 - FB43	28.00	0.7200	Eaton Reference Guide & Price Book, April 2009	Powerware Single-Phase UPS		
Ferrups - FB53 - FB SEACOTS	28.00	0.7200	Eaton Reference Guide & Price Book, April 2009	Powerware Single-Phase UPS		
Three-Phase UPS						
Single UPS	40.00	0.6000	Eaton Reference Guide & Price Book, April 2009	Powerware Single-Phase UPS	Raleigh	2-4 Weeks
Three Phase UPS - Model 9315 (225 - 750 kVA)	44.00	0.5600	Eaton Reference Guide & Price Book, April 2009	Powerware 9315, 225-750 kVA, PL502FYA, August 2005, 14 pages	Raleigh, NC Pinland	4 to 6 weeks
Three Phase UPS - Model 9355 (10 - 30 kVA)	40.00	0.6000	Eaton Reference Guide & Price Book, April 2009	Powerware 9355 Single-Phase UPS, Powerware 9355 Three-Phase UPS, 8-30 kVA, 9155/9355FXA, February 2006, 12 pages		
Three Phase UPS - Model 9355 400V (10 - 40 kVA)	40.00	0.6000	Federal Systems Integration Services Confidential Price List, January 1, 2009	Powerware 9355 Single-Phase UPS, Powerware 9355 Three-Phase UPS, 8-30 kVA, 9155/9355FXA, February 2006, 12 pages		
Three Phase UPS - Model 9390 (40 - 160 kVA)	44.00	0.5600	Powerware 9390 UPS Pricing, January 1, 2009	Powerware 9390 Uninterruptible Power System, 40-160 kVA, 9390FXA, June 2006, 4 pages		
Three Phase UPS - Model 9395 (275 - 1100)	44.00	0.5600	Powerware 9395 UPS Pricing, March 1, 2009	Powerware 9395 Uninterruptible Power System, November 2008		
Three Phase UPS - Model PP2 (up to 1000kW)	39.00	0.6100	Powerware PP2 Flywheel Pricing, January 1, 2007	Powerware PP2 Flywheel, Energy Storage System, PL544FXA, June 2006, 2 pages	Austin, TX	6 to 8 weeks
Accessories, Options and Support Services						
- Spare / Replacement Parts (Construction)	50.00	0.5000	Eaton Reference Guide & Price Book, April 2009	Single Phase Reference Guide & Price Book, October 1, 2008	Raleigh, NC	Stock to 4 weeks
- Spare / Replacement Parts (Non-Construction)	30.00	0.7000	Eaton Reference Guide & Price Book, April 2009	Single Phase Reference Guide & Price Book, October 1, 2008		
Cellweld	28.00	0.7200	NDSL United States Product and Service Pricing Manual, 2009	NDSL United States Product and Service Pricing Manual		
- VRLA Replacement Batteries (Cabinet Mounted 6/12 V)	10.26	0.8975	Battery Replacement Price Book, BAT99LTA, November 2008	Battery Replacement Price Book, BAT99LTA, November 2008	Milwaukee, WI	4 to 12 weeks
- Wet Cell & VRLA (Rack Mounted 16 V) Batteries	5.00	0.9500	Federal Systems Integrated Services Confidential Price List July 2009	Integration Services, Price List, January 2008		
- Modular Integrated Mobile Power Systems (MIMPS)	5.00	0.9500	Federal Systems Integrated Services Confidential Price List July 2009	Modular Integrated Mobile Power Systems, 50 kVA - 160 kVA, 3 pages	Rungtsey, ME	3 to 6 months
Custom MBP Panel	73.00	0.2700	Eaton Bid Manager Release 6.9 (CD-ROM), CD08J13091E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003	Raleigh, NC	2 to 8 Weeks
Custom MBP Switchboard	66.00	0.3400	Eaton Bid Manager Release 6.9 (CD-ROM), CD08J13091E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003	Raleigh, NC	3 to 12 Weeks
IF ACCESSORIES OR OPTIONS ARE BOUGHT WITHOUT THE UPS UNITS EXCEPT FOR FERRUPS THEN THEY ARE CONSIDERED SPARE / REPLACEMENT PARTS AND A 30% DISCOUNT WILL APPLY.						
BIN 412-15 Power Distribution Units						
Product	Discount (%)	Multiplier to List	Price List	Selection / Technical Catalog	Production Locations	Delivery (Definition) Days ARO
Defraster Products						
Power Distribution Unit (PDU)	41.00	0.5900	PDU and RPP Pricing Configuration V3.3	Powerware Power Distribution Unit (PDU), PDD03FXA, January 2006, 2 pages	Raleigh, NC	4 to 6 weeks
Remote Power Panels (RPP)	38.00	0.6200	PDU and RPP Pricing Configuration V3.3	Remote Power Panel, Product Focus, 4 pages		
Power Distribution Rack (PDR)	38.00	0.6200	PDR Pricing Configuration V1.1	Remote Power Panel, Product Focus, 4 pages		
ePDU/eATS	28.00	0.7200	Eaton Reference Guide & Price Book, April 2009		Coventry, UK South Ana, CA	Stock - 4 Weeks
BIN 412-17 Switchgear, Panelboard, Switchboard, Load Centers, Metering						
Product	Discount (%)	Multiplier to List	Price List	Selection / Technical Catalog	Production Locations	Delivery (Definition) Days ARO
Battery						
Low Voltage Bus Duct	77.00	0.2300	Eaton Bid Manager Release 6.9 (CD-ROM), CD08J13091E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 17-1 to 17-19.	Greenville, SC	2 wks dnrg + 6-14 wks prod ARO
Low Voltage Bus Plugs	52.00	0.4800	Eaton Bid Manager Release 6.9 (CD-ROM), CD08J13091E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 17-1 to 17-19. See Note Below	Greenville, SC	2 wks dnrg + 6-14 wks prod ARO



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SIN 412-17 Switchgear, Panelboards, Switchboards, Load Centers, Metering						
Product	Discount (%)	Multiplicator	Price List	Selection / Technical Catalog	Production Location	Delivery (Destination)
Medium Voltage Non-Segregated	63.00	0.3700	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Non-Segregated Phase Bus Duct, Technical Data, TD01702001E, July 2003, Pages 1 to 24	Greenwood, SC	6-8 wks dvgs + 1-16 wks prod ARO
<b>High Resistance Pulsing Ground Systems</b>						
C-HRG Low Voltage	13.00	0.8700	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Electrical Aftermarket Product and Services, CA08105001E, March 2006, Pages 16-1 to 16-4	Asheville, NC	6-8 weeks
<b>Busway</b>						
<b>Motor Control Assemblies, Medium Voltage Starters</b>						
Asopganl	39.00	0.6100	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Motor Starter (Amperage)-Medium Voltage, TD02603001E, May 2004, Pages 1 to 44	Asheville, SC	3-4 wks dvgs + 8-10 wks prod ARO
AMPGARD Parts (Less Synch): After Market Products	32.00	0.6800	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	AMPGARD Renewal and Replacement Parts Air Break 200, 400, 750 Amp, Renewal Parts Data 8855A, September 1988, Pages 1 to 16 AMPGARD MV Motor Control Vacuum Break SJ Series, Renewal Parts, RP-4BJ.O.I.T.E., March 2009		As published in Price and Availability Digest
Class 1 Reconditioning and Class 2 Preventive Maintenance	27.00	0.7300	Cutter-Hammer Solutions for Medium Voltage Contactors, Class 1 Reconditioning and Class 2 Preventive Maintenance of Medium Voltage Contactors, Price List, PL02728003E, April 2006, Pages 1 to 2	Cutter-Hammer Solutions for Medium Voltage Contactors, Class 1 Reconditioning and Class 2 Preventive Maintenance of Medium Voltage Contactors, Price List, PL02728003E, March 2006, Pages 1 to 2	San Diego, CA Baton Rouge, LA Warrendale, PA Houston, TX	4-6 weeks ARO
<b>Power Factor Correction</b>						
Power Factor Correction Capacitor Banks	34.00	0.6600	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Water/Cutter-Hammer, Commonwealth Sprague Low Voltage Power Factor Correction, Capacitor Banks and Harmonic Filters, TD02607001E, December 2003, Pages 1 to 20	Asheville, NC	6-8 days ARO
<b>Harmonic Filters</b>						
<b>Switchgear, Low Voltage</b>						
<b>Series NRX</b>						
Magnum DS / NRX	68.00	0.3200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E, PL01301016E	Magnum DS Metal-Enclosed Low Voltage Switchgear, Technical Data, March 2003, TD01901001E, Pages 1 to 48	Asheville, NC	6 wks dvgs + 18 wks prod ARO
DSII	53.00	0.4700		DSII Metal-Enclosed Low Voltage Switchgear, Technical Data, October 1999, TD-44B.01A.T.E., Pages 1 to 48		
Power Circuit Breakers (Magnum DS)	2.00	0.9800		Magnum DS Low Voltage Power Circuit Breaker Engineering Data, TD01301004E, July 2003, Pages 1 to 80	Cabo Rojo, PR	5 weeks
Power Circuit Breakers (DS and DSL)	3.00	0.9700		Price List, DS and DSL Low Voltage Power Circuit Breakers, PL-22Q.01.P.E., October 1998, Pages 1 to 4		
Power Circuit Breakers (DS II and DSL II)	3.00	0.9700		Price List, DS II and DSL II Low Voltage Power Circuit Breakers, PL-22B.01.P.E., October 1998, Pages 1 to 4		
Power Circuit Breakers (Systems Pow-R)	3.00	0.9700	Price List, Systems Pow-R Breaker, PL01301013E, November 2007, Eaton Bid Manager Release 6.9 (CD-ROM)	Price List, Systems Pow-R Breaker, PL-22A.01A.P.E., October 1999, Pages 1 to 4		7 weeks
Power Breaker Renewal Parts, DS, and DB Breaker Renewal Parts	-25.00	1.2500	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	CA08101001E dated 02/07		
Class 1 Reconditioning and Class 2 Preventive Maintenance	27.00	0.7300	Cutter-Hammer Solutions for Low Voltage Power Circuit Breakers, Class 1 Reconditioning and Class 2 Preventive Maintenance of Low Voltage Power Circuit Breakers, Price List, PL02728001E, June 2003	Cutter-Hammer Solutions for Low Voltage Power Circuit Breakers, Class 1 Reconditioning and Class 2 Preventive Maintenance of Low Voltage Power Circuit Breakers, Price List, PL02728001E, March 2006, Pages 1 to 8	San Diego, CA Baton Rouge, LA Warrendale, PA Houston, TX	4-6 weeks ARO
Low Voltage Digtrip Retrofit Kits	9.00	0.9100	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Electrical Aftermarket Product and Services, CA08105001E, March 2006, Pages 16-16 to 17-49	Doonover, PA	5 days to 8 weeks ARO depending on style and quantity
<b>Switchgear, Medium Voltage</b>						
Metal Clad, VacClad-W	38.00	0.6200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Distribution and Control Products 2003 Consulting Application Guide, January 2003, CA08104001E / CSS 18507, Pages 6.0-1 to 6.0-42	Greenwood, SC	1-8 wks dvgs + 4-18 wks prod ARO
Metal-Enclosed Breakers and MVS Switches	70.00	0.3000	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Distribution and Control Products 2003 Consulting Application Guide, January 2003, CA08104001E / CSS 18507, Pages 7.0-1 to 7.0-42, 8.0-1 to 8.0-16	Greenwood, SC	1-8 wks dvgs + 4-18 wks prod ARO
MV Circuit Breakers (VCP and VCP-W) and Ground & Test (G&T) device	-55.00	1.5500	PL01301001E - Dec '06 PL01301006E - Feb '05 PL01301010E - Oct '06			
Renewal Parts for MV Circuit Breakers (DHP, VCP & VCP-W)	-25.00	1.2500	CA08101001E dated 02/07			
Class 1 Reconditioning and Class 2 Preventive Maintenance	27.00	0.7300	Cutter-Hammer Solutions for Medium Voltage Power Circuit Breakers, Class 1 Reconditioning and Class 2 Preventive Maintenance of Medium Voltage Power Circuit Breakers, Price List, PL02728002E, March 2006, Pages 1 to 4	Cutter-Hammer Solutions for Medium Voltage Power Circuit Breakers, Class 1 Reconditioning and Class 2 Preventive Maintenance of Medium Voltage Power Circuit Breakers, Price List, PL02728002E, March 2006, Pages 1 to 4	San Diego, CA Baton Rouge, LA Warrendale, PA Houston, TX	4-6 weeks ARO



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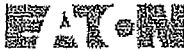
SIN 412-17 Switchgear, Panelboards, Switchboards, Load Centers, Metering						
Product	Discount (%)	Multiplier to List	Price List	Selection / Technical Catalog	Production Location	Delivery (Months/Week)
<b>Switchgear, Medium Voltage (Continued)</b>						
Power Fuses: Current Limiting (CLE and CLT Types)	38.00	0.6209	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Medium Voltage Current Limiting Fuses, CLE, HLE, HCL, CLS, CLCT, NCLFT, CX and CXN 1000V - 38kV, PG01303001E / CSS29709, July 2003, Pages 1-1 to 7-46	Carbo Rojo, PR	As published in Price and Availability Digest
Power Fuses: Current Limiting (CLEFT, CLFT, CLS, CX/CXN, HCL, and NCLFT Types)	52.00	0.4800				
Power Fuses: Current Limiting (Fuse Mounting)	50.00	0.5900				
Power Fuses: Expulsion (DBA Type Fuses, Fuse Retainers, Fuse Holders)	52.00	0.4800	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Medium Voltage Expulsion Fuses, Indoor & Outdoor, RBA, RBE, DBU, DBA, 8.3kV - 145kV, CA01303001E / CSS18743, March 2002, Pages 1 to 94	Carbo Rojo, PR	As published in Price and Availability Digest
Power Fuses: Expulsion (DSU Type Fuses)	7.00	1.0700				
Power Fuses: Expulsion (Filters/Condensers)	56.00	0.4400				
Power Fuses: Expulsion (Fuse Mounting)	50.00	0.5000				
Protective Relays	24.00	0.7600		Electrical Automation Product and Services, CA08105001E, March 2006, Pages 10-1 to 10-28	Watertown, WI Pittsburgh, PA	1 day to 2 weeks
Protective Diagnostice	24.00	0.7600	Inaugural, BR02713001E / CSS 2015, April 2002, Pages 1 to 8	Inaugural, BR02713001E / CSS 2015, April 2002, Pages 1 to 8		
Vacuum Replacement Breakers	26.00	0.7400	VR-Series Medium Voltage Vacuum Replacement Circuit Breakers, Price List, PL02707001E, April 2006, Pages 1 to 24	VR - Series Vacuum Replacement Breakers for Westinghouse Type BH, PA02709001E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for ITE Type 5HK and 5HK (Model 03), PA02708002E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for Allis-Chalmers Type MA, PA02708003E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for General Electric Type AM4.16 & AM4.18, PA02708004E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for Federal Pacific Electric Type DST-2, PA02708005E, May 2003, Pages 1 to 2  VR - Series Voltage Vacuum Replacement Breakers for Allis-Chalmers Type AM250, PA02708006E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for ITE Type 5HV, PA02708008E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for Allis-Chalmers Type F-Series, PA02708009E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for Federal Pacific Electric Type DST, PA02708010E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for McGraw-Edison Type PBD, PA02708011E, May 2003, Pages 1 to 2  VR - Series Vacuum Replacement Breakers for McGraw-Edison Type WSA, PA02708012E, May 2003, Pages 1 to 2  PL02709001E	Greenwood, SC	10 - 12 wks
<b>Transfer Switches</b>						
Automatic & Manual	25.00	0.7509	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Distribution Products and Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003 Pages 16-1 to 16-44	Asheville, NC Jaxson, Mexico Milton, Ontario (Canada)	2-15 wks ARO See Note Below
<b>Circuit Breakers</b>						
Molded Case (Frame Types) FB, JA, JB, KA, KB, LA, LAB, MA, NB, PB, Mark 75	49.00	0.5100	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Electrical Automation Product and Services, CA08105001E, March 2006, Pages 3-6 to 3-7, 3-9 to 3-13, 3-28 to 3-30, 3-74 to 3-75	Beaver, PA and Arcadio, PR	As published in the Price and Availability Digest
Molded Case (Frame Types) EHD, FD, GHB, GHC, DMCP, HED, HD, HKD, HLD, HMCP, JD, KD, LD, ND, RD, Quick Cable In/Out, Quicklog, Mark 75	49.00	0.5100	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Distribution Products & Services 2003 U.S. Catalog, CA08101001E/CSS 18507, January 2003 Pages 11-8 to 11-15, 12-3 to 12-6, 12-9 to 12-13, 12-19 to 12-27, 12-76 to 12-125	Arcadio, PR, Las Piedras, PR & Dominican Republic	
<b>Load Centers (Type CH)</b>						
Inlet and Enclosures	76.50	0.2400	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Distribution Products and Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003 Pages 1-2 to 1-18, 1-29 to 1-30	Lincoln, IL	Stock to 2 weeks



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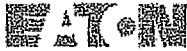
SIN 412-17 Switchgear, Panels, Switchboards, Load Centers, Metering																																																									
Product	Quantity (SQ)	Multiplier to List	Price List	Selection / Technical Catalog	Production Location	Delivery (Destination)																																																			
Circuit Breakers	76.00	0.3400		Cutler-Hammer Distribution Products and Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003 Pages 3-2 to 3-7, 3-20 to 3-28																																																					
<b>Loadcenters (Type BR)</b>																																																									
Interiors and Enclosures	81.00	0.1900	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Distribution Products and Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003 Pages 3-31 to 3-57, 3-64 to 3-66	Lincoln, IL	Stock to 2 weeks																																																			
Circuit Breakers	81.00	0.1900		Cutler-Hammer Distribution Products and Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003 Pages 3-31 to 3-66, 3-64 to 3-66																																																					
Retrofit Interior Kit	90.00	0.1600		Cutler-Hammer Distribution Products and Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003 Pages 3-31 to 3-36, 3-43 to 3-61	Lincoln, IL	Stock to 2 weeks																																																			
<b>Panels and Switchboards</b>																																																									
Power-Up-Line (PUL) and Power-Up-Command	78.00	0.2200	Eaton Bid Manager Release 6.7 (CD-ROM), CD08313001E	Cutler-Hammer Distribution Products and Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003 Pages 14-1 to 14-67	Sumter, SC	4 to 8 weeks																																																			
Power-Up-Line C & IPS Switchboards	73.00	0.2700	Eaton Bid Manager Release 6.7 (CD-ROM), CD08313001E	Switchboard Price List, January 2003 Pages 1 to 16	Sumter, SC	4 wks divs + 2 - 12 wks prod ARO																																																			
<p>Panelboards and Switchboards are available on an emergency / expedited basis for a price adder from Satellite Plants as listed below:</p> <table border="1"> <tr> <td>Location</td> <td>GA</td> <td>770-544-1922</td> </tr> <tr> <td>Atlanta</td> <td>MD</td> <td>410-795-7777</td> </tr> <tr> <td>Baltimore</td> <td>IL</td> <td>630-866-3500</td> </tr> <tr> <td>Chicago</td> <td>OH</td> <td>216-433-0616</td> </tr> <tr> <td>Cleveland</td> <td>TX</td> <td>972-343-5799</td> </tr> <tr> <td>Dallas</td> <td>CO</td> <td>303-366-7080</td> </tr> <tr> <td>Denver</td> <td>CT</td> <td>860-886-5310</td> </tr> <tr> <td>Hartford</td> <td>TX</td> <td>713-686-5430</td> </tr> <tr> <td>Houston</td> <td>CA</td> <td>909-390-6833</td> </tr> <tr> <td>Los Angeles</td> <td>NJ</td> <td>609-835-4239</td> </tr> <tr> <td>New Jersey</td> <td>FL</td> <td>907-264-9300</td> </tr> <tr> <td>Orlando</td> <td>AZ</td> <td>480-469-4222</td> </tr> <tr> <td>Phoenix</td> <td>NC</td> <td>919-564-7074</td> </tr> <tr> <td>Raleigh</td> <td>MO</td> <td>314-842-7797</td> </tr> <tr> <td>St. Louis</td> <td>CA</td> <td>510-784-8981</td> </tr> <tr> <td>San Francisco</td> <td>VA</td> <td>423-251-9081</td> </tr> <tr> <td>Seattle</td> <td></td> <td></td> </tr> </table>							Location	GA	770-544-1922	Atlanta	MD	410-795-7777	Baltimore	IL	630-866-3500	Chicago	OH	216-433-0616	Cleveland	TX	972-343-5799	Dallas	CO	303-366-7080	Denver	CT	860-886-5310	Hartford	TX	713-686-5430	Houston	CA	909-390-6833	Los Angeles	NJ	609-835-4239	New Jersey	FL	907-264-9300	Orlando	AZ	480-469-4222	Phoenix	NC	919-564-7074	Raleigh	MO	314-842-7797	St. Louis	CA	510-784-8981	San Francisco	VA	423-251-9081	Seattle		
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<b>Power Management</b>																																																									
Software	17.00	0.8300	Eaton Bid Manager Release 6.4 (CD-ROM), CD08313001E	Bichsel A/B Market Product and Services, CA08105801E, March 2006, Pages 10-1 to 10-26	Wisconsin, WI Pittsburgh, PA	1 day to 2 weeks																																																			
Metering	17.00	0.8300																																																							
Communications Hardware	17.00	0.8300		Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 26-78 to 26-102		Product 1 day to 2 weeks; System As Manufactured																																																			
Forester Software	17.00	0.8300	Polaris Systems Integrated Services Confidential Price List July 2009																																																						
Forester Hardware	17.00	0.8300																																																							
Forester Device Drivers	17.00	0.8300																																																							
<b>Power Outlet Panels (PUPS)</b>																																																									
Temporary Power	63.00	0.3700	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Power Outlet Panels, Temporary Power, RV/Campground, Marina, FG06600001E, August 2006, Pages 2 to 31	Lincoln, IL	3 days to 4 weeks																																																			
RV/Campground - Power-R-Rod	63.00	0.3700	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Power Outlet Panels, Temporary Power, RV/Campground, Marina, FG06600001E, August 2006, Pages 12 to 32																																																					
<b>Surge Products</b>																																																									
SPD Series (TVSS)	59.00	0.4100	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Clipper Power System - Viper Series, Technical Data, TD17821ATE, November 2001, Pages 1 to 8	Raleigh, NC	1 to 3 wks																																																			
Clipper Home Surge Protection (CHSP), PowerWatch	61.00	0.3900		Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 10-6 to 10-12		Stock to 3 days																																																			
DATACOM, DC and TQP, TBBP RP Coux Protectors	54.24	0.4576		Multiple Technical Data Sheets																																																					
PowerLine Filters (ABCIS)	58.00	0.4300		Multiple Technical Data Sheets																																																					
Power Conditioners (BVR)	71.00	0.2900		Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 10-29 to 10-30	MI	5 to 7 weeks ARO																																																			
TVSS - Industrial IT	38.00	0.6200	List Prices, Innovative Technology Industrial TVSS Products, 02/20/2006, Pages 1 to 11	Multiple Technical Data Sheets	Raleigh, NC	4 weeks																																																			
TVSS - Marine	38.00	0.6200	List Prices, Innovative Technology, Inc. Marine TVSS Products, 11-13-2004	Multiple Technical Data Sheets																																																					



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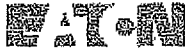
SIN 412-29 Transformers						
Product	Discount (%)	Multiply by to List	Price List	Selection / Technical Catalog	Product/In Location	Delivery (Destination)
<b>Transformers, Dry Type</b>						
1. Encapsulated (all 1 Phase up to 37.5 kVA and ≤600 Volts; all 3 Phase ≤3 kVA)	55.00	0.4500	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313081E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-2 to 9-6, 9-8 to 9-17, 9-19 to 9-30, 9-54 to 9-55, 9-65 to 9-81, 9-114	Jansz, Mexico Chicago, IL	Stock to 5 weeks
2. Encapsulated (all 1 Phase >3kVA to 37.5kVA and >600 Volts; all 3 Phase >3kVA to 100kVA and >600 Volts)	61.00	0.3900	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-7, 9-17 to 9-18, 9-114	Jansz, Mexico Chicago, IL	Stock to 5 weeks
3. Encapsulated (all 3 Phase >3kVA to 75kVA and ≤600 Volts)	61.00	0.3900		Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-8 to 9-17, 9-19 to 9-25, 9-29 to 9-30, 9-54 to 9-55, 9-65 to 9-81, 9-114		
4. Control Transformers (AP, MTA, MTC, MTE, MTG, MTK)	59.00	0.4100	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-82 to 9-112	Jansz, Mexico Chicago, IL	Stock to 5 weeks
5. Ventilated (all 1 Phase 15kVA to 157kVA and ≤600 Volts; all 3 Phase 15kVA to 1500kVA and ≤600 Volts; Accessories)	70.00	0.3000		Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-2 to 9-6, 9-8 to 9-19, 9-19 to 9-30, 9-52 to 9-53, 9-58 to 9-62, 9-113 to 9-114		
6. Ventilated (all Motor Drive Isolation 7.5kVA to 1500kVA; all K-Factor 15kVA to 1500kVA and ≤600 Volts)	68.00	0.3100	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-26 to 9-48, 9-114		
7. Ventilated (3 Phase 15kVA to 500kVA V48M28T & E)	64.00	0.3600		Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-15 to 9-14, 9-24, 9-29, 9-114 to 9-124		
8. Ventilated (3 Phase 15kVA to 1500kVA and >600 Volts)	68.00	0.3200		Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-17 to 9-18, 9-114 to 9-124		
9. Mini-Power Centre	66.00	0.3400		Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-50 to 9-51, 9-114 to 9-124	Jansz, Mexico Chicago, IL	Stock to 5 weeks
10. Harmonic Mitigating XPMR	66.57	0.3300		Cutter-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA0810100E/CSS 18507 January 2003, Pages 9-50 to 9-51, 9-114 to 9-124		
<b>Transformers, Medium Voltage</b>						
Liquid Filled, Pad-Mounted (45kVA - 5MVA)	-22.00	1.2200	Order with a Mark-up of 1.22	2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 17.0, Pages 1 to 10	Medford, OR Waukesha, WI Bland, VA South Boston, VA	14 - 28 weeks ARO
Liquid Filled, Primary Unit Substation (500kVA - 20MVA)	-22.00	1.2200		2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 13.0, Pages 1 to 12	Medford, OR Waukesha, WI Bland, VA South Boston, VA	2 - 4 wks days + 15-44 wks prod ARO
Liquid Filled, Secondary Unit Substation (300kVA - 3750kVA)	-22.00	1.2200		2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 14.0, Pages 1 to 46	Medford, OR Waukesha, WI Bland, VA South Boston, VA	2 - 4 wks days + 15-44 wks prod ARO
Liquid Filled, Substation Transformer (750kVA - 20MVA)	-22.00	1.2200		2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 16.0, Pages 1 to 12	Medford, OR Waukesha, WI Bland, VA South Boston, VA	2 - 4 wks days + 15-44 wks prod ARO
Dry Type, Network Transformer (500kVA - 3000kVA)	-22.00	1.2200		2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 18.0, Pages 1 to 42	South Boston, VA	2 - 4 wks days + 22 - 24 wks prod ARO
Liquid Filled, Network Transformer (500kVA - 3000kVA)	-22.00	1.2200		2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 18.0, Pages 1 to 42	Medford, OR Waukesha, WI Bland, VA South Boston, VA	2 - 4 wks days + 15-44 wks prod ARO
Dry Type, Primary Unit Substation (500kVA - 10MVA)	-22.00	1.2200		2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 13.0, Pages 1 to 12	Medford, OR Waukesha, WI Bland, VA South Boston, VA City of Commerce, CA	2 - 4 wks days + 18 - 24 wks prod ARO
Dry Type, Secondary Unit Substation (112.5kVA - 2750kVA)	-22.00	1.2200		2006 Consulting Application Guide, Distribution and Control Products, 14th Edition, July 2006, CA08104001E Section 14.0, Pages 1 to 46	Medford, OR Waukesha, WI Bland, VA South Boston, VA City of Commerce, CA	2 - 4 wks days + 10 - 24 wks prod ARO



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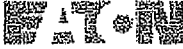
SIN 412-21 Electrical, Voltage, and Generator Controls; Electric Motors; Motor Controllers/Motor Control Centers																																		
Product	Discount (%)	Multiplier to LRU	Price List	Selection/ Technical Catalog	Production Location	Delivery (Destination)																												
<b>Network Protectors</b>																																		
Network Protectors	5.00	0.9500	Network Protectors Price List, 11/06/03	CM51 Network Protector, Technical Specifications, 04/03/02, Pages 1 to 10	Greenwood, SC	12 - 16 weeks ARO																												
<b>Adjustable Frequency Drives</b>																																		
Standard, Open - SVX9000	45.00	0.5500	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	9000X Adjustable Frequency Drives Technical Data, SVX9000 Open Drives, SVX9000 Enclosed Drives, TD04003007E, June 2004, Page 1 to 40	Waterbury, WI Flintland	Stock to 8 wks																												
Enclosed - SVX9000	45.00	0.5500	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	9000X Adjustable Frequency Drives Technical Data, SVX9000 Open Drives, SVX9000 Enclosed Drives, TD04003007E, June 2004, Page 1 to 40		2-8 wks drive + 2 - 12 wks prod ARO																												
<b>Automation Products: Operator Interface, PLC, Development Software</b>																																		
PanelMate Products	24.00	0.7600	Operator Interface Products, CA04801001B, June 2007, Tab 4E	Operator Interfaces Products, CA04801001E, August 2006, Pages 1 to 32	Columbus, OH	5 to 10 days																												
PanelMate Products (1100 Series)	16.00	0.8100	PLC, I/O & Communications Products, CA05001001E, May 2007, Tab 49-50	PLC, I/O & Communications Products, CA05001001E, June 2006, Pages 1 to 68																														
PanelMate Products (Spare Parts, Equipment, Services)	24.00	0.7600																																
<b>Contactors and Starters</b>																																		
Enclosed Control - NEMA and JEC Rated Contactors and Starters	31.00	0.6900	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Control Products and Services, 2003 U.S. Catalog, CA08102001B / CSS 18507, January 2003, Pages 33-34 to 33-44, 33-84 to 33-146, 33-239 to 33-248	Fayetteville, NC Chicago, IL Denver, CO Hartford, CT Houston, TX Los Angeles, CA	Stock to 6 wks																												
Lighting Contactors (Enclosed Control)	\$1.00	0.6900		Cutler-Hammer Control Products and Services, 2003 U.S. Catalog, CA08102001E / CSS 18507, January 2003, Pages 34-92 to 34-187																														
Definite Purpose Starters and Contactors	57.00	0.4300		Cutler-Hammer Control Products and Services, 2003 U.S. Catalog, CA08102001E / CSS 18507, January 2003, Pages 39-26 to 39-33		4 to 6 wks																												
<b>Motor Control Assemblies, Motor Control Centers, Low Voltage</b>																																		
Advantage	77.00	0.2300	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Low Voltage Motor Control Centers, Technical Data, January 1998, TD 8.04.T.E., Pages 1 to 32	Fayetteville, NC	4-6 wks drive + 6-10 wks prod ARO																												
Freedom 2100	58.00	0.4200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Low Voltage Motor Control Centers, Technical Data, January 1998, TD 8.04.T.E., Pages 1 to 32	Fayetteville, NC	4-6 wks drive + 6-10 wks prod ARO																												
Freedom FlashGuard	58.00	0.4200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Pub# IM04302001E	Fayetteville, NC	8-10 wks ship plus 6-10 wks for prod ARO																												
IT FlashGuard	58.00	0.4200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Pub# IM04306001E	Fayetteville, NC	8-10 wks ship plus 6-10 wks for prod ARO																												
IT	58.00	0.4200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Pub# IL04306001E, TD04306003E	Fayetteville, NC	8-10 wks ship plus 6-10 wks for prod ARO																												
Motor Control Center Parts	36.00	0.6400	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Motor Control Center Type F2100, Revision/ Parts, RP.03A.01A.S.E., September 2000, Pages 1 to 24	Fayetteville, NC	1 to 5 weeks																												
<p>Motor Control Centers are available on an emergency / expedited basis for a price index from Service Centers at the following locations:</p> <table border="0"> <tr> <td>Location</td> <td>GA</td> <td>Telephone</td> </tr> <tr> <td>Atlanta</td> <td>IL</td> <td>770-739-6282</td> </tr> <tr> <td>Chicago</td> <td>OH</td> <td>630-260-6104</td> </tr> <tr> <td>Cincinnati</td> <td>CT</td> <td>513-682-4000</td> </tr> <tr> <td>Denver</td> <td>CO</td> <td>303-373-2133</td> </tr> <tr> <td>Hartford</td> <td>CT</td> <td>860-883-4221</td> </tr> <tr> <td>Houston</td> <td>TX</td> <td>713-939-0427</td> </tr> <tr> <td>Los Angeles</td> <td>CA</td> <td>210-944-6413</td> </tr> <tr> <td>Portland</td> <td>OR</td> <td>503-626-8345</td> </tr> </table>								Location	GA	Telephone	Atlanta	IL	770-739-6282	Chicago	OH	630-260-6104	Cincinnati	CT	513-682-4000	Denver	CO	303-373-2133	Hartford	CT	860-883-4221	Houston	TX	713-939-0427	Los Angeles	CA	210-944-6413	Portland	OR	503-626-8345
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Los Angeles	CA	210-944-6413																																
Portland	OR	503-626-8345																																
<b>Switching Devices</b>																																		
General Duty, Heavy Duty, Rotary, Accessories	76.00	0.2400	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 8-1 to 8-5, 8-10 to 8-23, 8-2E	Cleveland, TN	Stock to 21 days																												
Double Throw, 6-Pole Motor Circuit	54.00	0.4600		Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 8-1 to 8-5, 8-24 to 8-27																														
Envelope, Heavy Duty	54.00	0.4600		Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 8-1 to 8-5, 8-29 to 8-36																														



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BIN 412-21 Electrical, Voltage, and Generator Controls, Electric Motors, Motor Controllers/Motor Control Centers						
Product	Discount (%)	Multiplicator to List	Price List	Selection / Technical Catalog	Production Location	Delivery (Destination)
Enclosed Circuit Breakers	53.00	0.4500		Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 3-44 to 6-57	Satellite Plant	
Air Conditioning Disconnects	89.00	0.1100		Cutler-Hammer Distribution Products & Services, U.S. Product Catalog 2003, CA08101001E/CSS 18507, January 2003, Pages 7-1 to 7-6	Lincoln, IL	Stock to 21 days
<b>Control Products: After Market Products</b>						
Open Control NEMA Rated Contactors and Starters, Definite Purpose Control, Vacuum Contactors and Starters, Lighting Contactors, Manual Motor Control, Controller Components, A200 Line, Replacement Parts, Standard Renewal Parts	31.00	0.6900	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Control Products and Services, 2003 U.S. Catalog, CA08102001E / CSS 18507, January 2003, Pages 33-4 to 33-83, 33-147 to 33-173, 33-194 to 33-238, 34-5 to 34-91, 35-1 to 35-35, 36-1 to 36-10, 37-2 to 37-13, 38-1 to 38-39, 44-64 to 44-67	Cosmo, PR Haina, Dom Rep Ashville, NC	As published in Price and Availability Digest
Open Control IEC Rated Contactors and Starters, Definite Purpose Control, Vacuum Contactors and Starters, Lighting Contactors, Manual Motor Control, Controller Components, A200 Line, Replacement Parts, Standard Renewal Parts	23.00	0.7700	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Control Products and Services, 2003 U.S. Catalog, CA08102001E / CSS 18507, January 2003, Pages 33-4 to 33-83, 33-147 to 33-173, 33-194 to 33-238, 34-5 to 34-91, 35-1 to 35-35, 36-1 to 36-10, 37-2 to 37-13, 38-1 to 38-39, 44-64 to 44-67	Cosmo, PR Haina, Dom Rep Ashville, NC	As published in Price and Availability Digest
Open Control, Solid State Reduced Voltage Motor Starters	31.00	0.6900		Cutler-Hammer Control Products and Services, 2003 U.S. Catalog, CA08162001E / CSS 18507, January 2003, Pages 39-1 to 39-26	Cosmo, PR Haina, Dom Rep	
Pushbuttons, Relays, Timers, Terminal Blocks	22.00	0.7800	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Cutler-Hammer Control Products and Services, 2003 U.S. Catalog, CA08102001E / CSS 18507, January 2003, Pages 46-1 to 46-14, 47-1 to 47-25, 49-1 to 49-60, 55-1 to 55-60		
Limit Switches	28.00	0.7200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Sensing Solutions Catalog (CD-ROM), CD08301008E, August 2005, Pages 3-1 to 3-5, 3-10 to 3-28	Cosmo, PR Haina, Dom Rep	As published in Price and Availability Digest
Photo Sensors	28.00	0.7200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Sensing Solutions Catalog (CD-ROM), CD08301008E, August 2005, Pages 6-1 to 6-68, 6-70 to 6-129		
Proximity Sensors	28.00	0.7200	Eaton Bid Manager Release 6.9 (CD-ROM), CD08313001E	Sensing Solutions Catalog (CD-ROM), CD08301008E, August 2005, Pages 4-1 to 4-20, 4-26 to 4-73, 4-79 to 4-92		
<b>Miscellaneous Electrical Products</b>						
Miscellaneous Electrical Products	20.00	1.2000	Means CostWorks 2007 Electrical Cost Data CD-ROM	Means CostWorks 2007 Electrical Cost Data CD-ROM	Various	Call (800) GSA-8041
Note: Miscellaneous Electrical Products pricing is 1.2 times the base material cost per Means CostWorks 2008 at the nearest location, or 1.2 times the actual quotation price, whichever is lower.						
<b>BIN 412-20 Ancillary Services</b>						
Product	Discount (%)	Multiplicator to List	Price List	Selection / Technical Catalog	Production Location	Delivery (Destination)
<b>Ancillary Services</b>						
UPS Installation Setup Services & Training	6.00	0.9400	Federal Systems Integrated Services Confidential Price List July 2009			Varies Based on Design Survey
Single Phase UPS Services	30.00	0.7000	Eaton Reference Guide & Price Book, April 2009			
UPS Service Contracts (Continuous)	30.00	0.5000	UPS Service Price Book November 12, 2008			
UPS Service Contracts (Non-Continuous)	30.00	0.7000	UPS Service Price Book November 12, 2008			
UPS Start-up Services	30.00	0.7000	UPS Service Price Book November 12, 2008, Federal Systems Integrated Services Confidential Price List July 2009			
Full Battery Coverage (Battery Services)	25.00	0.7500	UPS Service Price Book November 12, 2008			
<b>Labor Categories</b>						
Labor Categories	Price List			Labor Rate \$ / hr		
Custom Assembly	Federal Systems Confidential Price List			148		
Emergency Service	January 1, 2008			149		
Engineer Manager				179		
Extension Systems Specialist				187		
Field Service Engineer (Contract)				193		
Field Service Engineer (Demand)	Eaton Electrical Services & Systems 2007 Technical Support and Engineering Service Rates, USA, FC02700001E, April 2007			149		
Project Engineering				148		
Project Management				176		
Senior Engineer				179		
Supervisor Engineer				179		
System Installation Specialist				161		
Systems Test Engineer				107		
Technical Coordinator				89		
Technician				133		
Technician, Maintenance				120		



SIN 412-50 Ancillary Services related to Power Distribution Equipment UPS Services Labor Categories				Price List	Labor Rate \$ / hr	
3 Phase - Labor Reg 8 AM - 5 PM; Mon - Fri				Eaton Electrical Time and Material January 18, 2008	125	
3 Phase - Travel Reg 8 AM - 5 PM; Mon - Fri					125	
3 Phase - Labor Evenings					202	
3 Phase - Travel Evenings				Federal Systems Confidential Price List January 1, 2008	202	
3 Phase - Labor Weekends					202	
3 Phase - Travel Weekends					202	
SIN 412-51 Installation and Site Preparation Services for Power Distribution Equipment Installation Requiring Construction						
Product	Discount (%)	Multiplier to List	Price List	Selection / Technical Catalog	Production Location / Delivery (Installation)	
UPS Installation Setup Services & Training	6.00	0.9400	Federal Systems Integrated Services Confidential Price List July 2007		Varies Based on Design Survey	
Labor Categories			Price List		Labor Rate \$ / hr	
Electrical Foreman			Federal Systems Confidential Price List January 1, 2008		134	
Electrical Helper					106	
Electrical Journeyman					126	
Engineer Manager					179	
Excitation Systems Specialist				Eaton-Electrical Services & Systems	187	
Field Service Engineer (Contract)				2007 Technical Support and Engineering Service Rules, USA,	133	
Field Service Engineer (Demand)				PL02700801E, April 2007	149	
General Foreman					152	
Mechanical Foreman					138	
Mechanical Helper					109	
Mechanical Journeyman					128	
Plumbing Foreman					138	
Sector Engineer					179	
Supervisor Engineer					179	
System Integration Specialist					161	
Technical Coordinator					88	
Technician					133	
Technician, Maintenance					125	
SIN 412-52 Power Systems Engineering Support						
Product	Discount (%)	Multiplier to List	Price List	Selection / Technical Catalog	Production Location / Delivery (Installation)	
UPS Installation Setup Services	6.00	0.9400	Federal Systems Integrated Services Confidential Price List July 2007		Varies Based on Design Survey	
Power Chain Management Audits	9.00	0.9100	Eaton-Electrical Services & Systems, 2007 Technical Support and Engineering Service Rules, USA, PL02700801E, April 2007		Varies Based on Design Survey	
Labor Categories			Price List		Labor Rate \$ / hr	
Civil Engineer (Senior)			Federal Systems Confidential Price List January 1, 2008		103	
Civil Engineer (Staff)					73	
Civil Engineer (Typist)					37	
Construction Administration					128	
Draftsman				Eaton-Electrical Services & Systems	66	
Electrical Engineer (Senior)				2006 Technical Support and Engineering Service Rules, USA,	147	
Electrical Engineer (Staff)				PL02700801E, October 2005	81	
Environmental Engineer					103	
Estimator					103	
Junior Drafter					46	
Junior Technician					53	
Landscape Architect					82	
Lead Technician					80	
Power Systems Engineering Support						
Labor Categories				Price List		Labor Rate \$ / hr
Mechanical Engineer (Senior)						129
Mechanical Engineer (Staff)						81
Power Systems Engineering Support Planner					82	
Power System Analyst					219	
Professional Engineer					285	
Project Manager					176	
Senior Engineer (Plumbing)					83	
Senior Technician					103	
Special Consultant					283	
Specifications/Report Writer					103	
Structural Engineer (Senior)					103	
Structural Engineer (Staff)					81	
Survey Crew (Three Man)					126	
System Integration Specialist					161	
Systems Test Manager					187	
Technical Coordinator					88	
Technician					84	
International Engineer - Contract and Demand Power Systems Analyst			Eaton-Electrical Services & Systems 2006 Technical Support and Engineering Service Rules, International, PL02700812, May 2007		1,837 2,600	





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SIN 412-99 Services and Products Related To Power Distribution Equipment, Generators, and Batteries						
Power Systems Engineering Support						
Product	Discount (%)	Multiplier to List	Price List	Section / Technical Catalog	Production Location	Delivery (Days/Week)
UPS Installation/Setup Services	6.00	0.9400	Federal Systems Integrated Services Confidential Price List July 2009			Varies Based on Design Survey
3 Phase Series UPS Service Coverage Pricing	38.00	0.7000	UPS Services Price Book November 12, 2008			
3 Phase Series UPS Service Proactive Pricing	30.00	0.7000				
Remote Monitoring	30.00	0.7000				
Startup	30.00	0.7000				
Eaton Blade UPS Service Pricing - 12KVA to 60KVA	30.00	0.7000				
PLBX Electronics Parts and Labor Coverage Only	30.00	0.7000				
Support Plans	30.00	0.7000				
PLBX Electronics Parts and Labor Coverage Only	30.00	0.7000				
Eaton UPS Services Pricing - PDU, RPA, STS	30.00	0.7000				
Eaton UPS Field Upgrade Pricing	30.00	0.7000				
External Powercable Battery PM Pricing	30.00	0.7000				

Power Systems Engineering Support		
Labor Categories	Price List	Labor Rate \$ / Hr
General Foreman		162
Electrical Foreman	Eaton Electrical Services & Systems	134
Electrical Journeyman	2008 Technical Support and Engineering Service Rates, USA	126
Electrical Helper		109
Mechanical Foreman		138
Mechanical Journeyman		126
Mechanical Helper		109
Plumbing Foreman		138
Plumbing Journeyman		126
Plumbing Helper		109
Special Consultant		263
Power Systems Analyst		216
Project Manager		176
Supervisor Engineer		176
Senior Engineer		176
Field Service Engineer (Contract)		179
Field Service Engineer (Demand)		179
Technician (HCA)		134
Technician (ACL)		100
Technical Coordinator		89
System Integration Specialist		181
Master Electrician (HCA)		108
Master Electrician (ACL)		82
Maintenance Electrician (HCA)		97
Maintenance Electrician (ACL)		73
Journeyman (HCA)		88
Journeyman (ACL)		66
Apprentice (HCA)		61
Apprentice (ACL)		61
Emergency Callout		149



## GSA Schedule Contract No. GS-07F-9460G Referenced Contract Clauses and Regulations

### I - Basic Schedule Contract

#### A - Federal Acquisition Regulation (FAR)

FAR 8.404	Using Schedules (Federal Supply Schedules)	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12-01) (38 U.S.C. 4212)
FAR 36.102	Definitions (Construction and Architect-Engineer Contracts)	FAR 52.222-36	Affirmative Action for Workers with Disabilities (29 U.S.C. 793) (6-98)
FAR 52.202-1	Definitions (12-01) Alt 1(5-01)	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212) (12-01)
FAR 52.203-3	Gratuities (4-84)	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (12-04)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (7-95), with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (Alt I - 10-95)	FAR 52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (5-88) (41 U.S.C. 351, et seq)
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (8-00)	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (1-97) (Alt I - 7-96)
FAR 52.204-7	Central Contractor Registration (0-03) (Alt I - 10-03)	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (10-03) (Alternate I - 10-03)
FAR 52.211-16	Variation in Quantity (4-84)	FAR 52.225-3	Buy American Act - Free Trade Agreements - Israel Trade Act (06-06)
FAR 52.212-1	Instructions to Offerors - Commercial Items (01-06)	FAR 52.225-5	Trade Agreements (06-06)
FAR 52.212-3	Offeror Representations and Certifications - Commercial Items (10-00) (Alt III - 10-00)	FAR 52.225-13	Restrictions on Certain Foreign Purchases (02-06)
FAR 52.212-4	Contract Terms and Conditions - Commercial Items (02-07) (Deviation 2-07)	FAR 52.225-16	Sanctioned European Union Country Services (2-00) (E.O. 12849)
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (09-05)	FAR 52.229-1	State and Local Taxes (4-84) (Deviation 5-03)
FAR 52.214-34	Submission of Offers in the English Language (Clause applies only to Overseas coverage)	FAR 52.229-3	Federal, State and Local Taxes (4-03) (Deviation 2-07)
FAR 52.214-35	Submission of Offers in the U.S. Currency (Clause applies only to Overseas coverage)	FAR 52.232-7	Payments Under Time-and Materials and Labor-Hour Contracts (8-05)(Alt I - 2-07) (Deviation 2-07)
FAR 52.215-6	Place of Performance (10-97)	FAR 52.232-17	Interest (6-96) (Deviation - 5-03)
FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (10-97) (Alt IV - 10-97) (Variation I - 9-99)	FAR 52.232-19	Availability of Funds for the Next Fiscal Year (4-84) (Deviation - 5-03)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications (10-97) (Alt IV - 10-97) (Variation I - 8-97)	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332) (10-03)
FAR 52.216-18	Ordering (10-95) (Deviation 2-07)	FAR 52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration (5-99) (Deviation 2-07)
FAR 52.216-19	Order Limitations (10-95) (Variation - 8-99) (Deviation - 2-07)	FAR 52.232-36	Payment by Third Party (5-99) (Deviation 5-03)
FAR 52.216-22	Indefinite Quantity (10-95) (Variation - 10-95)	FAR 52.232-37	Multiple Payment Arrangements (5-99)
FAR 52.219-1	Small Business Representations (05-06)	FAR 52.233-1	Disputes (07-02)
FAR 52.219-8	Utilization of Small Business Concerns (5-04)	FAR 52.233-2	Service of Protest (8-96)
FAR 52.219-9	Small Business Subcontracting Plan (07-05)	FAR 52.233-3	Protest After Award (31 U.S.C. 3553) (8-96)
FAR 52.219-14	Limitations on Subcontracting (12-96)	FAR 52.233-4	Applicable Law for Breach of Contract Claim (10-04)
FAR 52.219-16	Liquidated Damages - Subcontracting Plan (1-99)	FAR 52.237-3	Continuity of Services (1-91) (Deviation 5-03)
FAR 52.222-1	Notice to the Government of Labor Disputes (2-97)	FAR 52.239-1	Privacy or Security Safeguards (8-96) (5 U.S.C. 552a)
FAR 52.222-3	Convict Labor (E.O. 11765) (6-03)		
FAR 52.222-19	Child Labor - Cooperation With Authorities and Remedies (01-08)		
FAR 52.222-21	Prohibition of Segregated Facilities (2-99)		
FAR 52.222-24	Pre-award On-Site Equal Opportunity Compliance Review (2-99)		
FAR 52.222-26	Equal Opportunity (E.O. 11246) (4-02)		



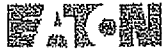
FAR 52.242-13	Bankruptcy (7-95)	FAR 52.247-39	F.O.B. Inland Point, Country of Importation (Clause applies only to Overseas coverage)
FAR 52.246-4	Inspection of Services - Fixed-Price (8-96) (Deviation 5-03)	FAR 52.247-58	Loading, Blocking, and Bracing of Freight Cars and Trailer-on-Flat Car (Piggyback) Shipments (Deviation - 10-84)
FAR 52.246-6	Inspection - Time-and-Material and Labor-Hour (5-01) (Alt I - 4-84) (Deviation - 5-03)	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (02-06)
FAR 52.247-1	Commercial Bill of Lading Notations (02-06)	FAR 52.247-67	Report of Shipment (RESHIP) (02-06)
FAR 52.247-29	F.O.B. Origin (02-06)		
FAR 52.247-34	F.O.B. Destination (11-91) (Deviation - 5-03)		
FAR 52.247-38	F.O.B. Inland Carrier Point of Exportation (02-06) (Deviation - 2-07)		

**B - General Services Administration (GSA), Modifications to Federal Acquisition Regulation (FAR)**

552.203-71	Restriction on Advertising (9-99)	552.223-72	Hazardous Material Information (9-99)
552.211-15	Defense Priorities and Allocations System Requirements (09-04)	552.228-70	Workers' Compensation Laws (9-99)
552.211-73	Marking (2-96)	552.232-8	Discounts for Prompt Payment (4-89) (Deviation FAR 52.232-8) (Alt I - 5-03)
552.211-74	Charges for Markings (2-96)	552.232-23	Assignment of Claims (9-99)
552.211-75	Preservation, Packaging, and Packing (2-96) (Alt I - 5-03)	552.232-74	Invoice Payments (9-99)
552.211-77	Packing List (2-96) (Alt I - 5-03)	552.232-77	Payment by Government Commercial Purchase Card (3-00) (Alt I - 3-00)
552.211-78	Commercial Delivery Schedule (Multiple Award Schedule) (2-96)	552.232-78	Payment Information (7-00)
552.211-82	Notice of Shipment (2-96)	552.232-79	Payment by Credit Card (5-03)
552.212-70	Preparation of Offer (Multiple Award Schedule) (8-97)	552.232-81	Payments by Non-Federal Ordering Activities (5-03)
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (6-00) (Local Deviation 6-00)	552.232-82	Contractor's Remittance (Payment) Address (5-03)
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items (9-03)	552.232-83	Contractor's Billing Responsibilities (5-03)
552.212-73	Evaluation - Commercial Items (Multiple Award Schedule) (8-97)	552.233-70	Protests Filed Directly with the General Services Administration (3-00)
552.215-71	Examination of Records by GSA (Multiple Award Schedule) (7-03)	552.238-71	Submission and Distribution of Authorized FSS Schedule Pricelists (9-99) (Deviation 12-04)
552.215-72	Price-Adjustment - Failure to Provide Accurate Information (8-97)	552.238-72	Identification of Energy-Efficient Office Equipment and Supplies Containing Recovered Materials or Other Environmental Attributes (9-99)
552.216-70	Economic Price Adjustment - FSS Multiple Award Schedule Contracts (9-99) (Alt I - 9-99) (Local Deviation 9-99)	552.238-73	Cancellation (9-99)
552.216-72	Placement of Orders (9-99) (Alt IV - 2-07)	552.238-74	Industrial Funding Fee and Sales Reporting (7-03)
552.216-73	Ordering Information (9-99) (Alt II - 9-99)	552.238-75	Price Reductions (6-04) (Alt I - 5-03)
552.217-71	Notice Regarding Option(s) (11-92)	552.238-76	Definition Federal Supply Schedules - Recovery Purchasing (2-07)
552.219-73	Goals for Subcontracting Plan (9-99) (Alt I - 9-99)	552.238-78	Scope of Contract (Eligible Ordering Activities) (5-04) (Alt I - 2-07)
552.223-70	Hazardous Material Information (3-00)	552.238-80	Use of Federal Supply Schedule Contracts by Certain Entities - Recovery Purchasing (2-07)
552.223-71	Nonconforming Hazardous Material (9-99)	552.243-72	Modifications (Multiple Award Schedule) (7-00)
		552.246-73	Warranty - Multiple Award Schedule (3-00) (Alt I 5-03)

**C - Federal Supply Service (FSS), General Services Administration (GSA) Regulations**

A-FSS-11	Consideration of Offers Under Standing Solicitation (12-00) (Local Deviation 12-00)	B-FSS-96	Estimated Sales (11-97) (Local Deviation 11-97)
A-FSS-31	Notice of Total Small Business Set-Aside (10-88)	C-FSS-411	Fire or Casualty Hazards, or Safety or Health Requirements (10-92)
A-FSS-41	Information Collection Requirements and Hours of Operation (11-99)	C-FSS-412	Characteristics of Electric Current (5-00)
		C-FSS-425	Workmanship (10-98)
		C-FSS-427	ANSI/ASTM Standards (7-91) (Local Deviation) (2-00)



D-FSS-465	Export Packing (4-84)	I-FSS-106	Guaranteed Minimum (10-00)
D-FSS-468	Non-Manufactured Wood Package Material for Export (5-04)	I-FSS-108	Clauses for Overseas Coverage (5-00)
D-FSS-469	Parts (4-84)	I-FSS-109	English Language and U.S. Dollar Requirements (3-98)
D-FSS-471	Marking and Documentation Requirements per Shipment (4-84) (Clause applies only to Overseas coverage)	I-FSS-125	Requirements Exceeding the Maximum Order (9-99)
D-FSS-477	Transshipments (4-84) (Clause applies only to Overseas coverage)	I-FSS-140-B	Urgent Requirements (1-04)
E-FSS-516	Production Point and Inspection Information (3-90)	I-FSS-163	Option to Extend the Term of the Contract (Evergreen) (4-00)
E-FSS-522	Inspection at Destination (3-96)	I-FSS-249-B	Default (5-00)
F-FSS-202-G	Delivery Prices (1-84) (Applies to Overseas Delivery Only)	I-FSS-314	Foreign Taxes and Duties (12-90)
F-FSS-230	Deliveries to the U.S. Postal Service (1-94)	I-FSS-550-B	Year 2000 Warranty - Commercial Supply Items (1-99)
F-FSS-736-A	Export Traffic Release (10-88)	I-FSS-594	Parts and Service (10-88) (Clause applies only to Overseas coverage)
F-FSS-772	Carload Shipments (4-84)	I-FSS-597	GSA ADVANTAGE <sup>SM</sup> (9-00)
FSS-7FXPM-001	Compliance with Veterans Employment Reporting Requirements (2-99)	I-FSS-599	Electronic Commerce - FACNET (4-97)
G-FSS-900-C	Contact for Contract Administration (6-01) (Local Deviation)	I-FSS-600	Contract Price Lists (07-04)
G-FSS-903	E-Mail and Website URL Addresses (7-00)	I-FSS-639	Contract Sales Criteria (2-02)
G-FSS-906	Vendor Managed Inventory (VMI) Program (MAS) (1-99)	I-FSS-644	Dealers and Suppliers (10-88)
G-FSS-907	Order Acknowledgement (4-84)	I-FSS-646	Blanket Purchase Agreements (5-00)
G-FSS-910	Deliveries Beyond the Contractual Period - Pricing of Orders (10-88)	I-FSS-680	Dissemination of Information by Contractor (4-84)
I-FSS-40	Contractor Team Arrangements (9-00)	I-FSS-918	Imprest Funds (Petty Cash) (6-00)
I-FSS-95	Representation of Size Status for Options Periods (6-03)	I-FSS-965	Interpretation of Contract Requirements (4-84)
I-FSS-50	Performance Reporting Requirements (2-95)	I-FSS-966	Multiple Award Schedule Price Reduction and Economic Price Adjustment Clause (12-97)
I-FSS-60	Performance Incentives (4-00)	K-FSS-1	Authorized Negotiators (3-98)
I-FSS-103	Scope of Contract - Worldwide (3-00)	K-FSS-9	Section 8(a) Representation for the Multiple Award Schedule Program (9-00)
		L-FSS-59	Award (4-84)
		L-FSS-400	Introduction of New Services/Products (INSP) (11-00)

**II - Construction Contracts**

**A - Construction Contracts of Any Size - Federal Acquisition Regulation (FAR)**

FAR 52.202-1	Definitions (12-01) Alt 1 (5-01)	FAR 52.225-10	Notice of Buy American Construction Materials (5-02)
FAR 52.203-6	Covenant Against Contingent Fees (4-84)	FAR 52.225-11	Buy American Act Construction Materials under Trade Agreements (7-02) (over \$6,481,000)
FAR 52.203-7	Anti-Kickback Procedures (7-95)	FAR 52.225-12	Notice of Buy American Construction Materials under Trade Agreements (5-02)
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (1-97)	FAR 52.225-14	Inconsistency Between English Version and Translation of Contract (2-00)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (5-97)	FAR 52.225-15	Sanctioned European Union Country End Products (less than \$169,000) (2-00)
FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (8-00)	FAR 52.227-1	Authorization and Consent (7-95)
FAR 52.208-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (7-95)	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (8-96)
FAR 52.211-10	Commencement, Prosecution, and Completion of Work (4-84)	FAR 52.227-4	Patent Indemnify - Construction Contracts (4-84)
FAR 52.211-12	Liquidated Damages - Construction (9-00)	FAR 52.228-1	Bid Guarantee (9-96)
FAR 52.211-13	Time Extensions (9-00)	FAR 52.228-2	Additional Bond Security (10-97)
FAR 52.215-2	Audit and Records - Negotiation (6-99)	FAR 52.228-5	Insurance - Work on a Government Installation (1-97)
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (10-97) [applicable to modifications equal to or exceeding \$500,000 and no exception applies]	FAR 52.228-11	Pledges of Assets (2-92)
FAR 52.215-13	Subcontractor Cost or Pricing Data - Modifications (10-97) [applicable to modifications equal to or exceeding \$500,000 and no exception applies]	FAR 52.228-12	Prospective Subcontractor Requests for Bonds (10-95)
FAR 52.215-15	Pension Adjustments and Asset Reversions (12-98)	FAR 52.228-13	Alternate Payment Protections (7-00)
FAR 52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB) (10-97)	FAR 52.228-14	Irrevocable Letter of Credit (12-99)
FAR 52.222-3	Convict Labor (8-96)	FAR 52.228-15	Performance and Payment Bonds Construction (7-00)
FAR 52.222-16	Approval of Wage Rates (2-88)	FAR 52.229-3	Federal, State, and Local Taxes (1-91)
FAR 52.222-17	Labor Standards for Construction Work - Facilities Contracts (2-88)	FAR 52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (4-84)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (2-99)	FAR 52.232-5	Payments under Fixed-Price Construction Contracts (9-02)
FAR 52.222-30	Davis-Bacon Act - Price Adjustment (None or Separately Specified Pricing Method) (12-01)	FAR 52.232-27	Prompt Payment for Construction Contracts (2-02)
FAR 52.222-31	Davis-Bacon Act - Price Adjustment (Percentage Method) (12-01)	FAR 52.233-1	Disputes (12-98) (Alternate I) (12-91)
FAR 52.222-32	Davis-Bacon Act - Price Adjustment (Actual Method) (12-01)	FAR 52.233-2	Service of Protest (8-96)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12-01)	FAR 52.233-3	Protest after Award (8-96)
FAR 52.223-2	Clean Air and Water (4-84)	FAR 52.236-2	Differing Site Conditions (4-84)
FAR 52.223-6	Drug-Free Workplace (5-01)	FAR 52.236-3	Site Investigations and Conditions Affecting the Work (4-84)
FAR 52.223-11	Ozone-Depleting Substances (5-01)	FAR 52.236-5	Material and Workmanship (4-84)
FAR 52.223-12	Refrigeration Equipment and Air Conditioners (5-95)	FAR 52.236-6	Superintendence by the Contractor (4-84)
FAR 52.223-13	Certification of Toxic Chemical Release Reporting (10-00)	FAR 52.236-7	Preparation of Proposals - Construction (11-91)
FAR 52.223-14	Toxic Chemical Release Reporting (10-00)	FAR 52.236-8	Other Contracts (4-84)
FAR 52.225-9	Buy American Act - Construction Materials (5-02) (under \$6,481,000)	FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (4-84)
		FAR 52.236-10	Operations and Storage Areas (4-84)
		FAR 52.236-11	Use and Possession Prior to Completion (4-84)
		FAR 52.236-12	Cleaning Up (4-84)
		FAR 52.236-13	Accident Prevention (11-91) - or - Accident Prevention (11-91) (Alt I) (11-91) (Projects over 1 year in duration or involving hazardous materials)
		FAR 52.236-14	Availability and Use of Utility Services (4-84)
		FAR 52.236-15	Schedules for Construction Contracts (4-84)
		FAR 52.236-17	Layout of Work (4-84)



FAR 52.236-21	Specifications and Drawings for Construction (2-97)	FAR 52.246-21	Warranty of Construction (3-94) (Alt I) (4-84)
FAR 52.236-26	Pre-Construction Conference (2-95)	FAR 52.247-63	Preference for U.S. - Flag Air Carriers (1-97)
FAR 52.236-28	Permits and Responsibilities (10-97)	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (6-00)
FAR 52.242-14	Suspension of Work (4-84)	FAR 52.248-3	Value Engineering--Construction (3-89) (Alt I) (2-00)
FAR 52.243-4	Changes (8-87)	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (Alt I) (9-96)
FAR 52.243-6	Change Order Accounting (4-84)	FAR 52.249-10	Default (Fixed-Price) Construction) (4-84)
FAR 52.244-2	Subcontracts (Fixed Price Contracts) (8-98)		
FAR 52.244-6	Subcontracts for Commercial Items (5-02)		
FAR 52.246-12	Inspection of Construction (8-96)		

**B - Construction Contracts of Any Size - General Services Acquisition Manual (GSAM))**

GSAM 552.211-71	Standard References (9-99)	GSAM 552.236-78	Shop Drawings Coordination Drawings, and Schedules(9-99)
GSAM 552.211-84	Non-compliance with Contract Requirements (2-96)	GSAM 552.236-79	Samples (4-84)
GSAM 552.215-70	Examination of Records by GSA (2-96)	GSAM 552.236-80	Heat (4-84)
GSAM 552.228-70	Workmen's Compensation Laws (9-99)	GSAM 552.236-81	Use of Equipment by the Government (4-84)
GSAM 552.236-70	Definitions (4-84)	GSAM 552.236-82	Subcontracts (4-84)
GSAM 552.236-71	Authorities and Limitations (4-84)	GSAM 552.243-70	Pricing of Adjustments (4-89)
GSAM 552.236-72	Specialist (4-84)	GSAM 552.243-71	Equitable Adjustments (4-84)
GSAM 552.236-74	Working Hours (4-84)	GSAM 552.246-72	Final Inspection and Tests (9-99)
GSAM 552.236-75	Use of Premises (4-84)	GSAM 552.246-75	Guarantees(6-89)
GSAM 552.236-76	Measurements (4-84)	GSAM 552.252-6	Authorized Deviations or Variations in Clauses (Deviation FAR 52.252-6) (9-99)
GSAM 552.236-77	Specifications and Drawings(9-99)		

**C - Labor Standards (Construction Contract) - Federal Acquisition Regulation (FAR)  
(Applicable to Contracts in Excess of \$2,000)**

FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (9-00) (Applicable to contracts and subcontracts expected to exceed \$100,000)	FAR 52.222-10	Compliance with Copeland Act Requirements (2-88)
FAR 52.222-6	Davis-Bacon Act (2-95)	FAR 52.222-11	Subcontracts (Labor Standards) (2-88)
FAR 52.222-7	Withholding of Funds (2-88)	FAR 52.222-12	Contract Termination - Debarment (2-88)
FAR 52.222-8	Payrolls and Basic Records (2-88)	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (2-88)
FAR 52.222-9	Apprentices and Trainees (2-88)	FAR 52.222-14	Disputes Concerning Labor Standards (2-88)
		FAR 52.222-15	Certification of Eligibility (2-88)

## EXHIBIT "B"

### FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement.

The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.



- First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

- A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.
- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
  - 1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.

2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.
4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.

- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.
- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.

- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.
- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.