# **PROCUREMENT CONTRACT DOCUMENTS**

# **PRE-ENGINEERED BUILDINGS**

# LOWER POPLAR WATER RECLAMATION FACILITY INFLUENT PUMP STATION





**JULY 2024** 

## AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

**Prepared By** 









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## AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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## AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between Macon Water Authority ("Buyer") and

WESCO ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

### ARTICLE 1—PROCUREMENT CONTRACT

- 1.01 Goods and Special Services
  - A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows:

Provide two (2) Prefabricated e-houses custom engineered and designed to withstand the harsh and corrosive environments typical of a wastewater treatment plant. The e-Houses shall contain all electrical distribution, motor control equipment, SCADA controls, and humidity control along with general lighting and receptacles as shown on the referenced drawings. The e-houses shall be of the size shown on the drawings and be customized to fit the Buyer's needs. All components furnished shall comply with the specifications included with this Agreement. The e-Houses shall be factory designed, assembled, and undergo extensive factory quality inspections and testing prior to delivery to the project site. Each e-House shall be delivered to the project site as a functional, fully-tested mudule.

### 1.02 The Project

B. The Project, of which the Goods and Special Services are a part, is generally described as follows:

The purpose of this project is to implement improvements to prevent a system failure from affecting the operation of the entire pump station. Improvements will provide a means to insolate one half of the pump station at a time for repairs and regular maintenance. The existing pump station will be converted into a submersible pump station.

### 1.03 Engineer

C. Buyer has retained Barge Design Solutions, Inc. ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

### 1.04 *Point of Destination*

D. The Point of Destination is designated as:

Lower Poplar Water Reclamation Facility

1101 Lower Poplar St

Macon, GA 31201

### ARTICLE 2—PROCUREMENT CONTRACT TIMES

- 2.01 *Time of the Essence* 
  - E. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

### 2.02 Schedule of Procurement Contract Times

- F. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within eight (8) weeks after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. It is the intent of the parties that (1) Buyer review, approve, and forward Shop Drawings and Samples to Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within twenty one days of Seller's submittal of such Shop Drawings and Samples; (2) Buyer shall return Shop Drawings to the Seller within 7 days of receipt of reviewed Shop Drawings from the Engineer and (3) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraphs 11.08 and 11.09 of the General Conditions.
- G. Days to Achieve Delivery of Goods: The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within 50 weeks after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- H. Days for Furnishing Special Services: The furnishing of Special Services to Buyer will commence within 30 days after Buyer's acknowledgement of receipt of delivery of the Goods, and shall be completed within 14 days thereafter.
- 2.03 Shop Drawings and Samples
  - I. *Submittal of Shop Drawings and Samples*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
  - J. Engineer's Review: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within **14** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

### 2.04 Liquidated Damages

Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that К. Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$5,000.00 for each week after two (2) weeks from the time specified in Paragraph 2.02 for delivery of acceptable Goods has passed. No liquidated damages can be assessed unless the cumulative time has been exceeded by the Seller. Such liquidated damages shall be the sole remedy available to Buyer for any delay by Seller. The total amount of liquidated damages that can be assessed shall not exceed five (5) percent of the delayed Goods.

### ARTICLE 3—ARTICLE 3—PROCUREMENT CONTRACT PRICE

### 3.01 Line Item Prices

Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

		TOTAL PRICE		\$1,513,153.00
•	Training		Allowance	\$20,000.00
•	Freight to Project Site		LS	\$28,576.00
•	Start-Up		LS	\$3,625.00
•	Manufacturing of Goods		LS	\$1,460,952.00
•	Shop Drawing Preparation	I	LS	Included below

### 3.02 Conditions

- A. Seller agrees that the prices in Article 2.01, above, are based on the conditions that initiation of manufacturing of Goods may be delayed by the Buyer until December 30, 2024.
- B. Seller agrees that the prices in this Article 3 are based on the condition that shipment of goods may be delayed by the Buyer until August 1, 2025.

### **ARTICLE 4—PAYMENT PROCEDURES**

### 4.01 Submittal and Processing of Applications for Payment

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

### 4.02 Progress Payments; Final Payment

- B. Progress Payments: Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
  - 1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 13.01 of the General Conditions an amount equal to the cost of Shop Drawing Preparation, with such amount being as indicated in Article 6 above, less any amounts retained by the Owner from the Buyer.
  - 2. Upon receipt of the second and subsequent such Applications for Payment in accordance with Paragraphs 10.01.A.2 and 10.01.A.3 of the General Conditions, an amount sufficient to increase payments to Seller by the amount of the costs for Manufacturing of Goods and costs for Special Services provided or performed to date, with such amount being as indicated in Article 6 above, less any amounts retained by the Owner from the Buyer and less such amounts as Engineer may determine to be associated with non-conforming Goods or performance of Special Services which are not acceptable.
  - 3. No payment for Manufacturing of Goods or Special Services shall be made until Goods are delivered to the Project Site. Payment for Shop Drawings is not affected by this provision.
- C. The contract between the Owner and the General Contractor will contain a provision for retainage in the amount of five percent.
- D. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after presentation to Buyer of the Application for Payment.

### 4.03 Interest

E. All amounts not paid when due will bear interest as the rate of six percent per annum.

### ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

- 5.01 Assignment of Contract
  - A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller thereby consents to such assignment in writing, such consent not to be unreasonably withheld. Forms documenting the assignment of the Procurement Contract, , shall be executed by Buyer and Seller, and are attached as exhibits to this Procurement Agreement. If so assigned the following provisions apply:
    - 1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction

contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about **October 30, 2024.** Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.

- 2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract which arise after the date of assignment. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
- 3. After assignment:
  - a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.
  - b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
  - c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
  - d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.
  - e. Seller shall submit all Applications for Payment directly to Contractor/Assignee after the effective date of the assignment.
    - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
    - 2) Contractor/Assignee shall pay Seller within ten days of receipt of payment from the Project Owner under the construction contract.

- 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- f. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- g. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer, Contractor/Assignee, or Seller), to the other party, without submittal to Engineer.
  - 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
  - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
  - 3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.
  - 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
- h. If the pursuit of any claim arising after the effective date of assignment by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
- i. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller arising under this Procurement Contract after the assignment date will cease.
- j. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
- k. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner), and cease to be operational.

B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

### ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

- 6.01 *List of Procurement Contract Documents* 
  - A. The Procurement Contract Documents consist of the following:
    - 1. This Procurement Agreement.
    - 2. General Conditions of the Procurement Contract.
    - 3. Procurement Specifications as listed in the Procurement Specifications table of contents
    - 4. Procurement Drawings (not attached but incorporated by reference):
      - a. consisting of a cover sheet and sheets numbered 02-E101, 09-E301, 09-E601, 09-E602, 09-E603, 09-E605, 09-E606, 09-E607, 99-E001, and 99-E002, with each sheet bearing the following general title:

### Lower Poplar Water Reclamation Facility, Influent Pump Station Improvements.

- 5. Addenda Numbers
- 6. Exhibits to this Procurement Agreement (enumerated as follows):
  - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
  - b. Seller's Final Proposal, dated August 15, 2024 entitled "MWA Lower Poplar E-House Proposal."
- 7. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
  - a. Change Orders;
  - b. Change Directives; and
  - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

### ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

### 7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
  - 1. Seller has examined and carefully studied the Procurement Contract Documents.
  - 2. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  - 3. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  - 4. Seller has given Engineer written notice of all known conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents at the time of execution, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
  - 5. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
  - 6. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

### 7.02 Seller's Certifications

- B. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

### ARTICLE 8—CONFIDENTIALITY

### 8.01 *Confidential Information*

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.
- 8.02 Disclosure of Confidential Information
  - C. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
  - D. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
    - 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
    - 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
    - 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
    - 4. Buyer has a good faith belief that disclosure is required or justified; or
    - 5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

### 8.03 Waiver of Immunity

E. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

### **ARTICLE 9-MUTUAL WAIVER**

### 9.01 Mutual Waiver of Consequential Damages

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE PROCUREMENT CONTRACT DOCUMENTS, SELLER SHALL NOT BE LIABLE TO THE BUYER FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY ECONOMIC CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST PRODUCTION, OR LOST BUSINESS OPPORTUNITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSSES OR DAMAGES IN EXCESS OF THE CONTRACT PRICE PAID TO SELLER WITH RESPECT TO THE GOODS AND SPECIAL SERVICES SOLD HEREUNDER. IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is \_\_\_\_\_,2024.

**Buyer** Seller Macon Water Authority WESCO (typed or printed name of organization) (typed or printed name of organization) By: By: (individual's signature) (individual's signature) Date: Date: (date signed) (date signed) Name: Michel Wanna Name: (typed or printed) (typed or printed) Title: Assistant Executive Director Title: (typed or printed) (typed or printed) (If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.) Attest: Attest: (individual's signature) (individual's signature) Title: Title: (typed or printed) (typed or printed) Address for giving notices: Address for giving notices: 537 Hemlock Street Macon, GA 31202 **Designated Representative: Designated Representative:** Name: Gene Inman Name: (typed or printed) (typed or printed) Title: Project Manager Title: (typed or printed) (typed or printed) Address: Address: 537 Hemlock Street Macon, GA 31202 Phone: (478) 738-6518 Phone: ginman@maconwater.org Email: Email: (If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

# EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between Macon Water Authority ("Buyer") and WESCO ("Seller") for furnishing Goods and Special Services is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

### Assignment Made by Buyer

	(typed or printed name	e of organizat	ion)
By:		Date:	
-	(individual's signature)		(date signed)
Name:		Title:	
	(typed or printed)		(typed or printed)
lf Buyer is authority	s a corporation, attach evidence of authority to sig v to sign and resolution or other documents author	n. If Buyer is izing executi	s a public body, attach evidence of ion of Buyer-Seller Agreement.

### Assignment Acknowledged and Accepted by Seller

(typed or printed name	of organization)	
By:	Date:	
(individual's signature)		(date signed)
Name:	Title:	
(typed or printed)		(typed or printed)
If Seller is a corporation, attach evidence of authority to sign.		
Assignment Accepted by Contractor/Assignee		
(typed or printed name	of organization)	
By:	Date:	
(individual's signature)		(date signed)
Name:	Title:	
(typed or printed)		(typed or printed)
If Contractor/Assignee is a corporation, attach evidence of a	uthority to sign.	

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

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## STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

**Prepared By** 









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EJCDC P-700, Standard General Conditions for Procurement Contracts with Barge Modifications 01/12/2024

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## STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

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### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

- A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.
  - 2. Application for Payment—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
  - 3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
  - 4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
  - 5. *Buyer*—The individual or entity purchasing the Goods and Special Services.
  - 6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
  - 7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
  - 8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
  - 9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
  - 10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
  - 11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

- 12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
- 13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
- 14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
- 15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
- 16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
- 17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
- 19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.
- 20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
- 21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents. The terms Contract and Procurement Agreement shall be considered synonymous.
- 22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).
- 23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

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- 24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
- 25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
- 26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
- 27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
- 28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
- 29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
- 30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
- 31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner may be the Buyer.
- 32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
- 33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.
- 34. *Seller*—The individual or entity furnishing the Goods and Special Services.
- 35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
- 36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.

- 37. Submittal—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- 38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
- 39. Unit Price Goods and Special Services—Goods and Special Services to be paid for on the basis of unit prices (if any).

### 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.
- B. Intent of Certain Terms or Adjectives
  - The Procurement Contract Documents include the terms "as allowed," "as approved," 1. "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
  - 2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
    - a. do not conform to or comply with the requirements of the Procurement Contract Documents;

- b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or
- c. in the case of Special Services, have not been completed.
- 3. The word "receipt" when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
- 4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. Procurement Contract Price or Procurement Contract Times: References to a change in "Procurement Contract Price or Procurement Contract Times" or "Procurement Contract Times or Procurement Contract Price" or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term "or both" is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

### **ARTICLE 2—PRELIMINARY MATTERS**

### 2.01 *Evidence of Insurance*

- A. Evidence of Seller's Insurance: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- B. *Evidence of Buyer's Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.
- 2.02 *Copies of Documents* 
  - A. Buyer shall furnish to Seller one printed copy of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

### 2.03 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### 2.04 *Preliminary Schedules*

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
  - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
    - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times and it allows for adequate review times for submittals (including resubmittals).
    - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
    - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
  - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).
- 2.05 *Preliminary Conference* 
  - A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

### 2.06 Safety

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

### ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

### 3.01 Intent

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving inconsistencies among two or more components of the Procurement Contract Documents, precedence shall be given in the following order:
  - 1. Written Amendments
  - 2. Change Orders
  - 3. Work Change Directives
  - 4. Engineer's written interpretations and clarifications
  - 5. Addenda
  - 6. Procurement Agreement
  - 7. General Conditions
  - 8. Specifications Division 01
  - 9. Specifications Division 02 49
  - 10. Drawings: Figure dimensions on Drawings will take precedence over scale dimensions. Detailed Drawings will take precedence over general Drawings.
  - 11. Proposal
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.

F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

### 3.02 *Reference Standards*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

### 3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies* 
  - 1. Seller's Review of Procurement Contract Documents: If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
  - 2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.
- B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:
  - 1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
  - 2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

- A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
  - 1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.
- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.
- 3.05 *Reuse of Documents* 
  - A. Seller and its subcontractors and suppliers shall not:
    - 1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
    - 2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
  - B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

### ARTICLE 4—COMMENCEMENT AND SCHEDULE

### 4.01 *Commencement of Procurement Contract Times*

A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

### 4.02 Continuing Performance

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

### 4.03 Adjustments to Progress Schedule

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.
  - 1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
  - 2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

### 4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. abnormal weather conditions;
  - 3. inspection delays by governmental authorities, and custom delays;

- 4. international shipping delays;
- 5. acts or failures to act of third-party entities; and
- 6. acts of war or terrorism.
- D. Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions: Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
  - 1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
  - 2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.
  - 3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference on the critical path to completion.

### ARTICLE 5—INSURANCE

### 5.01 Insurance

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated below.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.

- D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.
- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods or Special Service, or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods or Special Services, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
  - 4. claims for damages insured by reasonably available general liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller;
  - 5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained shall with respect to insurance required by Paragraphs 5.02.F.3 through 5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Owner, Engineer all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  - 1. include at least the specific coverages and be written for not less than the limits of liability provided below;
  - 2. include completed operations insurance;
  - 3. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 7.07 and 6.02.
  - 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller but for non-payment of premium, which is ten days per GA law, and to each other additional insured identified in General Conditions Paragraph
5.02.G to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph 5.02.I will so provide);

- 5. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.04; and
- 6. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer evidence satisfactory to Buyer of continuation of such insurance at final payment and one year thereafter).
- H. Proof of insurance coverage and furnishing of insurance policies acceptable to the Owner shall be as set forth in this Article.
  - 1. *Policies, Certificates, Limits and Disposition of Documents* The Contractor shall obtain at his expense insurance with limits as shown hereinbelow, unless the Contractor desires to broaden the limits and obtain more protection. The Contractor shall provide the Owner with evidence of insurance as required herein.
    - a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE—The Contractor shall procure and maintain Worker's Compensation and Employers Liability Insurance for all of his employees to be engaged in Work on the project under this contract, and in case any such Work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's insurance. Worker's Compensation insurance policies shall include GEORGIA under Section 3A and shall include Other States coverage and Voluntary Compensation.

Worker's Compensation Limits:	Statutory
Employers Liability Limits:	
Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

Contractor waives all rights against Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the worker's compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to Article 4 of this agreement. The Waiver of Our right To Recover From Others Endorsement, ISO Form SC 00 03 13, or the most currently issued ISO form, shall be attached to the policy showing the Owner listed in the Schedule.

*Disposition*: Certificate(s) of insurance showing the required coverage must be returned to the Owner with properly executed Contract Documents.

b. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE.—The Contractor shall procure and shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, as shall protect him from claims for damages for bodily injury, including

accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. Each policy shall be indorsed with ISO Form CG 25 03 11 85 or equivalent form with wording satisfactory to Owner.

The Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 33 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Contractor waives all rights against the Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability or commercial umbrella liability insurance maintained pursuant to Article 4 of this agreement.

*Disposition*: Certificate(s) of insurance showing the required coverage must be returned to the Owner with properly executed Contract Documents. If requested by the Owner, Contractor shall also provide a certified copy of the policy(ies) required by Article 4(a)(2).

c. BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE—The Contractor shall procure and shall maintain business automobile liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner.

Contractor waives all rights against the Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered

by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Article 4 of this agreement or under any applicable auto coverage.

*Disposition*: Certificate(s) of insurance showing the required coverage must be returned to the Owner with properly executed Contract Documents. If requested by the Owner, Contractor shall also provide a certified copy of the policy(ies) required by Article 4(a)(2).

*Cross-Liability Coverage*—If Contractor's liability policies do not provide the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

1) By proper endorsement, the policy must name

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as an additional insured and shall provide for not less than thirty (30) days prior written notice before cancellation or any material change in the policy, except for non-payment of premium which shall require ten (10) days prior written notice of cancellation, to the Owner.

d. Commercial Umbrella/Excess Policy:

Contractor shall procure a commercial umbrella or excess policy with a limit of no less than \$5,000,000. Coverage must follow form over underlying policies including GL, Auto and Employer's Liability insurance.

e. MATERIALS AND EQUIPMENT FLOATER.- The Contractor shall procure, and shall maintain during the performance of the Contract Agreement, Materials and Equipment Floater (May be labeled as *Equipment Floater* or Installation Floater or Builders Risk) Insurance to protect the interests of the Owner, the Contractor and Subcontractors against loss by vandalism, malicious mischief, and all hazards included in a standard All Risk Endorsement. The amount of insurance shall at all times equal or exceed the amount of the materials in the Contract + \$30k for Owner furnished materials. The policies shall be in the names of the Owner and the Contractor.

*Disposition:* Original policy must be returned to the Owner with properly executed Contract Documents. Owner may accept with returned, executed Contract Documents in lieu of an original policy, an insurance binder evidencing the policy coverage, but Contractor shall not be relieved of the obligation to furnish the actual policy.

*Endorsement on Materials and Equipment Floater Policy*—There shall be attached to and made a part of the insurance policy for MATERIALS AND EQUIPMENT FLOATER an endorsement of the insurance company in accordance with the specimen shown in preceding Paragraph (a)(3).

- I. Seller shall deliver to Buyer certificates of insurance which Seller is required to purchase and maintain.
- J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph 5.02.I. Seller shall provide such additional insurance.

#### 5.02 Surety or Insurance Companies

A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required and carry a rating from A.M. Best of no less than (A- Excellent).

#### ARTICLE 6—LICENSES AND FEES

#### 6.01 Intellectual Property and License Fees

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Engineer's design, Engineer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights, or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.
- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

#### 6.02 Seller's Infringement

A. Subject to Paragraph 6.01, and except to the extent related to Paragraph 6.03, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Project Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) that a court of competent jurisdiction has determined was arising out of or relating to any infringement or alleged infringement of any third party's valid patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.

- B. Buyer will notify Seller in writing of any claim, suit, or threat of suit by a third party within twenty-one calendar days after receiving notice for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
  - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
  - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made by a court of competent jurisdiction that Seller has infringed upon the intellectual property rights of another, Seller, at its option, may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

#### 6.03 Buyer's Infringement

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.
- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
  - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.
  - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

#### ARTICLE 7—SELLER'S RESPONSIBILITIES

- 7.01 *Performance of Obligations* 
  - A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.

- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.
- 7.02 Labor, Materials and Equipment
  - A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.
  - B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:
    - 1. new, and of good quality;
    - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
    - 3. shop-assembled to the greatest extent practicable.
- 7.03 Laws and Regulations
  - A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
  - B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.
  - C. Changes in Laws or Regulations which are not in effect and which are not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.
- 7.04 Taxes
  - A. Buyer shall pay all sales and use taxes , if any, arising out of the sale of the Goods and the performance of Special Services..

#### 7.05 Submittals

A. Shop Drawing and Sample Requirements

- 1. Before submitting a Shop Drawing or Sample, Seller shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
- 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing, by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Buyer and Engineer for review and approval in accordance with the accepted Schedule of Submittals.
  - 1. Shop Drawings
    - a. Seller shall submit the number of copies required in the Procurement Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Buyer and Engineer the services, materials, and equipment Seller proposes to provide, and to enable Buyer and Engineer to review the information for the limited purposes required by Paragraph 7.06.C.
  - 2. Samples
    - a. Seller shall submit the number of Samples required in the Procurement Specifications.
    - b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
  - 3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Buyer's and

Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

- C. Engineer's Review of Shop Drawings and Samples
  - 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval or disapproval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.
  - 2. Engineer's review and approval or disapproval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
  - 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  - 4. Engineer's review and approval or disapproval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.
  - 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
  - 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.
  - 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.
  - 8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.
- D. Resubmittal Procedures for Shop Drawings and Samples
  - 1. Seller shall make corrections required by Buyer or Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
  - 2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's

charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.

- 3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.
- E. Submittals Other than Shop Drawings and Samples
  - 1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
    - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
    - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
    - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
    - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  - 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

#### 7.06 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all third party claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such

subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE PROCUREMENT CONTRACT DOCUMENTS, SELLER SHALL NOT BE LIABLE TO THE BUYER FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY ECONOMIC CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST PRODUCTION, OR LOST BUSINESS OPPORTUNITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSSES OR DAMAGES IN EXCESS OF THE CONTRACT PRICE PAID TO SELLER WITH RESPECT TO THE GOODS AND SPECIAL SERVICES SOLD HEREUNDER.

#### 7.07 *Concerning Subcontractors and Suppliers*

A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

#### **ARTICLE 8—SHIPPING AND DELIVERY**

- 8.01 Shipping
  - A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.
- 8.02 Delivery
  - A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
  - B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
  - C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
  - D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
  - E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
  - F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.
- 8.03 Risk of Loss
  - A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as nonconforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

#### ARTICLE 9—BUYER'S RIGHTS

#### 9.01 Seller's Warranties and Guarantees

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Buyer and Engineer. Buyer and Engineer shall be entitled to rely on Seller's written warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
  - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
  - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
  - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
  - 1. observations by Buyer, Engineer, or Project Owner;
  - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
  - 3. use of the Goods by Buyer or Project Owner, subject to 9.01.C;
  - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
  - 5. the issuance of a notice of acceptance;
  - 6. any inspection, test or approval by others; or
  - 7. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.

E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

#### 9.02 Inspections and Testing

- A. General Provisions
  - 1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
  - 2.
  - 3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
  - 4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
  - 5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
  - 6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
  - 7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.
- B. Visual Inspection on Delivery
  - 1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
  - 2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.
- C. Final Inspection
  - 1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and

Seller has performed and completed all Special Services, Buyer and Engineer will make a final inspection.

- 2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
- 3. If, on the basis of the final inspection, the Goods and Special Services are nonconforming, Buyer will identify the non-conformity in writing.

#### 9.03 Non-Conforming Goods and Special Services

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer or Engineer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer, in response to written instructions from Buyer, and as Buyer's sole and exclusive remedy with respect to such non-conformity, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.
- B. Buyer's Rejection of Non-Conforming Goods
  - 1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
  - 2. Seller shall bear all direct costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
  - 3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.
- C. Buyer's Rejection of Non-Conforming Special Services
  - 1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
  - 2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
  - 3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.
- D. *Remedying Non-Conforming Goods*: If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
- E. *Buyer's Acceptance of Non-Conforming Goods*: Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all direct,

documented and reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

- F. Seller Obligations: Seller shall pay all direct claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the direct costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. Buyer's Rejection of Conforming Goods: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.
- 9.04 *Correction Period* 
  - A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after commissioning of the Goods, unless otherwise set forth in the Specifications.
  - B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
  - C. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND EXCLUDES, AND BUYER WAIVES, ALL OTHER EXPRESS AND IMPLIED WARANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

#### ARTICLE 10—ENGINEER'S STATUS

#### 10.01 Engineer's Role Defined

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

#### 10.02 Duties and Responsibilities; Authority; Limitations

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

#### ARTICLE 11—CHANGES

- 11.01 Amending and Supplementing the Procurement Contract
  - A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
  - B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
  - C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

#### 11.02 Change Orders

- A. Buyer and Seller shall execute appropriate Change Orders covering:
  - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
  - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
  - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
- 11.03 Change Directives
  - A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.
  - B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

#### 11.04 Field Orders

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

#### 11.05 Buyer-Authorized Changes in the Goods and Special Services

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

#### 11.06 Buyer's Contingency Allowance

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.
- 11.07 Unauthorized Changes in the Goods and Special Services
  - A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

#### 11.08 Change of Procurement Contract Price

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
  - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
  - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
  - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

#### 11.09 Change of Procurement Contract Times

A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

#### ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

- 12.01 Claims
  - A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
  - B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
  - C. Claimant shall deliver written supporting data to Engineer and the other party within 30 days after such occurrence unless Engineer allows an additional period of time. Any opposing data shall be submitted by the other party to Engineer within 30 days after receipt of the claimant's written notice unless Engineer allows an additional period of time.
  - D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
  - E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
  - F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
  - G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.
  - H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller

appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.

- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

#### 12.02 Dispute Resolution Method

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The request for mediation must be submitted in writing to the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
  - 1. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
  - 2. delivers to the other party written notice of the intent to submit the Claim or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

#### ARTICLE 13—PAYMENT

- 13.01 Applications for Progress Payments
  - A. Seller shall submit to Buyer Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer may reasonably require.
  - B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.

- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

#### 13.02 Basis and Amount of Progress Payments

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.
- 13.03 Suspension of or Reduction in Payment
  - A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, under the following circumstances:
    - 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
    - 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
    - 3. Buyer is entitled to impose a set-off against payment based on any of the following:
      - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
      - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
      - c. Seller has failed to provide and maintain required bonds or insurance;
      - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
      - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
      - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
      - g. the Procurement Contract Price has been reduced by Change Orders;

- h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
- i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
- j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount, Buyer will provide Seller immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

#### 13.04 Final Payment

- A. After Seller has corrected all non-conformities, if any, to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer and Buyer are reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, Seller may submit final Application for Payment.
- D. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount due, less any sum Buyer is entitled to set off, pursuant to the provisions of Paragraph 13.04.
- E. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

#### 13.05 Waiver of Claims

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

#### ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

#### 14.01 *Cancellation*

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
  - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit. Such amounts shall include any and all cancellation fees imposed by the manufacturer of the Goods.
  - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods provided that such Goods are, in Seller's judgment, resaleable, and in original packaging.

#### 14.02 Suspension of Performance by Buyer

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 180 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.
- 14.03 Suspension of Performance by Seller
  - A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
    - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
    - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

#### 14.04 Breach and Termination

- A. Buyer's Breach
  - 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
  - 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer and Engineer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
- B. Seller's Breach

- 1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
- 2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller and Engineer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

#### ARTICLE 15—MISCELLANEOUS

#### 15.01 Giving Notice

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.
- 15.02 Controlling Law
  - A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
  - B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.
- 15.03 Computation of Time
  - A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 15.04 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 15.05 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

#### 15.06 Entire Agreement

A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

#### 15.07 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

#### 15.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

#### 15.09 Successors and Assigns

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

# Section 00 01 10

# Procurement Specifications and Drawings

Section <u>Title</u>

**Division 01 - General Requirements** 

- 01 33 00 Submittal Procedures
- 01 65 00 Product Delivery Requirements
- 01 66 00 Product Storage and Handling Requirements
- 01 75 16 Startup Procedures
- 01 78 23 Operation and Maintenance Data
- 01 78 36 Warranties
- 01 78 43 Spare Parts and Special Tools

Division 9 – Finishes

- 09 90 15 Paint
- Division 13 Special Construction
- 13 34 00 Precast Concrete Building
- Division 23 Heating, Ventilating, and Air Conditioning (HVAC)
- 23 81 13.13 Packaged Terminal Air-Conditioners, Outdoor, Wall-Mounted Units

#### Division 26 - Electrical

s
S

- 26 05 00 Basic Electrical Materials and Methods
- 26 05 01 Electrical Testing
- 26 05 19 Low-Voltage Electrical Power Conductors And Cables
- 26 05 23 Control-Voltage Electrical Power Cables
- 26 05 26 Grounding and Bonding For Electrical Systems
- 26 05 29 Hangers and Supports For Electrical Systems
- 26 05 33 Raceways and Boxes For Electrical Systems
- 26 05 36 Cable Trays For Electrical Systems
- 26 05 43 Underground Ducts and Raceways For Electrical Systems
- 26 05 44 Sleeves and Sleeve Seals For Electrical Raceways and Cabling
- 26 05 53 Identification For Electrical Systems
- 26 05 72 Overcurrent Protective Device Short-Circuit Study
- 26 05 73 Overcurrent Protective Device Coordination Study
- 26 05 74 Overcurrent Protective Device Arc-Flash Study
- 26 05 91 Integrated Power Assemblies
- 26 22 13 Low-Voltage Distribution Transformers
- 26 24 13 Switchboards
- 26 24 16 Panelboards
- 26 24 19 Motor-Control Centers
- 26 27 26 Wiring Devices
- 26 28 13 Fuses
- 26 28 16 Enclosed Switches And Circuit Breakers
- 26 29 13.03 Manual And Magnetic Motor Controllers

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26 43 13 26 51 00	Surge Protection For Low-Voltage Electrical Power Circuits Interior Lighting
26 56 19	Led Exterior Lighting

<u>Drawings</u>

02-E101	ELECTRICAL SITE PLAN
09-E301	ENLARGED POWER PLAN
09-E601	ELECTRICAL ONE-LINE DIAGRAM
09-E602	ELECTRICAL ONE-LINE DIAGRAM
09-E603	ELECTRICAL ONE-LINE DIAGRAM
09-E605	ELECTRICAL RISER DIAGRAM
09-E606	ELECTRICAL WIRING DIAGRAM
09-E607	ELECTRICAL VFD PANEL ELEVATIONS
99-E001	ABBREVIATIONS & LEGEND
99-E002	NOTES





# **MWA Lower Popular E-House** Proposal

**Fixed Price Proposal** 

Macon Water Authority Macon, GA

#### CX20240614.MV REV3

08/15/2024

#### Presented to:

Macon Water Authority 790 2nd St Macon, GA 31201 US

#### Proposed by:

WESCO 1041 South Airport Drive Macon, GA 31206 US

Rockwell Automation Inc. 1201 South Second Street Mke, WI 53204 US



FT FactoryTalk



expanding human possibility®



# **Main Points of Contact**

	Primary Contact		
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	Position:	Reliability/Control Engineer	
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Auromation	Additional Contact		
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# **Revision History**

Date:	Description of change:	Edited by:	Revision:
06/14/2024	None, Original Document	Merlin J. Vivar	CX20240614.MV Rev 0
06/20/2024	LV VFDs to be supplied by others.	Merlin J. Vivar	CX20240614.MV Rev 0A
07/05/2024	Proposal changed from Budgetary to Firm.	Merlin J. Vivar	CX20240614.MV Rev 1
07/11/2024	Adding Harmonic Analysis	Keith Houston	CX20240614.MV Rev2 (Rev1a)
07/16/2024	Adding Descriptives to Harmonic Analysis	Keith Houston	CX20240614.MV Rev2a (Rev1b)
08/08/2024	Extended Warranty added	Merlin J. Vivar	CX20240614.MV Rev 3 (Rev 2)



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# **Executive Summary**

This proposal is in response to a Request for Proposal/Quotation (RFP)/(RFQ) offered by WESCO for resale to Macon Water Authority for their MWA Lower Popular E-House Proposal project.

WESCO, in partnership with Rockwell Automation, has identified a comprehensive solution in response for your RFP/RFQ. The proposed solution includes Rockwell Automation products and services along with those of third-party supplier(s).

The RFP/RFQ requires the supplier to furnish:

- Low Voltage Motor Control Centers
- E-Houses

In addition to the scope listed above, WESCO will provide:

- Individual element and system factory acceptances tests (FAT) using a test plan developed jointly, scope as proposed.
- Centralized documentation management and control.
- Transport logistics and site support as proposed.
- Unified project scheduling and planning.



# 1 Rockwell Automation Statement of Work

#### 1.1 **Pricing Summary**

Base Offer	\$1,460,952.00	
Options: (Pricing contingent upon purchase at initial order) OP1. Start-Up (see Appendix D:) OP2. Training (see Appendix E:)	\$3,625.00 Multiple options	
Freight Estimate (Estimates do not include insurance): Freight Estimate to Customer Site (Macon, GA)		

\$28,576.00

All prices are in U.S. Dollars.

This proposal is only to provide a firm price for the scope defined herein.

This proposal is valid for 30 days from date of issue.

Prices do not include sales, use, excise, customs, value-added or similar taxes. Buyer will pay or reimburse Seller for all such taxes as may be applicable.

Additional on-site Start-Up/Commissioning Services are offered on a per diem basis at the start-up service rate in effect at the time the service is provided. The standard (Monday - Friday, first 8 hours/day) field service rate is the rate shown below plus all travel and living expenses. Overtime (in excess of 8 hours/day) and Saturday (all hours) rates are one and one-half times the stated standard field service rate. Sunday and Holiday (all hours) rates are two times the stated standard field service rate. Travel time to and from the jobsite is billed at the stated standard field service rate. Transportation, auto rental, lodging, meals, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee. Auto mileage (local service) is billed at \$0.85/Mile. The minimum billing charge for field service work is four hours at the appropriate base rate plus expenses.

See Start-Up Appendix for full list of rates.

#### 1.1.1 Invoicing Schedule

Milestone	Payment Percent
At acceptance of the purchase order, all agreement to the terms have been	10%
completed	
At submittal of approval drawings	20%
At receipt of major equipment at E-House fabrication site	30%
Completion of Factory Testing	30%
Delivery to Project site	5%
Completion of commissioning	5%

Services invoiced separately, billed monthly.

WESCO may make partial shipments of drawings or equipment hereunder and may invoice for each such partial shipment separately. WESCO will invoice for each such partial shipment separately based on the pro-rata amount of the partial shipments.

\* Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Buyer, but in no event later than 90 days following shipment whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.



#### 1.1.2 Purchase Order Instructions

To place order, specify the following line item(s) and associated price(s) on your purchase order(s):

• MWA Lower Popular E-House Proposal Solution per Quotation CX20240614.MV Rev 3

Please remit purchase orders to:

WESCO 1041 Airport South Dr. Macon, GA 31216

Email PO to: Keith Houston at

KHouston@WESCO.com

On the face of your purchase order, please explicitly reference the Quotation Number(s) as specified in the Purchase Order Instructions above. Purchase order acceptance will be via order acknowledgement confirmation.

#### 1.1.3 Freight

FCA Rockwell Automation Plant or Warehouse (Incoterms®<sup>1</sup> 2020)

#### 1.1.4 Delivery

Delivery is approximately 50 weeks from Rockwell Automation acceptance of Purchase Order. Delivery is based on availability at time of purchase and is subject to change. Delivery is dependent on documentation submitted by Customer. Please refer to 1.3.1 Documentation Requirements. Additional time and cost may apply if documentation is not submitted or available at start of project. Rockwell Automation products are manufactured in multiple locations and reserves the right to determine sourcing location that best meets the customer's needs.

#### 1.1.5 Document Acceptance

Customer will have (5) business days to review and provide a written response regarding project documentation that requires Customer approval. If a written response is not submitted to Rockwell Automation within (5) business days after the date the project documentation was emailed to Customer, the project documentation will be considered accepted by Customer. Customer-requested changes received after the specified (5) business day response period will impact the project by a day-for-day delay in schedule, and Customer may be subject to additional costs and changes to the project plan as a result of the delay.

#### 1.1.6 Order Cancellation Schedule

Outlined below are the cancellation charges for the scope quoted in this proposal, according to the stage at which the cancellation is requested. Rockwell Automation expects to receive a notice / intent to cancel or terminate, from the customer, per the applicable clause agreed to in the terms and conditions.

This schedule applies to all order items being considered for cancellation unless otherwise stated or confirmed by Rockwell Automation.

The percentage is based on Order / Item total NET value at the time of Cancellation.

<sup>&</sup>lt;sup>1</sup> Incoterms® is a trademark of the International Chamber of Commerce (ICC).

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Completion Stage	Cancellation %	Description
Order Entry	10%	<ul> <li>Order entered in the company's business system.</li> <li>Order paperwork generated.</li> <li>Schedule of order process</li> </ul>
Material Procurement (SC/PE)	20%	<ul><li>Parts procurement</li><li>Third party purchase</li></ul>
Drawings created for Information or Approval	30%	<ul> <li>Approval or Manufacturing Drawings available /ready for submission to the customer</li> </ul>
Order Released for Manufacturing	50%	<ul> <li>Engineering work begun or complete, Bill of Material(s) released for production</li> </ul>
Fabrication of Sheet Metal / Material Procurement (Eng.)	60%	<ul> <li>Sheet Metal released for fabrication or completed.</li> <li>Parts procurement (Eng. Orders)</li> <li>Third Party purchase orders</li> </ul>
Assembly of Units / Structures	80%	Equipment assembly has begun
Test and Inspection	90%	Final factory test & inspection
Manufacturing and Testing Complete / Ready for Shipment	100%	<ul> <li>Completed test and inspection, ready for shipping</li> </ul>

#### 1.1.7 Factory Acceptance Testing (FAT)

Standard non-witnessed factory testing is included. Inspector visits and standard witness tests are available as a cost adder on a per diem basis. Purchaser to estipulate the number of days required at time of order.

## 1.2 Statement of Work Summary

Rockwell Automation will provide:

- Low Voltage Motor Control Centers
- E-Houses

WESCO Partner will provide:

- Harmonic Analysis
- 26 05 72 Overcurrent Protective Device Short-Circuit Study
- 26 05 73 Overcurrent Protective Device Coordination Study
- 26 05 74 Overcurrent Protective Device Arc Flash Study

#### 1.2.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work:



Reference	Date	Description
Email	05/21/2024	FW: EXTERNAL: IPP - E-house, MCC, 755TL Packaged Drive for Macon Water
PDF	05/21/2024	Drawings - Lower Poplar Pre-Engineered Buildings RFP-compressed
PDF	05/21/2024	Spec Sheet - RFI - AB Equipment - Arrow Starnet Scope Quotation Macon GA -
		5-13-24

#### **1.2.1.1 Solution Description**

The solution provided will be based on Rockwell Automation's standard system and services deliverables. The solution will include:

#### 1.2.1.1.1 Equipment

The following equipment is included in this Statement of Work.

Line	Qty	Description		
1	2	Low Voltage Motor Control Centers		
3	2	E-houses		

The scope of supply shown above is for discussion purposes only. Please refer to the Bill of Materials (BOMs) /Technical Appendices section(s) found at the end of this proposal for specific details regarding the supplied equipment and services.

#### 1.3 Customer Responsibilities

#### 1.3.1 Documentation Requirements

At release of order, Customer will provide current copies of the items that are specified in the table below.

Documentation Requirements
Drawings Complete motor data and other loads Other documents required to deliver system

Note: If Customer documents are not delivered by the required date, the Documented Change Request (DCR) Process will be followed to address any resulting delays.

#### 1.3.2 Single Point of Contact

The customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

#### 1.3.3 Maintenance, Electrical, and Operations Staff

The customer will provide appropriate personnel knowledgeable in the process, operation, and control system supplied to assist Rockwell Automation personnel.

#### 1.3.4 Access to System

The customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this proposal.



### 1.4 **Project Execution Plan**

A critical and valuable aspect of the Rockwell Automation solution will be to provide a single-point of interface and coordination for the successful accomplishment of projects that include a variety of equipment known together as a solution. This approach optimizes communication with the client and ensures an effective customer-supplier relationship within and external to the project organization.

Rockwell Automation will lead and project manage the overall scope of the individual components of the project in a coordinated manner to achieve the overall project goals and objectives. A Rockwell Automation Program Manager (PM) will be responsible for the overall supervision and interface management of the individual projects and to coordinate their respective components. The PM is engaged during the pre-order phase through to project execution and final close out with full end-to-end responsibility for achieving customer satisfaction.

For the customer this provides the advantages of reduced supplier management, reduced complexity and simplification of the communication channels. Schedule integration and interface management is ensured through Rockwell Automation's processes to deliver the technical scope of the project at the agreed upon level of quality, while meeting the schedule and cost constraints, ensuring a successful project.

During the project execution the PM acts as the primary customer interface and escalation point of contact for project control, schedule, risk and issue management:

- Manages customer and internal project update meetings.
- Promotes consistency and standardization across the deliverables.
- Facilitates compliance with Vendor Drawing and Data Requirements
- Manages overall commercial and contractual aspects between the client and Rockwell Automation business units, partners, and suppliers.
- Monitors and reports internally and externally the progress of project components to ensure the overall scope, schedules, and financial objectives are delivered on time and on budget.
- Identifies and mitigates risks and obstacles associated with the project in collaboration with customer.

Rockwell Automation will deploy experienced resources to the project team. The resources will be utilized throughout the project such as onsite kick-off meetings, detailed design specifications, internal testing, software FATs, and onsite start-up activities.

Rockwell Automation follows a global Quality Management System (QMS) which defines the overall framework for solutions delivery while engendering a quality culture in our employees. This quality system sets forth within our Integrated Project Management (iPM) Methodology: a standard delivery approach; adopted industry requirements; practices compliant to ISO9001:2008; and an integrated quality gate approach tailored to project complexity. The quality gate approach ensures the delivery team is following good engineering practices, delivering per the project requirements and specifications, and leveraging best practices and standards.


# 1.4.1 **Project Schedule**

50 weeks FRO (From Receipt of Order) Delivery based on availability at time of purchase, subject to change\*

### Proposed project schedule is representative only.





# 1.4.2 **Project Execution Organization Chart**





#### 1.5 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications, and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Item	Document	General Assumptions		
A1		Safety. All aspects of mechanical, electrical and process safety are		
		requirements of the customer.		
A2		Storage Requirements. Rockwell Automation will provide the storage		
		requirements. The customer is responsible to meet those requirements if		
		storage is needed. ex. climate controlled.		
A3		The functionality of any existing operator devices and machine-mounted		
		devices is the responsibility of the customer.		
A4		Mechanical Designs and Services. All electrical, structural, civil, piping,		
		or mechanical designs and services are to be managed by Customer and		
		their selected contractor(s) unless otherwise specified in this Statement of		
		Work.		
A5		<b>RoHS.</b> Customer supplied/specified products will meet all applicable		
		material restrictions as defined in RoHS. If it does not, Customer will		
		notify Rockwell Automation prior to shipment of the Customer		
		supplied/specified products to Rockwell Automation. Customer will		
		indemnify Rockwell Automation against any claim arising out of Rockwell		
		Automation's use of Customer supplied/specified products.		
ltem	Document	E-House Assumptions		
-				
A6		For installation of prefabricated enclosure, all aspects of mechanical,		
A6		For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer.		
A6 A7		For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs,		
A6 A7		For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by		
A6 A7		For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others.		
A6 A7 A8		For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any		
A6 A7 A8		For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC		
A6 A7 A8		For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included.		
A6 A7 A8 Item	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b>		
A6 A7 A8 Item C1	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b> This Scope of Work pertains to the <u>MWA LOWER POPULAR E-HOUSE</u>		
A6 A7 A8 Item C1	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b> This Scope of Work pertains to the <u>MWA LOWER POPULAR E-HOUSE</u> <u>PROPOSAL project</u> only. Anything not specifically identified within this		
A6 A7 A8 Item C1	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b> This Scope of Work pertains to the <u>MWA LOWER POPULAR E-HOUSE</u> <u>PROPOSAL project</u> only. Anything not specifically identified within this scope of work is excluded from this proposal.		
A6 A7 A8 Item C1 C2	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b> This Scope of Work pertains to the <u>MWA LOWER POPULAR E-HOUSE</u> <u>PROPOSAL project</u> only. Anything not specifically identified within this scope of work is excluded from this proposal. Additional engineering support and other services are available upon		
A6 A7 A8 Item C1 C2	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b> This Scope of Work pertains to the <u>MWA LOWER POPULAR E-HOUSE</u> <u>PROPOSAL project</u> only. Anything not specifically identified within this scope of work is excluded from this proposal. Additional engineering support and other services are available upon request and are not included in this proposal.		
A6 A7 A8 Item C1 C2 C3	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b> This Scope of Work pertains to the <u>MWA LOWER POPULAR E-HOUSE</u> <u>PROPOSAL project</u> only. Anything not specifically identified within this scope of work is excluded from this proposal. Additional engineering support and other services are available upon request and are not included in this proposal. <b>Documentation.</b> All project and system documentation will be in English		
A6 A7 A8 Item C1 C2 C3	Document	For installation of prefabricated enclosure, all aspects of mechanical, electrical and process safety are requirements of the customer. New Structural Platform, Piers or Concrete Pad, Walkway, Stairs, Handrails, etc. to be designed, supplied, fabricated and installed by others. The offloading of any control house at the customer site along with any on-site installation (reassembly/rewiring of equipment such as HVAC units, stairs/landings, downspouts, etc.) is not included. <b>General Clarifications</b> This Scope of Work pertains to the <u>MWA LOWER POPULAR E-HOUSE</u> <u>PROPOSAL project</u> only. Anything not specifically identified within this scope of work is excluded from this proposal. Additional engineering support and other services are available upon request and are not included in this proposal. <b>Documentation.</b> All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation		



C4	<ul> <li>Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding.</li> <li>In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship.</li> </ul>
	to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C5	<b>Customer or Site Specific Requirements.</b> This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C6	CUSTOMER acknowledges that all work areas are free from asbestos, hazardous waste or other pollutants. RA is not authorized for or capable of the detection, abatement, or working with asbestos, hazardous waste, or other pollutants.
C7	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards and regulations, for work at the site.
C8	<b>Rigging and Handling.</b> Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of the customer.
C9	<b>Equipment.</b> Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C10	<b>System and Performance and Design.</b> Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's description of work.
C11	<b>Hazardous Materials.</b> Rockwell Automation is not responsible for the removal or protection from hazardous materials.
C12	<b>Devices.</b> The customer represents that all existing field devices that are in use or that are to be reused are in good working order and will be repaired



		or replaced by the customer when required. Repair and/or replacement of		
		damaged field devices is not in Rockwell Automation's Statement of Work.		
C13		<b>Network Wiring.</b> Rockwell Automation is not responsible for the supply or		
		modification of network media and wiring between enclosures, buildings,		
		and process areas.		
C14		Optional Services. Extended warranties, spare parts, training, additional		
		engineering support and other services are available upon request and		
		are not included in this proposal.		
C15		Documented Change Request (DCR) Process. Changes to this scope		
		of work requested by Customer throughout the duration of the project will		
		be identified and communicated through project management at		
		Rockwell Automation. Estimates for the material costs, labor, and		
		schedule impacts will be prepared when a change in scope is identified.		
		Refer to the change provision of the Terms and Conditions of Sale		
		referenced in this Statement of Work.		
C16		Drawing Templates. Drawings are supplied on Rockwell Automation and		
		Vendor Title Blocks using RA and Vendor typical CAD Standards. This		
		includes our text styles, colors, layers, etc.		
C17		Layout, Weight, and Dimensional information is shown as a reference		
		only. This data is not to be used for construction purposes.		
C18		Customer-specified packing or marking may be subject to additional		
		charges not otherwise included in the price of the Products.		
C19		Rockwell Automation products are manufactured in multiple locations;		
		thus, Rockwell Automation reserves the right to determine manufacturing		
		and logistical considerations at time of order entry.		
C20		VFD Overload Capabilities. Normal Duty VFD units have an overload		
		capability of 110% for 60 seconds, 150% for 3 seconds. Heavy Duty VFD		
		units have an overload capability of 150% for 60 seconds, 200% for 3		
C21		Seconds.		
621		delivery at E. House manufacturer by no later than 2/21/25		
C22		5 Vear Warranty create a CSM Contract upon order entry and are		
022		managed though the CSM organization		
Item	Document	F-House Clarifications		
C23	Document	Rockwell Automation is not responsible for network wiring outside of the		
020		E-house(s) provided by Rockwell Automation		
C.24		Customer is responsible for provision of auxiliary power feed (480)/AC or		
021		other) to F-house(s) in scope of supply		
Item	Document	Low Voltage Motor Control Center Clarifications		
C25		The standard IntelliCENTER EtherNet/IP MCC design uses a star		
		topology for the IMC device connections and a linear topology for the		
		Stratix 5200 switch-to-switch connections. Alternatively, switch level ring		
		topology is available.		
C26		All LV MCCs provided are Intelligent LVMCCs, equipped with Ethernet/IP		
		Network.		
C27		Stratix 5200 switch Lite firmware with network adapter connection type		
		has been provided in each LV MCC based on Rockwell Automation's		
		optimized switch system of port allocation.		
C28		All control wire interconnection between sections to be supplied and		
		installed by others.		
Item	Document	General Exceptions		



E1	<b>Installation Services.</b> All demolition, installation and wiring requirements not included in this proposal. Rockwell Automation Installation Services can be offered upon request at an additional expense.
E2	Full time site assistance during installation.
E3	Prices exclude freight and storage unless otherwise specified.
E4	Prices exclude sales, use, excise, customs, value-added, or similar taxes unless otherwise specified.
E5	Prices exclude fees, bonds, permits, and inspections of electrical installation work.
E6	Hazardous materials mitigation.



# Bill of Materials (BOMs) / Technical Appendices



expanding human possibility^



F Factory Talk





# Appendix A: Program Management Project Services

Projects include Program Management and Project Engineering services. These project services include various meetings (Kick Off, Cadence, Technical, etc.), Status Reports, Schedule Updates, Issues Lists, Documentation Control, Acceptance Tests and Inspections. These will occur for the duration of the project until project close. Should the project duration be extended, additional costs may be incurred to maintain these project services.

\*\*Please see schedule of events outlined below.

Event		Location		Time Commitment	
Kick Off Meeting		PM: Remote	PE: Remote	2 hours/day	
Pro	ject Status Meetings	PM: Remote	PE: Remote	(1-2 hours) Monthly	
Pro	ject Status Reports	Provided via email		Provided Biweekly	
Sub	omittal Packaged Reviews	PM	PE	Provided as needed	
	Pre-submittal	Remote	Remote	1 Review(s)	
	Returned approvals	Remote	Remote	1 Review(s)	
	Record Drawings	Remote	Remote	1 Review(s)	
	As Built	Remote	Remote	1 Review(s)	

A **Kickoff Meeting** will likely be conducted within 1-2 weeks of the Purchase Order being received. This meeting will be conducted as a Conference Call or at the Customer premises and both the PM and PE will participate in this meeting. The Meeting agenda includes but is not limited to a review of:

- The Proposal and Purchase Order
- Technical Scope review
- Communication plan
- Roles and responsibilities.
- Schedule

The duration of the Customer Kick Off Meeting is listed above. The PM will provide Meeting Minutes.

**Project Status Meetings** will be conducted on a recurring basis and the frequency may be adjusted as required. This meeting will be conducted as a Conference Call or at the Supplier premises with participation from the PM and PE. The Project Status Update will consist of a Schedule and Issue List Review. The Status Meeting is an opportunity to address any technical matters. The PM will be responsible for documenting and issuing the Meeting Minutes.

**Project Status Reports including Project Schedule Updates** will be provided. These reports will be in Rockwell Automation standard formats unless otherwise specified.

**Submittal Package Reviews** will be conducted by the Rockwell Automation Project Engineer (PE) for all packages being supplied on the project. The number of reviews is defined in table above. Additional reviews may incur additional cost. The Engineering and Approval Drawing Review meetings will be



conducted as a Conference Call or at the Supplier/Customer premises and the PM and PE will participate in these meetings as well as the Project Manager and Engineers from the suppliers as required. The Rockwell Automation PM/PE will be responsible for issuing the meeting minutes. These meetings will be provided during the engineering and approval phases of the project.

Documentation Control will be conducted by the Rockwell Automation PM/PE or RA Documentation Controller. The documentation provided will be Rockwell Automation Standard unless otherwise specified.

Factory Acceptance Tests will be conducted at equipment manufacturing facilities (not including building) if purchased. The PM/PE will attend if requested by the customer at an additional cost. FAT trips and days included for each equipment type is provided in the table below.

Equipment Type	Trips and Days included
LV MCCs	None

Building Inspections (visual only) will be conducted by the PM/PE. 2 building(s) will be visually inspected requiring 2 trip(s). (Customer attendance is highly recommended).

All Goods furnished in this proposal that are installed in E-house(s) will be available for Customer's inspection and approval prior to shipping at E-house vendor's facility in conjunction with an Inspection. Buyer will provide notice of rejection of non-conforming Goods following Inspection and prior to shipment. E-house vendor shall have the opportunity to correct any mutually agreed non-conformance. Acceptance of Goods shall occur following Inspection or, in the event Customer does not conduct Inspection, then acceptance shall occur when goods are made available for shipment at E-house vendor's facility.



# Appendix B:Building A

# Estimate Standards and Area Classifications

Interstates has utilized the following standards to prepare this proposal. The owner will ultimately set the area classifications of the facility.

- 1. 2020 NEC requirements
- 2. IBC and ASCE codes for the State where the building is to be installed.

3. EMT Conduit w/compression fittings - NEMA 1 - Control rooms, electric rooms, office areas, and other non-process areas that are conditioned with HVAC units

- 4. Cable Tray Aluminum ladder (24" X 6" with 9" rung spacing)
- 5. Copper Stranded Wire THHN, XHHW, and 5kV CU EPR/PVC Shield 133%

# Warranty notes

The price includes the cost to repair or replace panelboards that fail in materials or workmanship within specified warranty period shown below.

Product Warranty: 12 months after acceptance of construction or 18 months after delivery.

Extended Warranty Items	Length of Warranty	
SPDs in Panelboards	5 Years	
Emergency lighting/batteries	10 Years	
LV MCC (5 Years from Shipment- Parts Only)	5 Years	

# **Schedule Projections**

To meet the schedule, timely decisions and discussions are necessary. Interstates cannot be held liable for delays that have been created or caused by others. Our pricing is based on the following schedule. Interstates will work with Rockwell to determine the final shipping/delivery schedule.

ltem/Task	Date / Lead Time	
Leadtime for Approval Drawings	8 weeks	
Equipment Leadtime (Interstates scope)	16 weeks	
	12 weeks after receipt of all	
Ship E-House	electrical equipment	
As-Built Drawings Sent to Buyer	Within 4 weeks of shipping	

# **Enclosure Design Parameters**

- 1. Wind Load: Per IBC requirements
- 2. Roof Load: Per IBC requirements
- 3. Floor Live Load: 250 PSF and 1,200 lbs. concentrated load
- 4. Seismic Zone: Per local code
- 5. Engineered State: GA, PE Stamp (Structural): Yes

# **Structural Drawing Package**

- 1. Layout of building, including floor, and interior and exterior wall views.
- 2. Structural construction drawings, and materials, including base frame/floor, walls, roof, and powder coating.
- 3. Identification or R-values for ceiling, floor, and walls.
- 4. Stamped PE Structural Drawings per state requirements.

# **Electrical Engineering Scope of Work**

Interstates' price is based on a design-build package to produce the design documents required for construction. When required, all drawings will be signed and sealed by a professional engineer licensed in the applicable jurisdiction. Interstates has included the following:



- 1. Project Coordination
  - a. Discussions with the owner on design criteria and decisions.
  - b. Shop drawing review for electrical equipment purchase.
  - c. Vendor drawing review for compatibility with electrical system and PDC designed layout.
- Drawing Package 2.

Interstates' price includes a drawing package containing the following drawings.

- a. Drawing Index
- b. General Information Abbreviations and Designation Drawings
- c. Electrical Equipment List
- d. Power One-line Drawing showing interconnection wiring for the equipment within the PDC.
- e. Panelboard Schedule with Circuit Loading
- Grounding Planviews and Details f.
- Electrical Distribution Drawings for conduit and cable tray (including power & control) q.
- h. Facility (Systems/Lighting) Drawings
  - Lighting and convenience receptacle design for the new construction i.
  - ii. This includes the fixture schedule
  - iii. Outdoor perimeter building lighting and receptacles are included
- Electric Room Detail i.
  - Electric room drawings for the new electric room. This drawing will show electrical equipment with proper i. clearances required.
  - **Electrical Equipment Bill of Material** 
    - i. Panelboards
    - **Dry-Type Transformers** ii.
    - Fire Alarm Control Panels iii.
    - iv **HVAC Control Panels**

# 3. Deliverables

j.

Interstates' deliverables will be issued when required as follows:

(For each review set, the client will be allowed one revision opportunity.)

- a. Issue for Review/ Approval Electronic PDFs will be submitted as required by the manufacturing schedule.
- Issue for Manufacturing Electronic PDFs will be submitted as required by the manufacturing schedule. b.
- Issue for Record Electronic PDFs and AutoCAD, REVIT files will be submitted at the project's completion. The design C. package will incorporate the production red lines.

#### 4. Clarifications

2.

Interstates will provide one set of electrical drawings that applies to both PDC's since they are an exact replica of each other. If individual drawings sets are required for each E-House, this can be provided for an additional fee.

# Housing Items Included

- 1. Two (2) E-House's The overall finished size of each is 14' W x 26' L x 12'10" H
  - a. Empty building weight 54,200 lbs. each.
  - b. Ceiling height of 10'
  - Modular Construction with the following construction and materials.
  - Steel Grade: ASTM A653 or ASTM A36 (C8 and C12) on perimeter channels a.
  - Base frame will be constructed of structural channels with formed channel joists b.
  - Base structural steel will be sandblasted C.
  - Base floor will be 1/4" steel plate (H.R., P&O) with anti-skid coating d.
  - e. Bottom side of the floor will have G90 20 GA rodent barrier
  - f. Exterior walls will be 12 gauge galvannealed interlocking self-framing panels
  - Gable style roof will have 1:12 slope g.



- h. Roof will be 14 gauge galvannealed standing rib panels, ice dam resistant
- Interior ceiling will be 16 gauge galvannealed overlapping panels i.
- Interior walls will be 16 gauge galvannealed overlapping panels j.
- k. Removeable lifting lugs on perimeter floor frame
- Ι. Stainless ground plates at corners (copper is optional)
- m. Cutouts in walls and floors as required.
- n. All seams caulked with 50-year sealant, color to match the enclosure
- 3. Doors:
  - a. Door will be 3" thick, 12-gauge galvanneal
  - b. Interior will be aluminum skin with R15 (3" rigid) insulation
  - c. Door accessories include panel hardware, weather strip, threshold, stainless-steel pins
  - d. Steel hinges and door rod
  - Vandal-resistant bolt on stainless steel hinges with grease fittings and stainless-steel pins e.
  - Heavy duty three-point locking system with interior latching push bar and exterior handle with deadbolt locking f. mechanism with removable core
  - Door sweep g.
  - h. Drip shield
  - i. Factory frame (3" galvannealed steel) 4' Header/8' Hinge Jamb/8' Strike Jamb
  - Double Equipment Door (6080) j.
  - k. Personnel Door (3070)
  - Window Kits as required Ι.
  - m. Removable Transoms above doors as required
- Powder Coat: 4
  - a. Powder coat system is a four-step process, including Phosphoric acid wash, drying oven, powder coat, and baking oven
    - i. Exterior roof and walls are powder coated 2-6 mils, color
    - ii. Interior ceiling and walls are powder coated 2-6 mils, color
    - iii. Base coat consists of 2-6 mils of zinc-rich primer

# **Electrical Items Included (Per Building)**

- 1. Equipment provided by Rockwell and installed by Interstates
  - a. Qty. 1 LV MCC -MCC-IPSA (140"W x 15"D X 91"H)
- 2. Equipment provided by Others and installed by Interstates
  - a. Qty. 1 LV VFD1 PF755-VFD1 P-1 (71"W x 25.5"D X 91"H)
  - b. Qty. 1 LV VFD2 PF755-VFD2 P-2 (71"W x 25.5"D X 91"H)
  - c. Qty. 1 LV VFD3 PF755-VFD3 P-3 (64"W x 24"D X 87"H)
  - d. Qty. 1 Scada Panel-RTU-1 (48"W x 24"D x 75"H)
  - e. Qty. 1 Motor Protection Panel -MAS 801 (24"W x 12"D x 24"H)
- 2. Equipment provided by Interstates and installed by Interstates 3.
  - a. Qty. 1 Fire Alarm Control Panel
  - b. Qty. 1 75KVA, 480-208/120V Lighting Transformer
  - c. Qty. 1 225A, 208/120V, 30 CKT Lighting Distribution Panel
  - d. Qty. 1 120VAC Lighting Contactor (TBD)
  - e. Qty. 2 7.5-Ton Wall Mount HVAC Units in the Main Electric Room (To be mounted and terminated on site by Contractor)
  - Qty. 1 HVAC Controllers with Ethernet Capability f.
- 4. Groundina:
  - a. Interstates has included grounding to all electrical equipment within the E-House.
- 5. Raceway:
  - a. Conduit and Cable Tray as needed
- 6. Lighting, Receptacles, & Switches:
  - a. Qty. 6 4' LED lights wired to light switches

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- b. Qtv. 2 3-way light switches
- c. Qty. 2 120V Duplex GFCI receptacles
- d. Qty. 2 120V Outdoor convenience receptacle
- e. Qty. 2 LED Combo Exit and Emergency Dual-Head lights with battery backup
- f. Qty. 2 - Exterior LED lights with photocell pre-mounted and wired, located above access doors
- Fire Alarm: 7.
  - a. Qtv. 1 Smoke detectors
  - b. Qtv. 1 Fire alarm strobes
  - c. Qty. 2 Fire extinguisher Type ABC
  - d. Qty. 2 Pull Stations
- 8. Qty. 20 Control terminations
- 9. Qty. 10 Network terminations

# Exclusions

The following items are not included in Interstates price:

- 1. Field installation of E-House
- 2. Connections of field cables entering the E-House
- 3. Electrical System Study, including Arc Flash, Short Circuit, Breaker Coordination, and Labels (Interstates can provide a quote for this if desired.)
- 4. Wireless networks
- 5. Special coatings
- 6. Security systems
- 7. Software programming
- 8. Gutters
- 9. Cable Tray running underneath the E-House
- 10. On-site installation, commissioning, or start-up (Interstates will provide a representative for oversight and consultation.)
- 11. Onsite/Field testing
- 12. Medium voltage electrical testing
- 13. Training
- 14. Fire suppression
- 15. Desks or workstations
- 16. Spare parts or materials (This can be provided upon award for an additional cost.)
- 17. Permitting for site installation

# Clarifications

- 1. The E-House and the equipment contained within it have not been provided without provisions for hazardous ratings.
- 2. Interstates has not included travel costs associated with FAT testing or inspection for the client. We assume this will be limited to three days and travel expenses will not be covered by Interstates.
- 3. Interstates has not included costs for modifications after the final inspection is completed.
- 4. The owner, or a representative appointed by the owner, will be responsible for taking delivery of the E-House upon arrival, offloading it, and installing it on-site.
- 5. Any wiring inside of the E-House will be installed in EMT conduit

# **Payment Terms**

Terms are Net 30 days, and all payments shall be made via electronic transfer.

10% due at acceptance of PO

20% due at submittal of approval drawings

30% due at release to manufacturing

30% due at receipt of major equipment at E-House/PDC fabrication site

10% due at notification of E-House/PDC readiness to ship, not to exceed 30 days after shipment



# Indoor Storage (i.e. equipment storage)

- 1. Up to 30 days no charge
- 2. Beyond 30 days (Max of 6 months) \$10/square foot, billed monthly, Due Net 30
- 3. Interstates assumes the GC/Owner will provide builders' risk insurance with coverage for offsite / temp storage / transit coverage, covering the stored equipment provided under this proposal.

# **Outdoor Storage**

- 1. Up to 30 days no charge
- 2. Beyond 30 days (Max of 6 months) \$7/square foot, billed monthly, Due Net 30
- 3. Interstates assumes the GC/Owner will provide builders' risk insurance with coverage for offsite / temp storage / transit coverage, covering the stored equipment provided under this proposal.

# **Cancellation Schedule**

- 1. Order Entry 10% Due Net 10
- 2. Material Procurement 20% Due Net 10
- 3. Drawings Issued for Approval 30% Due Net 10
- 4. Released for Manufacturing 50% Due Net 10
- 5. Fabrication of Structure 60% Due Net 10
- 6. Equipment Installation 80% Due Net 10
- 7. Test and Inspection 90% Due Net 10
- 8. Manufacturing and Testing Complete/Ready for Shipment 100% Due Net 10

# **Commercial Considerations**

- 1. Interstates has included manufacturing and assembly costs based on the project's schedule.
- 2. The market is experiencing material price fluctuations & supply chain disruptions that may impact the price, availability, and/or delivery timeframes during the project. Such delays and price fluctuations are not foreseeable or predictable as they can develop quickly, change over time, and are outside our reasonable control.
- 3. Material costs are based on current pricing. We reserve the right to adjust our pricing prior to accepting a contract or a purchase order if received after the expiration date of this proposal.





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# LAYOUT (Iso View)



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# B.1 Low Voltage Motor Control Centers





# B.1.1 MCC-IPSA

# **Basic Structure Information**

Project Name:	Starnet Tech Macon Water Auth MCCs	Salesperson:	Billy Karaffa	
Project Item:	Macon Water Authority MCC IPSA	Created By:	Billy Karaffa	
Project ID #:	5330651/7	Date/Time:	07/03/24 - 17:15	

### **Motor Control Center Details**

This MCC(s) was developed using an available fault current of 50,001 to 65,000 A. MCC configuration & pricing subject to change, if actual Available Fault Current differs.

### **Motor Control Center Details**

Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral Voltage: 480 Volts / 60 Hertz Available Fault Current: 50,001 to 65,000 A Master Nameplate: 2 Line(s) Unit Nameplate Type: Acrylic - White letters on black - Stainless Steel Screws Wiring Type: B-T Control and Power Terminal Blocks Wiring Diagram Location: Central location Arc Resistant MCC: No IntelliCENTER Network: Ethernet IMC Device Firmware: Upgraded to latest available version (saves up to 1 hour of customer configuration time per section)

**Incoming Line Details** 

MCC Connection Type: Main Circuit Breaker Incoming Line Cable Entry: Bottom Mounted

### **Bus Details**

Main Bus Rating: 1600A Main Bus Material: Copper / Silver Plated Main Bus Bracing: 65kA (rms symmetrical) Insulated Bus: None Selected Horizontal Ground Bus Size: 1/4" X 1" Horizontal Ground Bus Plating: Tin plated Copper Horizontal Ground Bus Location: Bottom Vertical Ground Bus Type: Unit Load Copper and Plug-in Copper Incoming Ground Lug Size: #6 AWG - 250 kcmil (2 Supplied as Standard) Incoming Ground Cable Size: None Selected

#### Enclosure Details

Enclosure Type: 12 - Fully Gasketed with Bottom Plates NEMA 3R/4 Lifting Angle: No Section Depth: Front Mounted, 15" Deep Section Height: 90" High Stab Opening Protection: Automatic Shutters Isolation Barriers: Yes Wireway Tie Bar: Yes

Total Shipping Block(s): 5 Total Section(s): 7 Total Unit(s): 27

### **Ethernet Network Information**

Full Ethernet Network Information can be found on the One-Line Diagram associated with this project item. This drawing can be obtained by requesting Pre-order drawings through PowerControl Builder.

### Section Modifications (Qty/Mods)

#### MCC Level Mods:

FT CMOD for Silver Plating on Power Bus

Section Number	Section Width (inches)	<b>Options/Modifications</b>
1	20"	N/A
2	20"	N/A
3	20"	N/A



4	20"	N/A
5	20"	N/A
6	20"	N/A
7	20"	N/A



# **Unit Description Summary**

Project Name:	Starnet Tech Macon Water Auth MCCs	Salesperson:	Billy Karaffa
Project Item:	Macon Water Authority MCC IPSA	Created By:	Billy Karaffa
Project ID #:	5330651/7	Date/Time:	07/03/24 - 17:15

### **General Information**

Line Voltage / Frequency:	480 Volts / 60 Hertz
Power System Configuration:	Wye, 3-phase, 3-wire with solidly grounded neutral
Class I Wiring Type:	B-T Control and Power Terminal Blocks
NEMA Enclosure Type:	12 - Fully Gasketed with Bottom Plates
Available Fault Current:	50,001 to 65,000 A
Unit Nameplate Type:	Acrylic - White letters on black - Stainless Steel Screws
Delivery Program:	FT1

#### **Unit Information**

Description	Unit Features
Unit ID: 1 Del Prog: FT1 Unit Loc: 01F Qty: 1 MCB - Main Circuit Breaker	Catalog Number: 2193MB-GJC-56TNMG-80D500-201-760-790A Total Space Factor = 3.5 Circuit Breaker: Electronic (LSIG) - Maint. Mode, 65kA at 480V (1200) with Frame Rating of 1200A (N6I Frame) w/ Maintenance Mode, Bottom Mounted, 1200A Trip, with Internal Ground Fault Protection Lugs Supplied: Screw type mech.,CU/AL wire, 500 kcmil Size Wire, 4 Cables per Phase
1200A	Provision For Key Interlock (-201) 24V Power Supply for N- & R-Frame LSIG-MM (-760) 1 Aux & 1 Alarm: Internal CB (-790A)
	Engineered Spec(s)/Modification(s) (1) WARNING ONLY - Key Interlock NOT included. Need to add either CMOD 2321 (G-N Frame, or fusible disconnect) or 2805 (R Frame), if key interlock is required. (1) Engineered Modification and/or Custom Diagram (1) Key Interlock - Frame G-N or Fusible Disconnect (-201 option not included), Superior key interlock #S105810Y, Type B-4003-1 (bolt flush when withdrawn) or Kirk key interlock #KFL000010
Unit ID: 2 Del Prog: FT1 Unit Loc: 02F Qty: 1 MCB - Main Circuit Breaker	Catalog Number: 2193MB-GJC-56TNMG-80D500-201-760-790A Total Space Factor = 3.5 Circuit Breaker: Electronic (LSIG) - Maint. Mode, 65kA at 480V (1200) with Frame Rating of 1200A (N6I Frame) w/ Maintenance Mode, Bottom Mounted, 1200A Trip, with Internal Ground Fault Protection Lugs Supplied: Screw type mech., CU/AL wire, 500 kcmil Size Wire, 4 Cables per Phase
<u>Rating</u> 1200A	Features Included Provision For Key Interlock (-201) 24V Power Supply for N- & R-Frame LSIG-MM (-760) 1 Aux & 1 Alarm: Internal CB (-790A)
	Engineered Spec(s)/Modification(s) (1) Engineered Modification and/or Custom Diagram (1) WARNING ONLY - Key Interlock NOT included. Need to add either CMOD 2321 (G-N Frame, or fusible disconnect) or 2805 (R Frame), if key interlock is required. (1) Key Interlock - Frame G-N or Fusible Disconnect (-201 option not included), Superior key interlock #S105810Y, Type B-4003-1 (bolt flush when withdrawn) or Kirk key interlock #KFL000010



Unit ID: 3 Del Prog: SCII Unit Loc: 01C, 02C Qty: 2 METR - Metering Unit	Catalog Number: 2190-CJB-56M-79UT-86W50CXB-750-751S Total Space Factor = 1.5 Metering Type: Bul 1426-M5 PM 5000 Standard Ammeter Scale 1200
	Features Included Unit Grd Stab Tin Plated Cu (-79UT) #14 AWG MTW (TEW) Cu (Tinned) (-750) Sleeve Type Markers (-751S)
Unit ID: 4 Del Prog: SCII Unit Loc: 01B Qty: 1 SPD - Surge Protective Device Unit	Catalog Number: 2100-SPJB-1-79UT-751S Total Space Factor = 0.5 Surge Protector Type: Wye w/solidly grd neut, 3-wire
<u>Wiring Diagram</u> 10007491492	<u>Features Included</u> Unit Grd Stab Tin Plated Cu (-79UT) Sleeve Type Markers (-751S)
Unit ID: 5 Del Prog: SCII Unit Loc: 04G Qty: 1 ENPS - Ethernet Power Supply Unit Rating	Catalog Number: 2100-EPS8JBH-30TGM-79UT-751S Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (15A Trip) Disconnect Type = Circuit Breaker Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, V/60Hz Control Wiring: #16 AWG MTW(TEW) Cu
125A <u>Wiring Diagram</u> 10007930735	<u>Features Included</u> Unit Grd Stab Tin Plated Cu (-79UT) Sleeve Type Markers (-751S)
Unit ID: 6 Del Prog: PEII Unit Loc: 03F, 05F Qty: 2 FCB - Feeder Circuit Breaker	Catalog Number: 2193FB-GJC-52TNMG-98-99 Total Space Factor = 3.5 Circuit Breaker: Electronic (LSIG) - Maint. Mode, 65kA at 480V (600) with Frame Rating of 1200A (N6I Frame) w/ Maintenance Mode, Frame-Mounted (fixed) Unit, 600A Trip, with Internal Ground Fault Protection
Rating 600A	Lugs Supplied: Std Mech/Lug Pads, 500 kcmil Size Wire, 4 Cables per Phase
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
Unit ID: 7 Del Prog: SCII Unit Loc: 06C, 06E, 06J Qty: 3 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AJB-36TGM-79LT-79UT-98-99 Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (60) with Frame Rating of 125A (G6C Frame), Plug- In Unit, 60A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
Rating 60A <u>Wiring Diagram</u> 10002510583	Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) 1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit ID: 8 Del Prog: SCII Unit Loc: 03A Otv: 1	Catalog Number: 2193F-CJC-42TJM-79LT-79UT-98-99 Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (150) with Frame Rating of 250A (.I6 Frame) Plug-In
FCB - Feeder Circuit Breaker	Unit, 150A Trip Lugs Supplied: Std Mech/Lug Pads, 250 kcmil Size Wire, 1 Cables per Phase
<u>Rating</u> 150A	<u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	Unit Grd Stab Tin Plated Cu (-79UT) 1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
Unit ID: 9 Del Prog: PEII Unit Loc: 03D, 04C, 04E, 05D, 06G Otv: 5	Catalog Number: 2113B-BDB-6P-7FE3EDCN3CR-18A-39TGA-79LT-79UT-91-90000-750-751S- 790A Size NEMA Size 1
FVNR - Full Voltage Non-Reversing Starter w/CB	Total Space Factor = 1 Wiring: NEMA Type B wiring
Rating 5 HP	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip) Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz Control Wiring: #14 AWG MTW (TEW) Cu (Tinned)
Overload Relay(s) E300 Comm Based Overload (7FE3) E300 Communication Option = EtherNet/IP E300 Voltage Code = 120V AC E300 Control Module = Control Only E300 Sensing Module = 0.5-30A Current Only E300 Operator Station = Electronic Reset E300 Expansion Module = Not Available Motor RPM = 1800 Motor Full Load Current (FLC) = 6.88 Motor Service Factor = 1.15	Features Included         Std Capacity Control Power Transformer W/Primary Fuses (-6P)         Programmed Control Relay Contact (-18A)         Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Grd Stab Tin Plated Cu (-79UT)         1 NC on Starter (-91)         4 NO on Starter (-90000)         #14 AWG MTW (TEW) Cu (Tinned) (-750)         Sleeve Type Markers (-751S)         1 Aux & 1 Alarm: Internal CB (-790A)
Unit ID: 10 Del Prog: PEII Unit Loc: 04A	Catalog Number: 2100-ESW5210J-T10BAP-751S Total Space Factor = 1
<b>Qty: 1</b> ENSW - Stratix 5200 10-Port	Base Stratux 5200 Firmware No Additional Options Power Adapters (w/Unit Mtg)
<u>Wiring Diagram</u> 10007707817	<u>Features Included</u> Sleeve Type Markers (-751S)
Unit ID: 11 Del Prog: SCII Unit Loc: 07A Qty: 1	Catalog Number: 2100-EJC1X1D Total Space Factor = 6 Disconnect Type = No Disconnect Means
PLAI - Full Sect Blank Mtg Plate w/ or w/o Disc	Required Section Width 20" Wide Working Depth 8.5" Deep
0A	
<u>Wiring Diagram</u> 10002477065	
Unit ID: 12 Del Prog: SCII Unit Loc: 01A, 04J, 05A Otv: 3	Catalog Number: 2100-BJ05 Total Space Factor = 0.5
DOOR - Blank Unit Door	

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Unit ID: 13 Del Prog: SCII Unit Loc: 04K Qty: 1 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-CJC-43TJM-79LT-79UT-98-99 Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (175) with Frame Rating of 250A (J6 Frame), Plug-In Unit, 175A Trip Lugs Supplied: Std Mech/Lug Pads, 250 kcmil Size Wire, 1 Cables per Phase
<u>Rating</u> 175A <u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	<u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) 1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
Unit ID: 14 Del Prog: SCII Unit Loc: 02A, 05B, 06A, 06L Qty: 4 DOOR - Blank Unit Door	Catalog Number: 2100-BJ10 Total Space Factor = 1



# Unit Details - Starnet Tech Macon Water Auth MCCs

 Master Nameplate Type:
 2-line Master Nameplate

 <MCC IPSA> <>

 Unit Nameplate Type:
 Acrylic - White letters on black (4 lines)

Location	Туре	HP	KW	Rating	Nameplate L1	Nameplate L2	Nameplate L3	Nameplate L4	Switch Location	IP/Subnet Address	Dual IP Address	Switch Port	Dual Switch Port
1A	DOOR	0	0	0									
1B	SPD	0	0	0	SURGE PROTECTOR								
1C	METR	0	0	0	POWER MONITOR								
1F	MCB	0	0	1200	PRIMARY	MAIN BREAKER							
2A	DOOR	0	0	0									
2C	METR	0	0	0	POWER MONITOR								
2F	MCB	0	0	1200	BACKUP	MAIN BREAKER							
3A	FCB	0	0	150	DP-1	DISTRUBUTION PANEL DP1	CANOPY AREA						
3D	FVNR	5	0	125.0	EF-3	EXHAUST FAN 3	WET WELL		04A-R	192.168.1.2 255.255.255.0		03	
3F	FCB	0	0	600	F-1	PUMP P-1 VFD	WET WELL						
4C	FVNR	5	0	125.0	AIR KNIFE 0815	BCONV 0815 AIR KNIFE	SCREEN AREA		04A-R	192.168.1.3 255.255.255.0		04	
4E	FVNR	5	0	125.0	EF-10	EXHAUST FAN 10	CANOPY AREA		04A-R	192.168.1.4 255.255.255.0		05	



4G	ENPS	0	0	30	ETHERNET	POWER SUPPLY					
4J	DOOR	0	0	0							
4K	FCB	0	0	175	F-3	PUMP P-3 VFD	WET WELL				
5A	DOOR	0	0	0							
5B	DOOR	0	0	0							
5D	FVNR	5	0	125.0	SPARE	5HP STARTER		04A-R	192.168.1.5 255.255.255.0	06	
5F	FCB	0	0	600	F-2	PUMP P-2 VFD	WET WELL				
6A	DOOR	0	0	0							
6C	FCB	0	0	60	AC-2	AC UNIT 2	ELECTRICAL BLDG A				
6E	FCB	0	0	60	AC-1	AC UNIT 1	ELECTRICAL BLDG A				
6G	FVNR	5	0	125.0	EF-9	EXHAUST FAN 9	CANOPY AREA	04A-R	192.168.1.6 255.255.255.0	07	
6J	FCB	0	0	60	MPZ-1	MPZ-1 (480/208/120V)	ELECTRICAL BLDG A				
6L	DOOR	0	0	0							
7A	PLAT	0	0	0							
4A	ENSW	0	0	0				4A-R	192.168.1.1 255.255.255.0		

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# **Ethernet Switch Port Capacity**

Uplink	Switch group	Section	Consumed S	Switch Ports	Available Switch Ports
		1	0		
		2	0		
		3	1		
1	1	4	2	5	3
		5	1		
		6	1		
		7	0		



# Front Elevation

 Project Name:
 Starnet Tech Macon Water Auth MCCs

 Project Item:
 Macon Water Authority MCC IPSA

 Project ID #:
 5330651/7

Salesperson: Billy Karaffa Created By: Billy Karaffa Date/Time: 07/03/24 - 17:15

Rockwell Automation/Allen-Bradley PowerControl Builder Lineup



NOTE: Dimensions are subject to change after design review. ENCLOSURE: NEMA Type 12 (Fully Gasketed with Bottom Closing Plates)

> Estimated Heat Loss: 2454 watts. BTU/hr. Required: 8373 Air Conditioning Tons: 0.70 Estimated Weight: 3500 lbs. (1588 kg) Heat loss values are for estimating purposes only.



# Appendix C:Building B

# Estimate Standards and Area Classifications

Interstates has utilized the following standards to prepare this proposal. The owner will ultimately set the area classifications of the facility.

- 1. 2020 NEC requirements
- 2. IBC and ASCE codes for the State where the building is to be installed.

3. EMT Conduit w/compression fittings - NEMA 1 - Control rooms, electric rooms, office areas, and other non-process areas that are conditioned with HVAC units

- 4. Cable Tray Aluminum ladder (24" X 6" with 9" rung spacing)
- 5. Copper Stranded Wire THHN, XHHW, and 5kV CU EPR/PVC Shield 133%

# Warranty notes

The price includes the cost to repair or replace panelboards that fail in materials or workmanship within specified warranty period shown below.

Product Warranty: 12 months after acceptance of construction or 18 months after delivery.

Extended Warranty Items	Length of Warranty
SPDs in Panelboards	5 Years
Emergency lighting/batteries	10 Years
LV MCC (5 Years from Shipment- Parts Only)	5 Years

# **Schedule Projections**

To meet the schedule, timely decisions and discussions are necessary. Interstates cannot be held liable for delays that have been created or caused by others. Our pricing is based on the following schedule. Interstates will work with Rockwell to determine the final shipping/delivery schedule.

Item/Task	Date / Lead Time
Leadtime for Approval Drawings	8 weeks
Equipment Leadtime (Interstates scope)	16 weeks
	12 weeks after receipt of all
Ship E-House	electrical equipment
As-Built Drawings Sent to Buyer	Within 4 weeks of shipping

# **Enclosure Design Parameters**

- 6. Wind Load: Per IBC requirements
- 7. Roof Load: Per IBC requirements
- 8. Floor Live Load: 250 PSF and 1,200 lbs. concentrated load
- 9. Seismic Zone: Per local code
- 10. Engineered State: GA, PE Stamp (Structural): Yes

# **Structural Drawing Package**

- 5. Layout of building, including floor, and interior and exterior wall views.
- 6. Structural construction drawings, and materials, including base frame/floor, walls, roof, and powder coating.
- 7. Identification or R-values for ceiling, floor, and walls.
- 8. Stamped PE Structural Drawings per state requirements.

# **Electrical Engineering Scope of Work**

Interstates' price is based on a design-build package to produce the design documents required for construction. When required, all drawings will be signed and sealed by a professional engineer licensed in the applicable jurisdiction. Interstates has included the following:



- 5. Project Coordination
  - d. Discussions with the owner on design criteria and decisions.
  - e. Shop drawing review for electrical equipment purchase.
  - f. Vendor drawing review for compatibility with electrical system and PDC designed layout.
- Drawing Package 6.

Interstates' price includes a drawing package containing the following drawings.

- k. Drawing Index
- General Information Abbreviations and Designation Drawings Ι.
- m. Electrical Equipment List
- n. Power One-line Drawing showing interconnection wiring for the equipment within the PDC.
- o. Panelboard Schedule with Circuit Loading
- Grounding Planviews and Details p.
- Electrical Distribution Drawings for conduit and cable tray (including power & control) q.
- Facility (Systems/Lighting) Drawings r
  - Lighting and convenience receptacle design for the new construction iv.
  - ٧. This includes the fixture schedule
  - vi. Outdoor perimeter building lighting and receptacles are included
- Electric Room Detail S
  - ii. Electric room drawings for the new electric room. This drawing will show electrical equipment with proper clearances required.
  - **Electrical Equipment Bill of Material** 
    - Panelboards ۷.
    - **Dry-Type Transformers** vi.
    - Fire Alarm Control Panels vii.
    - viii. **HVAC Control Panels**

# 7. Deliverables

t.

Interstates' deliverables will be issued when required as follows:

(For each review set, the client will be allowed one revision opportunity.)

- d. Issue for Review/ Approval Electronic PDFs will be submitted as required by the manufacturing schedule.
- Issue for Manufacturing Electronic PDFs will be submitted as required by the manufacturing schedule. e.
- Issue for Record Electronic PDFs and AutoCAD, REVIT files will be submitted at the project's completion. The design f. package will incorporate the production red lines.

#### 8. Clarifications

6.

Interstates will provide one set of electrical drawings that applies to both PDC's since they are an exact replica of each other. If individual drawings sets are required for each E-House, this can be provided for an additional fee.

# Housing Items Included

- Two (2) E-House's The overall finished size of each is 14' W x 26' L x 12'10" H 5.
  - a. Empty building weight 54,200 lbs. each.
  - b. Ceiling height of 10'
  - Modular Construction with the following construction and materials.
  - Steel Grade: ASTM A653 or ASTM A36 (C8 and C12) on perimeter channels a.
  - Base frame will be constructed of structural channels with formed channel joists b.
  - Base structural steel will be sandblasted C.
  - Base floor will be 1/4" steel plate (H.R., P&O) with anti-skid coating d.
  - e. Bottom side of the floor will have G90 20 GA rodent barrier
  - f. Exterior walls will be 12 gauge galvannealed interlocking self-framing panels
  - Gable style roof will have 1:12 slope g.

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- h. Roof will be 14 gauge galvannealed standing rib panels, ice dam resistant
- Interior ceiling will be 16 gauge galvannealed overlapping panels i.
- Interior walls will be 16 gauge galvannealed overlapping panels j.
- k. Removeable lifting lugs on perimeter floor frame
- Ι. Stainless ground plates at corners (copper is optional)
- m. Cutouts in walls and floors as required.
- n. All seams caulked with 50-year sealant, color to match the enclosure

#### 7. Doors:

- a. Door will be 3" thick, 12-gauge galvanneal
- b. Interior will be aluminum skin with R15 (3" rigid) insulation
- c. Door accessories include panel hardware, weather strip, threshold, stainless-steel pins
- d. Steel hinges and door rod
- Vandal-resistant bolt on stainless steel hinges with grease fittings and stainless-steel pins e.
- Heavy duty three-point locking system with interior latching push bar and exterior handle with deadbolt locking f. mechanism with removable core
- Door sweep g.
- h. Drip shield
- i. Factory frame (3" galvannealed steel) 4' Header/8' Hinge Jamb/8' Strike Jamb
- Double Equipment Door (6080) j.
- k. Personnel Door (3070)
- Window Kits as required Ι.
- m. Removable Transoms above doors as required
- Powder Coat: 8
  - a. Powder coat system is a four-step process, including Phosphoric acid wash, drying oven, powder coat, and baking oven
    - i. Exterior roof and walls are powder coated 2-6 mils, color
    - ii. Interior ceiling and walls are powder coated 2-6 mils, color
    - iii. Base coat consists of 2-6 mils of zinc-rich primer

# **Electrical Items Included (Per Building)**

- 10. Equipment provided by Rockwell and installed by Interstates
  - a. Qty. 1 LV MCC -MCC-IPSA (140"W x 15"D X 91"H)
- 11. Equipment provided by Others and installed by Interstates
  - a. Qty. 1 LV VFD1 PF755-VFD1 P-1 (71"W x 25.5"D X 91"H)
  - b. Qty. 1 LV VFD2 PF755-VFD2 P-2 (71"W x 25.5"D X 91"H)
  - c. Qty. 1 LV VFD3 PF755-VFD3 P-3 (64"W x 24"D X 87"H)
  - d. Qty. 1 Scada Panel-RTU-1 (48"W x 24"D x 75"H)
  - e. Qty. 1 Motor Protection Panel -MAS 801 (24"W x 12"D x 24"H)
- 12. 2. Equipment provided by Interstates and installed by Interstates
  - a. Qty. 1 Fire Alarm Control Panel
  - b. Qty. 1 75KVA, 480-208/120V Lighting Transformer
  - c. Qty. 1 225A, 208/120V, 30 CKT Lighting Distribution Panel
  - d. Qty. 1 120VAC Lighting Contactor (TBD)
  - e. Qty. 2 7.5-Ton Wall Mount HVAC Units in the Main Electric Room (To be mounted and terminated on site by Contractor)
  - Qty. 1 HVAC Controllers with Ethernet Capability f.
- 13. Groundina:
  - a. Interstates has included grounding to all electrical equipment within the E-House.
- 14. Raceway:
  - a. Conduit and Cable Tray as needed
- 15. Lighting, Receptacles, & Switches:
  - a. Qty. 6 4' LED lights wired to light switches

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- b. Qtv. 2 3-way light switches
- c. Qty. 2 120V Duplex GFCI receptacles
- d. Qty. 2 120V Outdoor convenience receptacle
- e. Qty. 2 LED Combo Exit and Emergency Dual-Head lights with battery backup
- f. Qty. 2 - Exterior LED lights with photocell pre-mounted and wired, located above access doors
- 16. Fire Alarm:
  - a. Qty. 1 Smoke detectors
  - b. Qtv. 1 Fire alarm strobes
  - c. Qty. 2 Fire extinguisher Type ABC
  - d. Qty. 2 Pull Stations
- 17. Qty. 20 Control terminations
- 18. Qty. 10 Network terminations

# Exclusions

The following items are not included in Interstates price:

- 18. Field installation of E-House
- 19. Connections of field cables entering the E-House
- 20. Electrical System Study, including Arc Flash, Short Circuit, Breaker Coordination, and Labels (Interstates can provide a quote for this if desired.)
- 21. Wireless networks
- 22. Special coatings
- 23. Security systems
- 24. Software programming
- 25. Gutters
- 26. Cable Tray running underneath the E-House
- 27. On-site installation, commissioning, or start-up (Interstates will provide a representative for oversight and consultation.)
- 28. Onsite/Field testing
- 29. Medium voltage electrical testing
- 30. Training
- 31. Fire suppression
- 32. Desks or workstations
- 33. Spare parts or materials (This can be provided upon award for an additional cost.)
- 34. Permitting for site installation

# Clarifications

- 6. The E-House and the equipment contained within it have not been provided without provisions for hazardous ratings.
- 7. Interstates has not included travel costs associated with FAT testing or inspection for the client. We assume this will be limited to three days and travel expenses will not be covered by Interstates.
- 8. Interstates has not included costs for modifications after the final inspection is completed.
- 9 The owner, or a representative appointed by the owner, will be responsible for taking delivery of the E-House upon arrival, offloading it, and installing it on-site.
- 10. Any wiring inside of the E-House will be installed in EMT conduit

# **Payment Terms**

Terms are Net 30 days, and all payments shall be made via electronic transfer.

10% due at acceptance of PO

20% due at submittal of approval drawings

30% due at release to manufacturing

30% due at receipt of major equipment at E-House/PDC fabrication site

10% due at notification of E-House/PDC readiness to ship, not to exceed 30 days after shipment



# Indoor Storage (i.e. equipment storage)

- 4. Up to 30 days no charge
- 5. Beyond 30 days (Max of 6 months) \$10/square foot, billed monthly, Due Net 30
- 6. Interstates assumes the GC/Owner will provide builders' risk insurance with coverage for offsite / temp storage / transit coverage, covering the stored equipment provided under this proposal.

# **Outdoor Storage**

- 4. Up to 30 days no charge
- 5. Beyond 30 days (Max of 6 months) \$7/square foot, billed monthly, Due Net 30
- 6. Interstates assumes the GC/Owner will provide builders' risk insurance with coverage for offsite / temp storage / transit coverage, covering the stored equipment provided under this proposal.

# **Cancellation Schedule**

- 9. Order Entry 10% Due Net 10
- 10. Material Procurement 20% Due Net 10
- 11. Drawings Issued for Approval 30% Due Net 10
- 12. Released for Manufacturing 50% Due Net 10
- 13. Fabrication of Structure 60% Due Net 10
- 14. Equipment Installation 80% Due Net 10
- 15. Test and Inspection 90% Due Net 10
- 16. Manufacturing and Testing Complete/Ready for Shipment 100% Due Net 10

# **Commercial Considerations**

- 4. Interstates has included manufacturing and assembly costs based on the project's schedule.
- 5. The market is experiencing material price fluctuations & supply chain disruptions that may impact the price, availability, and/or delivery timeframes during the project. Such delays and price fluctuations are not foreseeable or predictable as they can develop quickly, change over time, and are outside our reasonable control.
- 6. Material costs are based on current pricing. We reserve the right to adjust our pricing prior to accepting a contract or a purchase order if received after the expiration date of this proposal.





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# LAYOUT



Macon Water Authority MWA Lower Popular E-House Proposal Fixed Price Proposal CX20240614.MV Rev 3

# LAYOUT (Iso View)



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# C.1 Low Voltage Motor Control Centers





# C.1.1 MCC-IPSB

# **Basic Structure Information**

Project Name:	Starnet Tech Macon Water Auth MCCs	Salesperson:	Billy Karaffa
Project Item:	Macon Water Authority MCC IPSB	Created By:	Billy Karaffa
Project ID #:	5330651/8	Date/Time:	07/03/24 - 17:15

### **Motor Control Center Details**

This MCC(s) was developed using an available fault current of 50,001 to 65,000 A. MCC configuration & pricing subject to change, if actual Available Fault Current differs.

### **Motor Control Center Details**

Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral Voltage: 480 Volts / 60 Hertz Available Fault Current: 50,001 to 65,000 A Master Nameplate: 2 Line(s) Unit Nameplate Type: Acrylic - White letters on black - Stainless Steel Screws Wiring Type: B-T Control and Power Terminal Blocks Wiring Diagram Location: Central location Arc Resistant MCC: No IntelliCENTER Network: Ethernet IMC Device Firmware: Upgraded to latest available version (saves up to 1 hour of customer configuration time per section)

### **Incoming Line Details**

MCC Connection Type: Main Circuit Breaker Incoming Line Cable Entry: Bottom Mounted

### **Bus Details**

Main Bus Rating: 1600A Main Bus Material: Copper / Tin Plated Main Bus Bracing: 65kA (rms symmetrical) Insulated Bus: None Selected Horizontal Ground Bus Size: 1/4" X 1" Horizontal Ground Bus Plating: Tin plated Copper Horizontal Ground Bus Location: Bottom Vertical Ground Bus Type: Unit Load Copper and Plug-in Copper Incoming Ground Lug Size: #6 AWG - 250 kcmil (2 Supplied as Standard) Incoming Ground Cable Size: None Selected

#### Enclosure Details

Enclosure Type: 12 - Fully Gasketed with Bottom Plates NEMA 3R/4 Lifting Angle: No Section Depth: Front Mounted, 15" Deep Section Height: 90" High Stab Opening Protection: Automatic Shutters Isolation Barriers: Yes Wireway Tie Bar: Yes

Total Shipping Block(s): 5 Total Section(s): 7 Total Unit(s): 27

### **Ethernet Network Information**

Full Ethernet Network Information can be found on the One-Line Diagram associated with this project item. This drawing can be obtained by requesting Pre-order drawings through PowerControl Builder.

### Section Modifications (Qty/Mods)

Section Number	Section Width (inches)	<b>Options/Modifications</b>		
1	20"	N/A		
2	20"	N/A		
3	20"	N/A		
4	20"	N/A		


5	20"	N/A
6	20"	N/A
7	20"	N/A



# **Unit Description Summary**

Project Name:	Starnet Tech Macon Water Auth MCCs	Salesperson:	Billy Karaffa
Project Item:	Macon Water Authority MCC IPSB	Created By:	Billy Karaffa
Project ID #:	5330651/8	Date/Time:	07/03/24 - 17:15

#### **General Information**

led neutral
s Steel Screws

#### **Unit Information**

Description	Unit Features
Unit ID: 1 Del Prog: FT1 Unit Loc: 01F Qty: 1 MCB - Main Circuit Breaker Rating	Catalog Number: 2193MB-GJC-56TNMG-80D500-201-760-790A Total Space Factor = 3.5 Circuit Breaker: Electronic (LSIG) - Maint. Mode, 65kA at 480V (1200) with Frame Rating of 1200A (N6I Frame) w/ Maintenance Mode, Bottom Mounted, 1200A Trip, with Internal Ground Fault Protection Lugs Supplied: Screw type mech.,CU/AL wire, 500 kcmil Size Wire, 4 Cables per Phase
1200A	<u>Features Included</u> Provision For Key Interlock (-201) 24V Power Supply for N- & R-Frame LSIG-MM (-760) 1 Aux & 1 Alarm: Internal CB (-790A)
	Engineered Spec(s)/Modification(s) (1) WARNING ONLY - Key Interlock NOT included. Need to add either CMOD 2321 (G-N Frame, or fusible disconnect) or 2805 (R Frame), if key interlock is required. (1) Engineered Modification and/or Custom Diagram (1) Key Interlock - Frame G-N or Fusible Disconnect (-201 option not included), Superior key interlock #S105810Y, Type B-4003-1 (bolt flush when withdrawn) or Kirk key interlock #KFL000010
Unit ID: 2 Del Prog: FT1 Unit Loc: 02F Qty: 1 MCB - Main Circuit Breaker	Catalog Number: 2193MB-GJC-56TNMG-80D500-201-760-790A Total Space Factor = 3.5 Circuit Breaker: Electronic (LSIG) - Maint. Mode, 65kA at 480V (1200) with Frame Rating of 1200A (N6I Frame) w/ Maintenance Mode, Bottom Mounted, 1200A Trip, with Internal Ground Fault Protection Lugs Supplied: Screw type mech., CU/AL wire, 500 kcmil Size Wire, 4 Cables per Phase
<u>Rating</u> 1200A	Features Included Provision For Key Interlock (-201) 24V Power Supply for N- & R-Frame LSIG-MM (-760) 1 Aux & 1 Alarm: Internal CB (-790A)
	Engineered Spec(s)/Modification(s) (1) Engineered Modification and/or Custom Diagram (1) WARNING ONLY - Key Interlock NOT included. Need to add either CMOD 2321 (G-N Frame, or fusible disconnect) or 2805 (R Frame), if key interlock is required. (1) Key Interlock - Frame G-N or Fusible Disconnect (-201 option not included), Superior key interlock #S105810Y, Type B-4003-1 (bolt flush when withdrawn) or Kirk key interlock #KFL000010



Unit ID: 3 Del Prog: SCII Unit Loc: 01C, 02C Qty: 2 METR - Metering Unit	Catalog Number: 2190-CJB-56M-79UT-86W50CXB-750-751S Total Space Factor = 1.5 Metering Type: Bul 1426-M5 PM 5000 Standard Ammeter Scale 1200
	Features Included Unit Grd Stab Tin Plated Cu (-79UT) #14 AWG MTW (TEW) Cu (Tinned) (-750) Sleeve Type Markers (-751S)
Unit ID: 4 Del Prog: SCII Unit Loc: 01B Qty: 1 SPD - Surge Protective Device Unit	Catalog Number: 2100-SPJB-1-79UT-751S Total Space Factor = 0.5 Surge Protector Type: Wye w/solidly grd neut, 3-wire
<u>Wiring Diagram</u> 10007491492	<u>Features Included</u> Unit Grd Stab Tin Plated Cu (-79UT) Sleeve Type Markers (-751S)
Unit ID: 5 Del Prog: SCII Unit Loc: 04G Qty: 1 ENPS - Ethernet Power Supply Unit Rating	Catalog Number: 2100-EPS8JBH-30TGM-79UT-751S Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (15A Trip) Disconnect Type = Circuit Breaker Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, V/60Hz Control Wiring: #16 AWG MTW(TEW) Cu
125A <u>Wiring Diagram</u> 10007930735	<u>Features Included</u> Unit Grd Stab Tin Plated Cu (-79UT) Sleeve Type Markers (-751S)
Unit ID: 6 Del Prog: PEII Unit Loc: 03F, 05F Qty: 2 FCB - Feeder Circuit Breaker	Catalog Number: 2193FB-GJC-52TNMG-98-99 Total Space Factor = 3.5 Circuit Breaker: Electronic (LSIG) - Maint. Mode, 65kA at 480V (600) with Frame Rating of 1200A (N6I Frame) w/ Maintenance Mode, Frame-Mounted (fixed) Unit, 600A Trip, with Internal Ground Fault Protection
Rating 600A	Lugs Supplied: Std Mech/Lug Pads, 500 kcmil Size Wire, 4 Cables per Phase
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
Unit ID: 7 Del Prog: SCII Unit Loc: 06C, 06E, 06G Qty: 3 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AJB-36TGM-79LT-79UT-98-99 Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (60) with Frame Rating of 125A (G6C Frame), Plug- In Unit, 60A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
Rating 60A <u>Wiring Diagram</u> 10002510583	Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) 1 NO Aux on Disc. Switch (-98) 1 NC Aux on Disc. Switch (-99)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit ID: 8 Del Prog: SCII Unit Loc: 03A Qty: 1 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-CJC-42TJM-79LT-79UT-98-99 Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (150) with Frame Rating of 250A (J6 Frame), Plug-In Unit, 150A Trip
<u>Rating</u> 150A <u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	Eugs Supplied: Stat Mech/Lug Paus, 200 kcmir Size wire, 1 Gables per Phase         Features Included         Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Grd Stab Tin Plated Cu (-79UT)         1 NO Aux on Disc. Switch (-98)
Unit ID: 9 Del Prog: PEII Unit Loc: 03D, 04C, 04E, 06J Qty: 4 FVNR - Full Voltage Non-Reversing Starter w/CB Rating	1 NC Aux on Disc. Switch (-99) Catalog Number: 2113B-BDB-6P-7FE3EDCN3CR-18A-39TGA-79LT-79UT-91-90000-750-751S- 790A Size: NEMA Size 1 Total Space Factor = 1 Wiring: NEMA Type B wiring Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip) Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
5 HP <b>Overload Relay(s)</b> E300 Comm Based Overload (7FE3) E300 Communication Option = EtherNet/IP E300 Voltage Code = 120V AC E300 Control Module = Control Only E300 Sensing Module = 0.5-30A Current Only E300 Operator Station = Electronic Reset E300 Expansion Module = Not Available Motor RPM = 1800 Motor Full Load Current (FLC) = 6.88 Motor Service Factor = 1.15	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 1207/0012 Control Wiring: #14 AWG MTW (TEW) Cu (Tinned) Std Capacity Control Power Transformer W/Primary Fuses (-6P) Programmed Control Relay Contact (-18A) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) 1 NC on Starter (-91) 4 NO on Starter (-90000) #14 AWG MTW (TEW) Cu (Tinned) (-750) Sleeve Type Markers (-751S) 1 Aux & 1 Alarm: Internal CB (-790A)
Unit ID: 10 Del Prog: PEII Unit Loc: 04A Qty: 1 ENSW - Stratix 5200 10-Port	Catalog Number: 2100-ESW5210J-T10BAP-751S Total Space Factor = 1 Base Stratix 5200 Firmware No Additional Options Power Adapters (w/Unit Mtg)
<u>Wiring Diagram</u> 10007707817	<u>Features Included</u> Sleeve Type Markers (-751S)
Unit ID: 11 Del Prog: SCII Unit Loc: 07A Qty: 1 PLAT - Full Sect Blank Mtg Plate w/ or w/o Disc Rating 0A	Catalog Number: 2100-EJC1X1D Total Space Factor = 6 Disconnect Type = No Disconnect Means Required Section Width 20" Wide Working Depth 8.5" Deep
<u>Wiring Diagram</u> 10002477065	
Unit ID: 12 Del Prog: SCII Unit Loc: 01A, 04J, 05A Qty: 3 DOOR - Blank Unit Door	Catalog Number: 2100-BJ05 Total Space Factor = 0.5
Unit ID: 13 Del Prog: SCII Unit Loc: 02A, 05B, 05D, 06A, 06L Qty: 5 DOOR - Blank Unit Door	Catalog Number: 2100-BJ10 Total Space Factor = 1

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Unit ID: 14 Del Prog: SCII Unit Loc: 04K	Catalog Number: 2193F-CJC-43TJM-79LT-79UT-98-99 Total Space Factor = 1.5
Qty: 1	Circuit Breaker: Thermal Magnetic, 65kA at 480V (175) with Frame Rating of 250A (J6 Frame), Plug-In
FCB - Feeder Circuit Breaker	Unit, 175A Trip
	Lugs Supplied: Std Mech/Lug Pads, 250 kcmil Size Wire, 1 Cables per Phase
Rating	
175A	Features Included
	Unit Ground Load Connector Tin Plated Cu (-79LT)
Overload Relav(s)	Unit Grd Stab Tin Plated Cu (-79UT)
Motor Full Load Current (FLC) = Not Available	1 NO Aux on Disc. Switch (-98)
	1 NC Aux on Disc. Switch (-99)



# Unit Details - Starnet Tech Macon Water Auth MCCs

 Master Nameplate Type:
 2-line Master Nameplate

 <MCC IPSB> <>

 Unit Nameplate Type:
 Acrylic - White letters on black (4 lines)

Location	Туре	HP	KW	Rating	Nameplate L1	Nameplate L2	Nameplate L3	Nameplate L4	Switch Location	IP/Subnet Address	Dual IP Address	Switch Port	Dual Switch Port
1A	DOOR	0	0	0									
1B	SPD	0	0	0	SURGE PROTECTOR								
1C	METR	0	0	0	POWER MONITOR								
1F	MCB	0	0	1200	PRIMARY	MAIN BREAKER							
2A	DOOR	0	0	0									
2C	METR	0	0	0	POWER MONITOR								
2F	MCB	0	0	1200	BACKUP	MAIN BREAKER							
3A	FCB	0	0	150	DP-2	DISTRUBUTION PANEL DP2	CANOPY AREA						
3D	FVNR	5	0	125.0	EF-4	EXHAUST FAN 4	WET WELL		04A-R	192.168.1.2 255.255.255.0		03	
3F	FCB	0	0	600	P-4	PUMP P-4 VFD	WET WELL						
4C	FVNR	5	0	125.0	AIR KNIFE 0825	BCONV 0825 AIR KNIFE	SCREEN AREA		04A-R	192.168.1.3 255.255.255.0		04	
4E	FVNR	5	0	125.0	EF-11	EXHAUST FAN 11	CANOPY AREA		04A-R	192.168.1.4 255.255.255.0		05	



4G	ENPS	0	0	30	ETHERNET	POWER SUPPLY					
4J	DOOR	0	0	0							
4K	FCB	0	0	175	P-6	PUMP P-6 VFD	WET WELL				
5A	DOOR	0	0	0							
5B	DOOR	0	0	0							
5D	DOOR	0	0	0							
5F	FCB	0	0	600	P-5	PUMP P-25 VFD	WET WELL				
6A	DOOR	0	0	0							
6C	FCB	0	0	60	AC-4	AC UNIT 4	ELECTRICAL BLDG A				
6E	FCB	0	0	60	MPZ-3	MPZ-3 (480/208/120V)	ELECTRICAL BLDG A				
6G	FCB	0	0	60	AC-3	AC UNIT 3	ELECTRICAL BLDG A				
6J	FVNR	5	0	125.0	SPARE	5HP STARTER		04A-R	192.168.1.5 255.255.255.0	06	
6L	DOOR	0	0	0							
7A	PLAT	0	0	0							
4A	ENSW	0	0	0				4A-R	192.168.1.1 255.255.255.0		

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# **Ethernet Switch Port Capacity**

Uplink	Switch group	Section	Consumed S	Switch Ports	Available Switch Ports
1		1	0		
1		2	0		
1		3	1		
1	1	4	2	4	4
1		5	0		
1		6	1		
1		7	0		



# Front Elevation

 Project Name:
 Starnet Tech Macon Water Auth MCCs

 Project Item:
 Macon Water Authority MCC IPSB

 Project ID #:
 5330651/8

Salesperson: Billy Karaffa Created By: Billy Karaffa Date/Time: 07/03/24 - 17:16

Rockwell Automation/Allen-Bradley PowerControl Builder Lineup



NOTE: Dimensions are subject to change after design review. ENCLOSURE: NEMA Type 12 (Fully Gasketed with Bottom Closing Plates)

> Estimated Heat Loss: 2416 watts. BTU/hr. Required: 8243 Air Conditioning Tons: 0.69 Estimated Weight: 3500 lbs. (1588 kg) Heat loss values are for estimating purposes only.



# **Appendix D: Start-Up Estimate**

This is a **Time and Expenses** quotation and **covers the estimated time** for on-site activities related to the Start-Up of:

## LV MCCs.

The duration of service activities is based on days on site with the work being done on consecutive days.

### Estimated Pricing is based on an eight (8) hour work day.

## "For charges outside a standard 8-hour day, Monday to Friday, see Rate Schedule below"

LV MCC Labor	1 Day(s)	1 Trip(s)
Total Start-Up Cost		\$3,625

This estimated price allows the customer to allocate funds associated with this activity however, final invoicing will be based on actual time and expenses.

### **Rate Schedule for Labor and Travel Hours:**

Equipment Type	Standard	Overtime	Saturday	Sunday and Holidays	Mileage	Travel
LV MCC Labor	\$245.00	\$367.50	\$367.50	\$490.00	\$0.85/m	\$225.50

### **Delivery terms**

Unless mutually agreed upon otherwise, the following terms apply.

- A. Emergency: Applies to all service requested and delivered within 48 hours of contact with Rockwell Automation Customer Care.
- B. Standard Rate: Applies to all labor provided Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. local time (excluding Rockwell Automation observed holidays), up to eight hours per day.
- C. Overtime Rate: Charged at 1.5x the Standard or Drive Start-up Assistance Rate. Applies to all labor provided beyond eight hours per day, Monday through Friday, to labor provided between 6:00 p.m. and 7:00 a.m., Monday through Friday, and all day Saturday.
- D. Premium Rate: Charged at 2.0x the Standard or Drive Start-up Assistance Rate. Applies to all labor provided on Sundays and Holidays (as recognized by Rockwell Automation).
- E. Travel Rate: Except in cases of prior contractual agreement, the default method for billable travel will be portal to portal and will be based on the hourly Standard Travel Rate. This hourly charge will be applied to billable on-site service delivered by a Rockwell Automation Field Service Professional and shall be determined by the Rockwell Automation Field Service Professional's actual round trip travel time calculated from point of origin to customer destination and back.

If the most local resource is not available, Rockwell Automation will dispatch the nearest qualified Field Service Professional to respond to the request. If the customer does not wish to pay



additional travel costs, Rockwell Automation will dispatch the first available local Field Service Professional.

- F. On Call Rate: Non-working time spent off-site at the customer's request ready to respond. If customer requires assistance on-site, this time will be invoiced at the rate schedule that is applicable for the time of day and day of service.
- **G.** Expenses: The customer will be responsible for payment of expenses based upon the actual incurred cost plus a 10% administrative fee.
- H. Non-local Travel: Non-local travel applies when the Rockwell Automation Field Service Professional is dispatched from outside of three (3) hours round trip. When non-local travel is required, a flat-rate Overnight charge will be applied to all support events to cover hotel accommodations, ground transportation and meals. Additional expenses may apply and include, but are not limited to, air travel, permits, tolls, customs fees and other incidentals. These expenses are subject to terms above (See "EXPENSES").
- I. Waiting Time: Non-working time spent waiting at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be invoiced at the rate schedule that is applicable for the time of day and day of the service.
- J. Minimum Service Billing: Except in cases of prior contractual agreement, when billable on-site service is delivered by a Rockwell Automation Field Service Professional, the customer will be responsible for a minimum of four (4) hours of labor and/or travel that will be invoiced according to the labor rates applicable for the time and day the service is performed.
- K. Maximum Working Time: For safety compliance of the Rockwell Automation Field Service Professional and the customer, at no time will a Rockwell Automation Field Service Professional work more than 16 hours (US); 14 hours (CAN), including travel time, during any 24-hour period.
- L. Parts and Materials: Parts and materials provided will be invoiced per Rockwell Automation standard pricing in effect at the time of services rendered, except in cases of prior contractual agreement. Rockwell Automation shall be the sole authority to determine warranty/non-warranty status of any service disputes.
- M. Safety and Substance Abuse: If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the Drug Free Workplace Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
- N. Out of Scope: Services not covered in the Scope of Work section will be charged at local callout rates

### Scheduling requirements

Four weeks advance notice must be given to Rockwell Automation for on-site commissioning. Customer is requested to contact Rockwell Automation and provide the following:

- A tentative commissioning date
- Customer site address and names and telephone numbers for site contacts

Every reasonable effort must be made on the part of Customer to provide Rockwell Automation with all pertinent system information in an expedient manner after the order is released

# Start-Up Scope of Work



This proposal is for the commissioning/start-up services outlined in the Proposed Solution only. Implementation and/or delivery of additional services are not within the scope of this proposal. However, Rockwell Automation is highly skilled and staffed to deliver additional service components upon request. Rockwell Automation would be available to quote these services separately.

The Scope of Work is divided into the following two areas of responsibility: Rockwell Automation and Customer responsibilities.

### **Rockwell Automation Responsibilities**

A Rockwell Automation service engineer will perform commissioning in accordance with an agreed upon commissioning schedule. Rockwell Automation will have responsibility for commissioning as outlined in their documentation. Rockwell Automation will provide a dedicated Project Manager for the duration of commissioning services, to act as a liaison between all internal and external resources to ensure a seamless commissioning experience.

In summary, the following services will be provided:

### Commissioning activities:

- I/O Checkout.
- Start-up of process support.
- System tuning and modifications.
- Additional operator and production support.
- Adjustment of our supplied equipment as required making the system fully operational.
- Post Start-up Support
  - Assisting in operations training.
  - System fine tuning.

### Commissioning activities do NOT include the following activities:

- Installation and wiring of equipment.
- Correction of wiring and field devices identified during checkout.
- Verification of machine wiring outside of supplied equipment.
- Standby time that causes additional startup time.
- Delays due to conditions beyond Rockwell Automation's control.
- Operation of equipment for production purposes.
- Customer meetings in excess of one hour per day.
- Additional personnel/overtime required to expedite the schedule.
- Additional trips due to delays caused by others.
- Training other than as identified in this proposal.
- Out of scope system modifications.
- Construction/installation problems associated with the mechanical system.
- Production requirements of the equipment.
- Problems with equipment that is supplied by others on the system.
- Unsafe testing conditions existing on the equipment.

# LV MCC Startup & Commissioning

### **Standard Commissioning Services**

- Verification of Electrical wiring and installation.
- Visual Inspection of Components.
- Control circuit verification.
- Parameters configuration.

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- Startup Tests
- Documentation

# **Customer Responsibilities**

**System Maintenance and Use:** Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features; failure modes are the responsibility of the Customer and not Rockwell Automation. (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts, and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

- Installation tasks to be completed prior to Customer request for Rockwell Automation to be on-site
- All construction, mechanical and electrical work required for the installation must be complete
- Shipping splits must be installed and wiring connected between sections. (Applicable on loose shipped equipment only.)
- External control wiring to a PLC or Discrete hardware must be complete
- All external cabling to the equipment must be completed.
- Mechanical coupling and alignment of the motor and load must be completed
- Main power and control power must be readily available for application
- A reasonable work area for prints and documentation must be supplied



# Appendix E: Training

# E.1 Informal Training

Custom on-site training is offered on a T&E daily basis and is not included in the base scope of work. Please refer to the commercial section of our proposal for daily rates. Custom training is conducted using the supplied equipment. No demo boxes or other equipment is included. Training manuals are included.

Formal Rockwell Automation classroom training (shown below) is also available at additional cost upon request.

# **Services Not Covered**

The following items are **NOT** included in this Statement of Work.

- Installation Engineering
- Installation work of any kind
- Full time site assistance during installation
- Structural, civil, piping, or mechanical designs and installation

# E.2 Formal Training

Below is a link to the Training Course Catalog: <u>https://literature.rockwellautomation.com/idc/groups/literature/documents/ca/gmst-ca001\_-en-p.pdf</u>

The table below outlines formal training courses recommended for your selected equipment.

• Total Training Allowance - 6 Students per class

### \$80,104.00

Course	Davs		
Code	Days	Course Overview	Course Brochure
CCI108	3	CENTERLINE MCC with IntelliCENTER Software Commissioning on an EtherNet/IP Network	https://literature.rockwellautoma tion.com/idc/groups/literature/d ocuments/pp/gmst10-pp641 - en-e.pdf
CCA182	2	PowerFlex 750-Series Configuration and Startup	https://literature.rockwellautoma tion.com/idc/groups/literature/d ocuments/pp/gmst10-pp493 - en-e.pdf
CCA183	2	PowerFlex 750-Series Maintenance and Troubleshooting	https://literature.rockwellautoma tion.com/idc/groups/literature/d ocuments/pp/gmst10-pp494 - en-e.pdf
CCA185	1	PowerFlex 525 Drive Startup and Configuration	https://literature.rockwellautoma tion.com/idc/groups/literature/d ocuments/pp/gmst-pp808 -en- p.pdf
CCP183	3	EtherNet/IP Configuration and Troubleshooting	https://literature.rockwellautoma tion.com/idc/groups/literature/d ocuments/pp/gmst-pp714en- p.pdf