



Proposal Number: 259180, Rev. 1

Issue Date: 5/21/2024

Validity Expiration: 6/21/2024

**New Orleans Regional Transit
New Orleans, LA**

Attn: Floyd Bailey Jr.
Phone: 504-827-8460
Email: fbailyjr@rtaforward.org

Mr. Bailey

We are pleased to offer the following proposal which is our understanding of your requirements subject to acceptance prior to or on the Validity Expiration date noted above. Please advise if there are any questions regarding this proposal. A summary of the scope of work is offered below:

Original Equip Quote/SO #: 259159
Project: NORTA – HWD REPLACEMENT
End User: New Orleans RTA
Location: New Orleans, LA

**Proposal scope and pricing valid for thirty (30) days from Issue Date noted at the top of this page.
Powell reserves the right to review and/or modify scope contents, equipment pricing, labor rates, and/or terms
associated with this proposal if expired.**

Thank you for your time and we look forward to working with you on this project.

Regards,

Joseph “Joey” Nelson
11662 Investor Drive
Baton Rouge, LA 70809
National Account Sales Executive

P: 225-324-4231
E: joseph.nelson@powellind.com

PROJECT SCOPE SUMMARY

Pricing

This project's pricing is based on the necessary labor, materials, and equipment to complete the project as stated within this proposal. The Terms of Payment section of this proposal outlines specific pricing type for this proposal.

- Invoicing as per this proposal terms and Commercial Summary

Field Services

Base Bid Items

- Field Demolition and Installation of the two new HWD breakers and cells for each substation.
- Field Services for Site Acceptance Testing and Equipment Startup (Startup Support) and operational checks.
- **Onsite Customer Training**

Attachments / Appendices

- APPENDIX A: Field Service Work Instructions
- APPENDIX B: Powell Standard Terms and Conditions

Project Narrative:

- Powell to provide field technicians for Field Demolition and Installation of the two new HWD breakers and cells for each substation.
- Powell to provide field technicians for Site Acceptance Testing and Equipment Startup (Startup Support) and operational checks.
- Powell to service to New Orleans, LA from Powell – Houston, TX.

GENERAL

- See Appendix A – Field Work Instructions for further details regarding each of the listed activities noted above.
- Powell services provided via this proposal is solely based on the equipment as listed in the Equipment sub-section (below). Any equipment not listed in the Equipment sub-section is not included and would require additional work which can be performed on a Time & Material basis and will be invoiced in accordance with the Commercial Summary's Project Pricing Rates sub-section of this proposal.
- Powell report to be provided following completion of the work scope as defined within this service proposal.

Working Man-Days, Standard Working Hours, and Mobilizations

- Work to be performed by Powell Factory Certified technician(s).
- All onsite Working Man-Days are based on eighth (8) hours per day per technician as noted below for each line item.
- All onsite Standard Working Man-Days are based on Powell Technician(s) working four (4) consecutive eight (8) hour days excluding weekends and/or US Holidays.
- Any work performed on the fifth or sixth (5th or 6th) day is considered Overtime.
- Any work performed on the seventh (7th) day is considered Premium time.
- Any work performed in addition to the standard eight (8) hours of Standard Working Man-Days is considered Overtime, except on the seventh (7th) day which is considered Premium time.
- Powell Field Engineers, Advisor, and/or Technicians are limited to twelve (12) hours per day (excluding turnover time). Any field services in excess of twelve (12) hours on any given day require Powell Management approval and will be billed as Premium time regardless of the day of the week.
- See Commercial Summary/Project Pricing Rates for further clarification regarding Standard Working-Days.
- Delays at no fault of Powell that result in Powell technicians working more or less than a Working Man Day (as defined below per line item) will result in standby charges, additional Working Man-Day(s), additional overtime, and/or additional mobilization(s) to complete the tasks.

- Listed below is the number of required personnel, working hours and days, and mobilizations.

FIELD WORK SCOPE

DEMOLITION AND INSTALLATION PLAN DEVELOPMENT WITH JOB WALK (TYPICAL)

SUMMARY

Powell to perform an onsite Job Walk with customer representatives and develop a project Demolition and Installation Plan based on the electrical equipment within the original equipment quotation and in accordance with project specifications.

Powell will provide field service labor to complete the quoted scope of work. All work to be performed in accordance with manufacturer standards and the clarifications provided in this proposal.

| Substation | Line Item | Description of Service Activity | Techs | Days | Hrs/Day | Mob |
|------------|-----------|--|-------|------|---------|-----|
| Calliope | 01 | SERVICE – Site Job Walk | 1 | 1 | 8 | 1 |
| | | SERVICE – Demo/Install new breakers | 4 | 7 | 8 | |
| Calliope | 02 | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Calliope | 2 | 2 | 8 | 1 |
| Calliope | 03 | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Calliope | 2 | 1 | 8 | |
| Calliope | 04 | STARTUP - Phase 3: Energization Assistance - Calliope | 1 | 1 | 8 | |
| Calliope | 05 | SERVICE - Phase 4: Final Operational Checks - Calliope | 1 | 2 | 8 | |
| Dublin | 06 | SERVICE – Site Job Walk | 1 | 1 | 8 | 1 |
| | | SERVICE – Demo/Install new breakers | 4 | 7 | 8 | |
| Dublin | 07 | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Dublin | 2 | 2 | 8 | 1 |
| Dublin | 08 | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Dublin | 2 | 1 | 8 | |
| Dublin | 09 | STARTUP - Phase 3: Energization Assistance - Dublin | 1 | 1 | 8 | |
| Dublin | 10 | SERVICE - Phase 4: Final Operational Checks - Dublin | 1 | 2 | 8 | |
| Valance | 11 | SERVICE – Site Job Walk | 1 | 1 | 8 | 1 |
| | | SERVICE – Demo/Install new breakers | 1 | 7 | 8 | |
| Valance | 12 | SERVICE - Phase 1: Site Acceptance Testing (Baseline) -Valance | 2 | 2 | 8 | 1 |
| Valance | 13 | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Valance | 2 | 1 | 8 | |
| Valance | 14 | STARTUP - Phase 3: Energization Assistance - Valance | 1 | 1 | 8 | |
| Valance | 15 | SERVICE - Phase 4: Final Operational Checks - Valance | 1 | 2 | 8 | |

SCOPE OF WORK

Powell to develop a customized project Demolition and Installation Plan based on information provided by the customer, obtained during Job Walk, and in accordance with the specifications submitted during quotation period. In the project Demolition and Installation Plan, the following items will be provided:

- **Job Walk**
 - Meeting with customer technical personnel to identify any concerns, potential hazards, timeline constraints, space issues, etc. that may impact the schedule and completion.
 - Inspection of customer site and electrical distribution equipment to determine:
 - Staging of equipment and personnel prior to commencing the installation and commissioning
 - Access points to the equipment and facility
 - Utility (electrical) accessibility
 - Review with customer of the equipment to be installed and commissioned
 - Review of any additional parts or materials needed to complete the installation and commissioning
 - Determination of site facilities (breakrooms, restrooms, drinking water, etc.)
 - Review and walk through of the customer's schedule
 - Review of all safety requirements and training prior to Powell personnel commencing activities
 - Review of the Lock-out/Tag-out to be utilized during the Installation
 - Review of the Lock-out/Tag-out to be utilized during the Commissioning
- **Demolition Plan**
 - Outline and format of a typical installation procedure.
 - Installation plan revision procedure and controls.
 - Installation Schedules and List of Schedules to include:
 - Installation Personnel
 - Installation Sub-contractors
 - Installation Lists
 - Required Material Handling Equipment
 - Organization and personnel responsibilities.
 - Problem identification and resolution guidelines.
 - Overall description of the report format
- **Installation Plan**
 - Outline and format of a typical installation procedure.
 - Installation plan revision procedure and controls.
 - Installation Schedules and List of Schedules to include:
 - Installation Personnel
 - Installation Sub-contractors
 - Installation Lists
 - Required Material Handling Equipment
 - Organization and personnel responsibilities.
 - Problem identification and resolution guidelines.
 - Overall description of the report format.

SWITCHGEAR DEMO & INSTALLATION (TYPICAL)

SUMMARY

Powell will provide field service labor to complete the quoted scope of work. All work to be performed in accordance with manufacturer standards and the clarifications provided in this proposal

SCOPE OF WORK

This Scope of Work is for Demolition and Installation of the electrical distribution equipment only.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
 - Powell developed project Field Demolition and Installation Plan
 - Manufacturer's recommended and/or industry standard testing protocols, as required.
 - Instruction bulletins for the respective equipment supplied.

Overview of Demolition and Installation Sequence and/or Activities

- Site would be prepared by others.
- Rigging Equipment (by others) would be staged.
- Shipping materials would be removed and placed in waste container for disposal.
- Build, Test, and Installation of Jumpers
- Demolition of existing switchgear.
- Placement of new switchgear.
- Switchgear segments would be joined.
- Anchoring and final structural connection of shipping splits would be performed.
- Bus bars and Interior wiring interconnections would be made.
- Racking components installed, verified to rack properly and to be aligned in associated cubicle.
- Removal of Jumpers
- Field Demolition, and Installation Plan to contain detailed instructions regarding demolition and installation of the electrical distribution equipment

Specific Customer Requirements

The client shall be responsible for the following:

- Coordinating any outages as required.
- Performing all switching required to de-energize and/or re-energize any necessary equipment to allow for safe and efficient placement of the equipment.
- Customer shall be responsible for de-terminating and re-terminating all 'external' equipment wiring.
- Customer shall be responsible for de-terminating and re-terminating all 'external' feeder power cables.
- Any site lighting, adequate 120/240VAC power, and waste container access would be provided by others.

SWITCHGEAR TESTING & COMMISSIONING (TYPICAL)

SUMMARY

Powell will provide field services based on the following services for the project at the customer's site.

WORKING MAN-DAYS, STANDARD WORKING HOURS, AND MOBILIZATIONS

- Work to be performed by Powell Service Division Factory Certified technicians
- All onsite Working Man-Days are based on eight (8) hours per day per technician.
- All onsite Working Man-Days are based on Powell Technicians working consecutive days excluding weekends and/or US Holidays.
- Delays at no fault of Powell that result in Powell technicians working more or less than a Working Man Day (eight (8) hours per day per technician) will result in standby charges, additional Working Man-Day(s), additional overtime, and/or additional mobilization(s) to complete the tasks.
- Listed below is the number of required personnel, working hours and days, and mobilizations.

EQUIPMENT

The following list of equipment will have Baseline and Functional Testing, and where required, Final Operational Checks performed per the Scope of Work documents.

| Equipment | Calliope | Dublin | Valance |
|--|-----------------|---------------|----------------|
| DC Structures, Components and Cells | | | |
| DC Switchgear Sections | 2 | 2 | 2 |
| MV Circuit Breakers / Disconnects | | | |
| DC Breaker | 2 | 2 | 2 |

SERVICE – Phase 1: Site Acceptance Testing - Baseline

SUMMARY

Powell will provide Factory Certified technician(s) for baseline testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

SCOPE OF WORK

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
 - Manufacturer's recommended and/or industry standard testing protocols, as required.
 - Instruction bulletins for the respective equipment supplied.

SITE ACCEPTANCE TESTING – BASELINE

- Baseline electrical testing of the listed components prior to supplying control power (permanent or temporary) to the electrical distribution equipment. These checks are based on the necessary tests and verifications needed to adequately place the equipment in a safe condition following installation by others and factory testing, and are designed to confirm the individual components are in proper working order prior to applying electrical power (Line Power and Control Power) to the systems.

SERVICE – Phase 2: Site Acceptance Testing - Functional

SUMMARY

Powell will provide Factory Certified technician(s) for functional testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

SCOPE OF WORK

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
 - Manufacturer's recommended and/or industry standard testing protocols, as required.
 - Instruction bulletins for the respective equipment supplied.

SITE ACCEPTANCE TESTING – FUNCTIONAL

- Functional electrical testing of the listed components during and/or following application of control power (permanent or temporary) to the electrical distribution equipment. These tests are designed to confirm the readiness of the equipment under normal conditions with all switchgear controls energized and in operation.

STARTUP – Phase 3: Energization

SUMMARY

Powell will provide factory certified technician(s) for advisory services during the energization of the electrical distribution equipment as outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal. Advice provided by Powell Service Division personnel is based on Powell standards.

Due to safety concerns, Powell Service Technician(s) are not authorized to perform switching of energized equipment, racking equipment into or out of energized equipment, and/or entering into the enclosure of energized equipment. Energized equipment includes all energized switchgear/components under the control of Powell or others. Energized switching/equipment manipulation is the responsibility of the client unless otherwise specifically approved by Powell Management.

SCOPE OF WORK

This Scope of Work is for **Startup Services only**. No actual hands on work to be performed by Powell personnel with regards to the activities associated with this work instruction.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
 - Manufacture's recommended and/or industry standard testing protocols, as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

ENERGIZATION ADVICE

- Technical energization advisory for the following activities would be provided to the client's energization team personnel:
 - Powell technician would provide technical information, guidance and advice to those performing energization, actual energization operations to be performed by others.
 - Technician would provide information, technical knowledge and guidance on the proper methods of performing system testing as requested, actual testing to be performed by others.
 - Technician would review the technical information concerning any relaying and functions to be used in the relays and give advice as to the best use for the relays' functions.

SERVICE – Phase 4: Final Operational Checks

SUMMARY

Powell will provide Factory Certified technician(s) for final operational checks of the switchgear and/or Traction Power Substation (TPSS) as outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal.

Due to safety concerns, Powell Service Technician(s) are not authorized to perform switching of energized equipment, racking equipment into or out of energized equipment, and/or entering into the enclosure of energized equipment. Energized equipment includes all energized switchgear/components under the control of Powell or others. Energized switching/equipment manipulation is the responsibility of the client unless otherwise specifically approved by Powell Management.

SCOPE OF WORK

This Scope of Work is for services during the final operational checks of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with these checks is not included in this section of the proposal.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
 - Manufacture's recommended and/or industry standard testing protocols, as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

FINAL OPERATIONAL CHECKS

- Final operational check services are based on the Powell developed test plan specific to the project, however, the other listed references noted above will be utilized where applicable.
- Standard final operational checks include the following:
 - Train Start Test
 - DC Short Circuit Test
 -

Facilities with Union based labor

Powell recognizes the labor requirements related to union based facilities, especially regarding the challenges associated with incorporating outside providers during maintenance and/or capital projects. As such, Powell is dedicated to working with the end user to accommodate the union requirements onsite while still utilizing the unique technical skills of Powell's field personnel to ensure the equipment is maintained, installed, commissioned, and/or energized in the safest, most economical, and timely manner.

This proposal as presented is based on the project specifications as received by Powell. Additionally, the pricing shown in the Commercial Summary of this document is based on Powell's standard field pricing and does not include any union based requirements. If required, Powell can adjust labor and pricing to accommodate the onsite requirements to work with the union and/or incorporate union personnel into the Powell onsite work force.

Please do not hesitate to contact a Powell representative to determine the best methods to approach the onsite activities for this project.

TRAINING

Training Summary

Powell will provide customer training services in accordance with this proposal and Powell Training Guidelines. Training will consist of the following courses:

| Item | Sessions | | Total Hours | Course | Course Description | Training Location | Students |
|------|----------|----------|-------------|---------|--|-------------------|----------|
| | Qty | Hrs Each | | | | | |
| 16 | 1 | 8 | 8 | SWGR401 | Direct Current Switchgear and Circuit Breakers | Onsite | 6 |

Training as quoted herein, does not include provisions for Audio/Visual recording (by Powell or others). If customer requires Audio/Visual recording of training, please contact Powell for additional pricing.

Training Syllabus

Training Courses

SWGR401 – Direct Current Switchgear & Circuit Breakers for Operators and Electricians

- Course Description: Powell Direct Current switchgear and circuit breaker operation, control schemes, ratings, testing and general preventative maintenance.
- Pre-requisite: BP201 – Working knowledge of direct current switchgear or equivalent work experience.
- Who Should Attend: Electricians, Maintenance/Operators and Junior Engineering personnel who wish to gain an understanding on Powell DC switchgear design and operation.

COMMERCIAL SUMMARY

BASE BID ITEMS

| Line Item | Description | Sell Price |
|-----------|--|------------|
| 01 | SERVICE – Site Job Walk | \$ 86,644 |
| | SERVICE – Demo/Install new breakers | |
| 02 | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Calliope | \$ 15,211 |
| 03 | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Calliope | \$ 7,982 |
| 04 | STARTUP - Phase 3: Energization Assistance - Calliope | \$ 4,184 |
| 05 | SERVICE - Phase 4: Final Operational Checks - Calliope | \$ 7,982 |
| 06 | SERVICE – Site Job Walk | \$ 86,644 |
| | SERVICE – Demo/Install new breakers | |
| 07 | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Dublin | \$ 15,211 |
| 08 | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Dublin | \$ 7,982 |
| 09 | STARTUP - Phase 3: Energization Assistance - Dublin | \$ 4,184 |
| 10 | SERVICE - Phase 4: Final Operational Checks - Dublin | \$ 7,982 |
| 11 | SERVICE – Site Job Walk | \$ 86,644 |
| | SERVICE – Demo/Install new breakers | |
| 12 | SERVICE - Phase 1: Site Acceptance Testing (Baseline) -Valance | \$ 15,211 |
| 13 | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Valance | \$ 7,982 |
| 14 | STARTUP - Phase 3: Energization Assistance - Valance | \$ 4,184 |
| 15 | SERVICE - Phase 4: Final Operational Checks - Valance | \$ 7,982 |
| 16 | TRAINING – Onsite Customer Training | \$ 5,300 |
| | Total | \$ 371,309 |

Notes

- All sales are sold in accordance with the Powell Electrical Systems Standard Conditions of Sale unless otherwise noted in this proposal.
- The Powell Electrical Systems Standard Conditions of Sale are included within this document.
- The price is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job will be evaluated and could alter the price provided in this proposal.
- **Any pricing associated with subcontracting of crane and rigging services is an ESTIMATE only and will be billed as Time and Material.**

Additional Days and/or Mobilizations

- Additional Days
 - Any additional fees, parts, materials, equipment, and/or labor charges associated with extra onsite days will be billed in accordance with the terms of this proposal.
- Additional Mobilizations
 - Any additional mobilizations necessary for onsite services will be billed in accordance with the terms of this proposal.

Thank you for allowing Powell the opportunity to serve you. Should you have any questions or additional requirements please contact me.

Regards,

Joseph “Joey” Nelson
 11662 Investor Drive
 Baton Rouge, LA 70809
 National Account Sales Executive
 P: 225-324-4231
 E: joseph.nelson@powellind.com

Project Pricing Rates (Continental US Only)

LABOR (ONSITE, MOBILIZATION, AND REPORT) – 10 HOUR DAYS

ONSITE LABOR

| Activity Type | Tech Class | Location | Type | Hrs | Pricing Type | Workday | Sell Rate |
|---------------|----------------|----------|-------|-----|--------------|---------|----------------|
| Advisory | Field Adv/Eng | Onsite | Daily | 10 | Standard | Mon-Thu | \$ 2,600 / day |
| Advisory | Field Adv/Eng | Onsite | Daily | 10 | Overtime | Fri-Sat | \$ 3,900 / day |
| Advisory | Field Adv/Eng | Onsite | Daily | 10 | Premium | Sun | \$ 5,200 / day |
| Transit | Transit Tech | Onsite | Daily | 10 | Standard | Mon-Thu | \$ 2,060 / day |
| Transit | Transit Tech | Onsite | Daily | 10 | Overtime | Fri-Sat | \$ 3,900 / day |
| Transit | Transit Tech | Onsite | Daily | 10 | Premium | Sun | \$ 5,200 / day |
| Level 1/Lead | Sr. Field Tech | Onsite | Daily | 10 | Standard | Mon-Thu | \$ 2,060 / day |
| Level 1/Lead | Sr. Field Tech | Onsite | Daily | 10 | Overtime | Fri-Sat | \$ 3,900 / day |
| Level 1/Lead | Sr. Field Tech | Onsite | Daily | 10 | Premium | Sun | \$ 5,200 / day |
| Level 2 | Field Tech | Onsite | Daily | 10 | Standard | Mon-Thu | \$ 1,880 / day |
| Level 2 | Field Tech | Onsite | Daily | 10 | Overtime | Fri-Sat | \$ 3,900 / day |
| Level 2 | Field Tech | Onsite | Daily | 10 | Premium | Sun | \$ 5,200 / day |

PRE-ONSITE & POST-ONSITE ACTIVITIES

| Activity Type | Tech Class | Location | Type | Hrs | Pricing Type | Workday | Sell Rate |
|-----------------|------------|----------------|--------|-----|--------------|---------|-------------|
| Job Prep | Any | Offsite | Hourly | 1 | Standard | Mon-Fri | \$ 188 / hr |
| Safety Training | Any | Onsite/Offsite | Hourly | 1 | Standard | Mon-Fri | \$ 188 / hr |
| Access Training | Any | Onsite/Offsite | Hourly | 1 | Standard | Mon-Fri | \$ 188 / hr |
| Report | Any | Office | Hourly | 1 | Standard | Mon-Fri | \$ 206 / hr |

LABOR SPECIAL CONDITIONS

| Condition | Modifiers |
|---|------------------------------|
| Emergency (Less than two (2) weeks' notice to mobilization) | 1.5x applicable rates above* |
| Request of Specific Personnel | 1.5x applicable rates above* |
| Standby | 1.0x applicable rates above |
| Quarantine Days | 1.0x applicable rates above |
| Hazard Premium | 1.5x applicable rates above* |

* Labor Special Conditions may be cumulative. Contact Powell sales personnel for further information

EXPENSES (AS REQUIRED)

| Description | Rate |
|---|---|
| Airfare | Cost + 25% / ticket / technician / mobilization |
| Lodging | Cost + 25% / night / technician |
| Rental Car/Fuel | Cost + 25% / day / 2 technicians |
| Test Equipment | Cost + 25% / day (including standby and non-workdays) |
| Equipment (Test/Install) Shipping | Cost + 25% / Equipment deployment |
| Mileage | \$1.65 / mile / vehicle |
| Per Diem | \$80.00 / day / technician |
| PCR Installation Tools/Materials (estimated) | \$2,500.00 / day / equipment deployment |
| Switchgear Installation Tools/Materials (estimated) | \$2,500.00 / day / equipment deployment |

Mobilization requires round trip travel labor, airfare, or mileage (as applicable), lodging, and/or per diem as required.

Minimum Travel Time for mobilization via Powell Service Truck is four (4) hours one way. Minimum Travel Time for mobilization via commercial air travel is eight (8) hours one way. Listed Minimum Travel Times only applicable for Domestic US Travel. Alaska, Hawaii, and Puerto Rico may vary and will be detailed within this proposal.

- All rates shown are per person unless otherwise noted
- All Rates and Expense Estimates are based on Powell Global Service's 2024 Rates, dated October 1, 2023
- Rates and Expense Estimates shown within this table are for ten (10) hour days and billed as daily rates (not hourly)

CLARIFICATIONS / DEVIATIONS / EXCEPTIONS

Clarifications and Exceptions: Commercial and technical clarifications, deviations, and exceptions will be detailed in either:

- Powell's standard Clarification Log (SAE-FO-0033) or
- Customer supplied Clarification Log which was provided with the RFP/RFQ.

The applicable Clarification Log will accompany this proposal as an attachment and shall be referenced as a part of any resulting contract or purchase order.

TERMS OF PAYMENT

- Prices:** All pricing in USD Currency
Equipment/Parts/ Material: Lump Sum (Firm)
Labor/Services Time and Material (T&M)
- Taxes and Duties:** Not Included
- Terms of Payment:** **NET (30) days from invoice date.**
Invoices are subject to a charge of 1.5% per month until payment is received.
All labor and training items will be billed every other Friday for the duration of work.
The following progress payments are applicable to this proposal's equipment line items:
- Parts & Materials
 - 40% - Order Entry
 - 25% - Approval Drawing Submittal
 - 15% - Release to Manufacture
 - 20% - Shipment
 - Labor
 - 20% - Order Entry
 - 30% - Mobilization
 - 50% - Work Completion
- Rescheduling Fees:** The following rescheduling fees apply to services when changed at no fault of Powell's (percentage of Purchase Order amount relating to services)
0% - >15 Days
5% - 8-15 Days
15% - 3-7 Days
25% - <72 Hours
- Price:** In the event that the order is delayed for any reason not within the control of Powell Industries, the price shall be increased 1% for each full month or fraction thereof that the shipment is delayed beyond the confirmed shipment date.
- Standard Warranty (Equipment, Buyout, Parts, Materials)** Powell's standard warranty is included in the lump sum bid for this proposal at No Additional Cost. Powell's standard warranty is 18 months from shipment or 12 months from energization (whichever comes first).
Note: Extended Warranty can be offered upon request.
- Labor Warranty:** If the Company repairs equipment or supplies technical direction of installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by the Purchaser, and shall run for a period of ninety (90) days.

If the equipment repaired hereunder does not meet above warranty, and if the Purchaser promptly notifies the Company, the Company shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing any defective or damaged parts of the equipment, or by making available at the Company's plant necessary repaired or replacement parts. The liability of the Company under this warranty or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of the Company.

Cancellation Schedule: The following cancellation percentages are applicable to Equipment, Parts, Materials, Labor, and Training proposed within this document:

Parts and Materials

Standard Powell Parts/Materials

If customer cancels a Standard Powell Part or Material order prior to shipment, a 15% cancellation fee applies. Orders cancelled after shipment are subject to cancellation fee of 15%, plus restocking fees as applicable.

Custom Parts

All custom parts are considered Equipment and the Equipment Cancellation Schedule above applies where applicable.

Restocking Fees

- Returns of Standard Powell Parts and/or Materials, is subject to a 35% restocking fee.
- All Sales on Custom Parts are final (no returns)
- Returns must be received by Powell no later than 60 days from date of shipment, returned unused in its original packaging.
- A minimum of 50% restocking fee will apply to authorized products returned used, but prior to commercial service, and in good condition, to a maximum of 60 days from date of shipment.

Labor & Training (From Scheduled Start Date)

0% - >15 Days

Actuals + 15% - 8-15 Days

Actuals +25% - 3-7 Days

Actuals +50% - <72 Hours

Freight: Payments for freight charges are NET 20 days and are subject to a charge of 1.5% per month until payment is received

Freight will be billed at cost plus 20%

Shipping Preparation: Standard and domestic preparation only is included in base price, unless otherwise stated.

APPENDIX: A

FIELD SERVICE WORK INSTRUCTIONS

SERVICES –Job Walk (Measurements)

Summary

Powell service division will provide a Measurement job walk of the customer facility to assess and finalize the personnel and equipment needed to complete the installation activities.

Scope of Work

- Obtain measurements of the installation location regarding the access to the location (door width and height, ceiling height, etc.), location of other switchgear other electrical equipment, and any obstacle or hindrance to the installation of the equipment.
- Meeting with customer technical personnel to identify any concerns, potential hazards, timeline constraints, space issues, etc. that may impact the schedule and completion.
 - Powell to provide field service technician(s) technician for project job walk labor.
 - Powell to provide the following activities as part of the Job Walk
 - Inspection of the customer site and specific installation location
 - Powell technician will obtain copies of customer drawings relevant to the project, measurements of project site and equipment, determine any administrative or policy issues with the job site and any governing entity associated with the project or work associated with the project.

SERVICE – Electrical Distribution Equipment Demolition

Summary

Powell will provide technical personnel, necessary subcontracting personnel and equipment to disconnect, disassemble, and remove the electrical distribution equipment from the site. All work to be performed per the scope of work and clarifications supplied in this proposal.

Scope of Work

All references in scope of work are from *any or all* of the following Powell documents which are listed in their order of hierarchy:

- All references in scope of work are from *any or all* of the following documents:
 - Manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

ELECTRICAL DISTRIBUTION EQUIPMENT DEMOLITION

Overview of demolition sequence and/or activities

- Switchgear would be de-energized and locked out/tagged out by other.
- Lock Out/Tag Out would be review by Powell and Powell lock(s) placed at the appropriate locking device (i.e. lock box).
- Switchgear would be verified to be free of electrical potential.
- Any required rigging equipment would be staged.
- Electrical components designated for removal would be disconnected from power conductors (i.e. cables, bus, etc.).
- Electrical components would be disassembled and placed in a "lay-down" area for removal by others.

- Site would be cleaned and prepared for installation of new switchgear.

The client shall be responsible for the following:

- Any material handling (cranes, rigging, forklift, etc.) required to move the demolished equipment from its original location to a lay-down area for removal
- Disposal of disassembled electrical distribution equipment.
- Coordinating any outages as required.
- Performing all switching required to de-energize and/or re-energize any necessary equipment to allow for safe and efficient placement of the new electrical distribution equipment.
- Any site lighting, adequate 120/240VAC power, and dumpster access would be provided by others.
- Powell Service Division is not providing temporary storage of the switchgear or any components associated with the original equipment quotation (noted above).

SERVICE – Electrical Distribution Equipment Installation

Summary

Powell will provide technical personnel, necessary subcontracting personnel and equipment to lift, set, and re-assemble the electrical distribution equipment at a site prepared by others. All work to be performed per the scope of work and clarifications supplied in this proposal.

Scope of Work

All references in scope of work are from *any or all* of the following Powell documents which are listed in their order of hierarchy:

- All references in scope of work are from *any or all* of the following documents:
 - Manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

ELECTRICAL DISTRIBUTION EQUIPMENT INSTALLATION

Overview of installation sequence and/or activities

- Site would be prepared by others.
- Rigging Equipment would be staged.
- Truck delivering the electrical distribution equipment to be placed in close proximity to the building/facility of the equipment's final resting. Truck must be within lifting diameter of the crane used to offload the equipment and set it such that it can be moved into the building/facility using no more than one lift per shipping split.
- Unloading, lifting, and moving the switchgear sections and components associated with the original equipment quotation (noted above) into the room in which the switchgear shall be installed.
- Shipping materials would be removed and placed in dumpster for disposal.
- Electrical distribution equipment segments would be set in place, aligned, leveled, and anchored.
- Electrical distribution equipment segments would be joined.
- Anchoring and final structural connection of shipping splits would be performed.
- Bussing and Interior wiring interconnections would be made.
- Racking components installed, verified to rack properly and to be aligned in associated cubicle.
- Breaker Test Station and Vacuum Interrupter Integrity Test Station would be installed.

The client shall be responsible for the following:

- Coordinating any outages as required.
- Performing all switching required to de-energize and/or re-energize any necessary equipment to allow for safe and efficient placement of the new electrical distribution equipment.
- Any site lighting, adequate 120/240VAC power, and dumpster access would be provided by others.
- Powell is not providing temporary storage of the switchgear or any components associated with the original equipment quotation (noted above).

PHASE 1: SERVICE – Site Acceptance Testing - Baseline**Summary**

Powell will provide Factory Certified technician(s) for baseline testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

Scope of Work

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from *any or all* of the following documents:
 - Manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

SITE ACCEPTANCE TESTING – BASELINE

- Baseline electrical testing of the listed components prior to supplying control power (permanent or temporary) to the electrical distribution equipment. These checks are based on the necessary tests and verifications needed to adequately place the equipment in a safe condition following installation by others and factory testing and are designed to confirm the individual components are in proper working order prior to applying electrical power (Line Power and Control Power) to the systems.
- Testing of the equipment includes the following types of inspection/testing:
 - Visual Inspection
 - Mechanical Inspection
 - Standard Electrical Tests
- NOT INCLUDED in the testing are the following types of inspection/testing:
 - Optional Tests (as defined by the reference documents as shown above)

PHASE 2: SERVICE – Site Acceptance Testing - Functional**Summary**

Powell will provide Factory Certified technician(s) for functional testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

Scope of Work

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from *any or all* of the following documents:
 - Manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

SITE ACCEPTANCE TESTING – FUNCTIONAL

- Functional electrical testing of the listed components during and/or following application control power (permanent or temporary) to the electrical distribution equipment. These checks are based on the necessary tests and verifications needed to adequately place the equipment in a safe condition following installation by others and factory testing, and are designed to confirm the individual components are in proper working order during and/or after applying electrical power (Line Power and Control Power) to the systems.
- Testing of the equipment includes the following types of inspection/testing:
 - Visual Inspection
 - Mechanical Inspection
 - Standard Electrical Tests
- NOT INCLUDED in the testing are the following types of inspection/testing:
 - Optional Tests (as defined by the reference documents as shown above)

SERVICE – Phase 4: Final Operational Checks

Summary

Powell will provide Factory Certified technician(s) for final operational checks of the switchgear and/or Traction Power Substation (TPSS) as outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal.

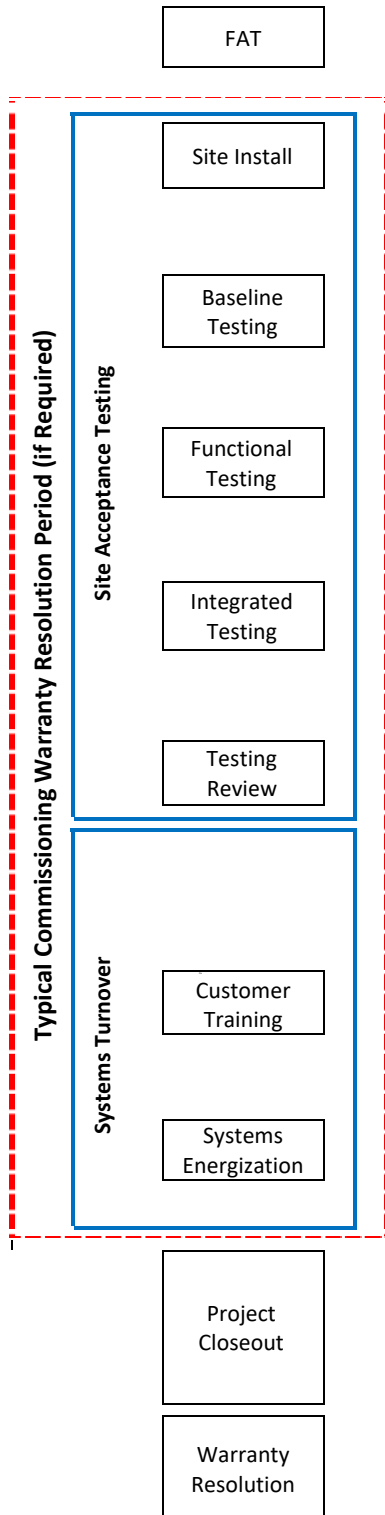
Due to safety concerns, Powell Service Technician(s) are not authorized to perform switching of energized equipment, racking equipment into or out of energized equipment, and/or entering into the enclosure of energized equipment. Energized equipment includes all energized switchgear/components under the control of Powell or others. Energized switching/equipment manipulation is the responsibility of the client unless otherwise specifically approved by Powell Management. Further, it is the responsibility of others to ensure the equipment is placed at a zero electrical potential (grounded) via the facilities Lock Out – Tag Out procedure. Powell Field Technicians do not install or remove grounds (either directly attached grounds or via a grounding breaker) to any equipment. Powell Field Technicians will verify the validity of the Lock Out – Tag Out, insure grounds are installed, and insure all components are at zero electrical potential on the electrical distribution equipment associated with this project; and will apply personal locks/tags per the Lock Out – Tag Out procedure of the facility (locks at the equipment and/or lock box) prior to any equipment based work being performed.

Scope of Work

This Scope of Work is for services during the final operational checks of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with these checks is not included in this section of the proposal.

- All references in scope of work are from *any or all* of the following documents:
 - Manufacturer's recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
 - Instruction bulletins for the respective equipment supplied.
 - Powell developed project Field Test Plan (if applicable)

PROJECT TIMELINE & DEFINITIONS



Factory Acceptance Testing (FAT) – Customer witnessed testing conducted at the factory to equipment, to systems, and for specification compliance prior to equipment shipment to site. Not a substitution for Site Acceptance Testing (see below).

Site Installation – Installation of equipment (Power Control Rooms, Electrical Distribution Equipment, and Electrical Distribution Accessories) at the customer site.

Site Acceptance Testing (SAT) – Series of checks and tests to confirm all components, subsystems and systems operate properly. Site Acceptance Testing is divided into 3 phases:

Baseline Testing – Non Energized Tests of the individual components that comprise the Electrical Distribution Equipment and is performed prior to supplying control power (permanent or temporary) to any of the equipment. Circuit Breakers, Bus Work, Mechanical Components, and Static (non-energized) Portions of Protective Relays and Instrumentation Transformers are typical components that are tested in this phase.

Functional Testing – Energized Tests of the individual components that comprise the Electrical Distribution Equipment and is performed after supplying control power (permanent or temporary) to any of the equipment. Energized Protective Relays, Indicating Lights/Meters, Functional (signals and/or electrical potential) Tests of Switches and Actuation Devices (solenoids, etc.) are typical components that are tested in the phase.

Integrated Testing - Tests that are performed to ensure the subsystems will work properly as a cohesive unit with its respective components installed and/or in place. An example of Functional Testing would be the tests to ensure that all of the components within a Medium Voltage Circuit Breaker vertical section (Breaker, Relay, CT's, PT's, wiring, switches, lights, and other accessories) or a Medium Voltage Line Up (multiple vertical sections) all work properly as a single unit.

Testing Review – Upon completion of the phases within the SAT, a review of the data collected during the testing is required prior to energization to ensure it is safe to proceed to the Systems Energization stage.

Systems Turnover – After the electrical distribution equipment has been verified to be in proper working order by the SAT team, the End User will begin taking ownership of the equipment by receiving the necessary training on the equipment (if necessary) and beginning the energization of the equipment in order to place it online within their local electrical distribution system.

Customer Training – Training of the End User's Electrical Maintenance and Operational teams. Training should be specific to the actual equipment being commissioned, while general enough to cover the proper electrical safety needed to operate and maintain the equipment. Operation and Maintenance Manuals will typically be issued to the End User and utilized by the trainees during the training sessions to assist in familiarization of the new equipment.

Systems Energization – Following completion of Site Acceptance Testing (including testing review), the End User's electrical team, with advice from the SAT team, will begin the process of energizing the individual systems, gradually increasing the number of systems energized to comprehensively energize the system as a whole integrated package.

Project Closeout – Finalizing the project, Commissioning Team will perform the following with End User:

Final Review of all Testing documents

Identify any test results that may require additional monitoring

Present a suggested Preventative Maintenance Schedule to the End User

Inventory and Review with End User any Spare Parts that may have been purchased with the equipment

Typical Commissioning Warranty Resolution Period – Most warranty claims for Electrical Distribution Equipment occur during the Commissioning phase of the equipment. Although not always the case, any warranty related issues are normally discovered during the Site Installation and SAT portions and ideally resolved during that same period.



APPENDIX: B

STANDARD CONDITIONS OF SALE

Sale of any of the equipment or services described or referred to in any quotation at the quoted prices is expressly conditioned upon the terms and conditions set forth below. Any purchase order for or any statement of intent to purchase any such equipment or services, or any direction to proceed with engineering, procurement, manufacture or shipment, shall constitute assent to these terms and conditions and a representation that the Purchaser is solvent. Powell Electrical Systems, Inc. (the "Company") will accept orders submitted on the Purchaser's purchase order form or other communication containing terms or conditions in addition to, different from or inconsistent with the terms and conditions contained herein only upon the condition that together with the price and payment information, the identification of the equipment or services involved and any technical specifications for the equipment agreed upon by the Company, the terms and conditions contained herein shall nevertheless be the sole commercial terms and conditions of the agreement between the parties. The Company objects to and rejects any inconsistent, additional or different terms or conditions set forth in any purchase order or other communication from the Purchaser and those additional, different and inconsistent terms shall not be included in any agreement between the parties or binding on Company unless expressly and specifically agreed to in writing by a duly authorized representative of the Company.

WARRANTY

The Company warrants to the Purchaser that Purchaser will have good title to the equipment delivered hereunder, that the equipment to be delivered hereunder is new, unless otherwise stated, and that subject to the conditions below, the equipment will be free from defects in material or workmanship and will conform to specifications as separately approved in writing by Company. The Company warrants to the Purchaser that services, if any, will be performed in a good and workmanlike manner.

The warranty of performance, if any, and against defects in equipment and/or for services shall apply only to issues for which the Company receives written notice of during the applicable warranty period that appear during proper operation in normal use and service and which are due to causes other than those excluded below. For equipment that is not installed by the Company, this warranty period is eighteen (18) months from the date of shipment by the Company or twelve (12) months from first energization, whichever comes first. For equipment installed by the Company and/or service work, if any, this warranty period is twelve (12) months from the completion of installation of the services, as applicable, provided same is not unreasonably delayed by the Purchaser. The date and conditions of any tests shall be mutually agreed upon by Company and Purchaser.

Provided that the Company has timely received written notice of a valid warranty claim, the Company shall thereupon correct any defect or remedy any performance failure, either (at its option) by repairing any defective or damaged parts of the equipment at the Company plant or at the location of the equipment, or by making available at the Company's plant necessary repaired or replacement parts. The Purchaser shall be responsible for providing "free and clear" access to the affected portion of the equipment and any required costs for shipping the equipment or the parts to the Company plant for all Company corrective work. The liability of the Company under this warranty (except as to title), or for any loss or damage to the equipment whether the claim is based on contract or tort (including negligence), shall not in any case exceed the cost of correcting defects in the equipment and for services the Company's cost of reperforming the services, as herein provided and upon the expiration of the warranty period all such liability shall terminate.

These warranties and remedies are applicable only to the extent Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the equipment are in accordance with the recommendations of the Company; and, such equipment shall not have been operated in excess of limitations specified by Company and not have been subjected to accident, alteration, abuse or misuse. Company expressly excludes any warranty for defect or failure of performance caused by erosion, corrosion or normal wear and tear. With respect to equipment or parts delivered under the agreement, Purchaser agrees to accept responsibility for (i) their selection to achieve Purchaser's intended results, (ii) their use of the item and their non-use of any feature thereof, (iii) the results obtained therefrom and (iv) the selection of, use of and results obtained from any equipment, programs or services not provided by Company and used in connection with items delivered hereunder.

THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE). THE COMPANY DISCLAIMS AND MAKES NO OTHER WARRANTIES TO PURCHASER, PURCHASER'S CUSTOMERS OR ANY OTHER PERSON OR ENTITY REGARDING THE EQUIPMENT, WORK, GOODS, ENGINEERING AND DESIGN SERVICES, FIELD INSTALLATION SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) THE IMPLIED WARRANTIES OF FITNESS FOR A

PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE, SUITABILITY AND THE ABSENCE OF REDHIBITORY DEFECTS; (2) ANY WARRANTIES RELATING TO PURCHASER-SPECIFIED THIRD-PARTY PARTS, COMPONENTS, PRODUCTS, SOFTWARE OR SERVICES; (3) ANY WARRANTIES RELATING TO LATENT DEFECT(S) AND/OR (4) ANY WARRANTIES THAT THE SERVICES, FIRMWARE OR SOFTWARE, IF ANY, WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.

INTELLECTUAL PROPERTY

Except as set forth below, the Company shall defend any suit or proceeding brought against the Purchaser to the extent based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages and costs awarded therein against the Purchaser. In case said equipment, or any part thereof, is in such suit held to constitute infringement and the use of said equipment or parts is enjoined, the Company shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Company for patent infringement by said equipment or any part thereof.

The preceding paragraph shall not apply to any equipment or part thereof provided by the Purchaser or manufactured according to the Purchaser furnished or specified design and/or third party parts or goods to be incorporated into the Equipment by Company. As to any such design, product, part, or use in such combination, the Company assumes no liability whatsoever for patent infringement and the Purchaser shall indemnify, defend, and hold Company harmless against any damages, expenses, costs, reasonable attorney's fees, or losses resulting from any legal action or claim made against Company, either severally or jointly with Purchaser, or any suit or proceeding based thereon, for infringement (either direct or contributory) of patents, trademarks, or for unfair competition or misappropriation of trade secrets based upon or arising from (1) compliance with Purchaser's designs, specifications, or instructions; (2) the use of any item furnished hereunder, in combination with goods not supplied by Company, or (3) in connection with a manufacturing or other process utilizing any item, or part thereof.

Equipment or any parts thereof sold hereunder may be protected by intellectual property rights of the Company, including but not limited to, rights under issued and pending patents, mask work rights, copyright rights, trademark rights and trade secret rights. Neither the sale of items or any parts thereof hereunder nor the provision by Company of any supporting or related documentation, technical information or advice shall confer on Purchaser any license, express or implied, under any intellectual property rights of Company covering or relating to (1) apparatus or circuits in which the items or parts thereof may be used; (2) a process, machine, use or application in connection with which the items or parts thereof may be used; (3) the process of their manufacture; or (4) a combination in which the items or parts thereof may be used.

COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE OF ITS EQUIPMENT OR PRODUCTS WILL NOT INFRINGE ITS INTELLECTUAL PROPERTY RIGHTS OR THE RIGHTS OF THIRD PARTIES WITH RESPECT TO ANY PARTICULAR USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OR APPLICATION, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL OR INCIDENTAL DAMAGES.



DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all payments due and necessary information from the Purchaser. Unless otherwise specified by the Company and at additional cost to the Purchaser, delivery will be made in accordance with Incoterms 2010 FCA Company's facility. Risks of loss or damage and title shall pass to the Purchaser upon delivery.

The Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to (1) causes beyond its reasonable control, or (2) acts of God, acts or inactions of the Purchaser, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, storms, severe weather events, epidemics, war, riot, delays in transportation, or railcar or vessel shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay plus a reasonable number of days to remobilize.

PAYMENTS

Pro rata payments shall become due as shipments are made and/or agreed milestones are reached. If shipments are delayed by the Purchaser, payments based on shipments shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the Purchaser shall be at the risk and expense of the Purchaser.

If the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges as set forth below. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges as set forth below. The rights of the Company under this paragraph are cumulative and in addition to all rights available to the Company at law or in equity.

SALES AND SIMILAR TAXES

The Company's prices do not include sales, use, excise or similar taxes. Purchaser shall be responsible for all sales, use, excise and similar taxes and shall promptly reimburse Company for any such taxes it is required to pay or advance; provided, however, Company's invoices shall separately itemize all sales and use taxes included in any amounts due from Purchaser, and Company will not collect or remit such taxes (to the extent Company is legally able to do) if Purchaser presents Company with valid exemption or direct payment certificates or other appropriate documentation evidencing that Purchaser will itself pay taxes directly to the appropriate authority(ies) or its exempt from payment of taxes.

DISCLOSURE OF INFORMATION

Any information, suggestions or ideas transmitted by Purchaser to the Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of the Company.

Purchaser agrees not to use or disclose drawings, specifications, technical information or other data furnished by Company and identified by Company as confidential or proprietary data without the prior written consent of Company. Purchaser agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of Company, regardless of whether any such improvement or modification was the creation of Purchaser. Purchaser further agrees to use all appropriate copyright and proprietary notices on all items delivered hereunder regardless of their intended use. Purchaser recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of these provisions. Nothing in this clause, however, shall restrict

Purchaser's right to use or disclose drawings, specifications, technical information or other data which are to become generally known to the public without the breach of this clause by Purchaser, or are rightfully obtained from other sources.

CANCELLATION

The Purchaser may only cancel this order for convenience upon ten (10) days written notice, and upon payment by Purchaser to Company of the cancellation charges specified in the Company's quotation or proposal. If no cancellation charges are specified in the Company's quotation or proposal, then the Purchaser shall pay reasonable and proper cancellation charges, which shall include, without limitation, cancellation charges the Company incurs to its suppliers and subcontractors, costs of materials incurred through to the date of cancellation, charges for labor for work done through the date of cancellation (both of which shall include work in progress), and reasonable absorbed overhead and profit on all such materials and labor.

INDEMNITY

COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND PURCHASER, AT ITS OWN EXPENSE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY FROM AND AGAINST, ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY (I) THE FAILURE OR DEFECTIVENESS OF ANY ITEM FURNISHED BY COMPANY HEREUNDER, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF COMPANY, OR (II) THE USE OR MISUSE OR NONUSE BY PURCHASER, PURCHASER'S EMPLOYEES, PURCHASER'S CUSTOMERS OR OTHERS OF ANY ITEM OR ANY FEATURE THEREOF FURNISHED BY COMPANY HEREUNDER. THESE PROVISIONS ARE INTENDED TO INDEMNIFY THE COMPANY AGAINST THE RESULTS OF ITS OWN NEGLIGENCE.

LIMITATION OF LIABILITY

Unless otherwise agreed in writing by a duly authorized representative of the Company, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the Company disclaims any liability for any nuclear damage, injury or contamination, and Purchaser shall indemnify the Company against any such liability, whether as a result of breach of the contract, warranty, tort (including negligence) or otherwise.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL THE COMPANY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED FACILITIES, DAMAGE TO ANY FACILITIES, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN-TIME COSTS, OR CLAIMS OF PURCHASER'S CUSTOMERS FOR SUCH DAMAGES. Any additional or different terms specifically relating to or addressing the subject matter of this paragraph shall be deemed material alterations within the meaning of Section 2.207(b)(2) of the Texas Business and Commerce Code.

EXCEPT FOR COMPANY'S OBLIGATION TO DELIVER TO PURCHASER FULL LEGAL TITLE TO AND OWNERSHIP OF ALL OR ANY PORTION OF THE EQUIPMENT AND SERVICES, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT OR STRICT



LIABILITY) OR OTHERWISE, SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO PURCHASER FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM, THIS CONTRACT, OR FROM THE COMPANY'S PERFORMANCE OR BREACH, OR FROM THE EQUIPMENT OR SERVICES FURNISHED HEREUNDER, EXCEED THE PRICE OF THE SPECIFIC EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM.

If the Company furnishes Purchaser with advice or other assistance which concerns any products supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject the Company to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

ANTI-CORRUPTION

Purchaser acknowledges that the Foreign Corrupt Practices Act of the United States ("FCPA"), the Corruption of Foreign Public Officials Act ("CFPOA") of Canada, and the Bribery Act ("BA") of the United Kingdom will or may apply to transactions conducted under this agreement and agrees to comply with the FCPA, CFPOA and BA and any other applicable anti-bribery and/or anti-corruption rules as required. Purchaser agrees that it will not engage in any of the following activities in connection with this agreement: (A) offer, promise, or give any financial or other advantage to any persons (public or private); (i) in order to induce a person to improperly perform a relevant function or duty, or (ii) to reward a person for such improper activity, or (iii) where the person knows or believes that the acceptance of the advantage is itself an improper performance of a function or duty; or (B) offer, promise, or give any financial or other advantage to a public official, either directly or through a third party intermediary, with the intent to obtain or retain business or an advantage in the conduct of business by either: (i) influencing the official in his/her official capacity, (ii) inducing such foreign official to do or omit to do any act in violation of his/her lawful duties, (iii) securing any improper advantage, or (iv) inducing the official to use his/her influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.

Purchaser shall (a) maintain, throughout the duration of dealings between the parties, its own anti-corruption policies and procedures, including without limitation, adequate procedures designed to ensure that the party complies with the FCPA, CFPOA and BA, (b) provide a copy of such policies and procedures to the other party on request, and (c) monitor and enforce such policies and procedures as appropriate.

Purchaser shall maintain true, accurate, and complete accounting books and records relating to all of its activities under this agreement. Purchaser shall provide information, documentation and reasonable assistance to Company to support an inquiry or investigation of a suspected violation of the FCPA, CFPOA and/or BA.

Company may immediately terminate this contract or suspend its performance under this contract if it has reasonable belief that the other party has breached its compliance with these anti-corruption policies.

GENERAL

The Company represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. The Company represents that it will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

Any assignment of this agreement or any rights hereunder, by the Purchaser (other than to its customer) without written consent of the Company shall be void.

Purchaser agrees that, with respect to the resale or any other disposition of items sold hereunder, Purchaser shall comply fully with the export control laws and regulations of the United States Government and any applicable laws and regulations of any other country including, but not limited to, the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR").

The provisions of this agreement are for the benefit of the parties hereto and not for any other person. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof, shall be binding upon the Company unless agreed to in writing by an authorized representative of the Company. The invalidity, in whole or part, of any of the provisions in these terms and conditions will not affect the remainder of such paragraph or any other paragraph contained herein.

The purchase order price is based on steel, aluminum, copper and third party material buyout prices in effect on the date of Company's quotation. In the event the prices for any of these materials increases in excess of five percent (5%) from the price for them in effect on the date of quotation, then Company shall be entitled to increase the purchase order price to cover same.

GOVERNING LAW

The agreement, including any Purchase Order, sales confirmation, Company quotation, all aspects of the transactions referenced in the Company's invoice to Purchaser, and any dispute related to any the foregoing, shall be governed by, and interpreted in accordance with the laws of the state of Texas (USA) which shall be the applicable law, without regard to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

DISPUTE RESOLUTION

Any dispute arising out of or related to the agreement shall be brought exclusively in federal or state court within Houston, Harris County, Texas. **EACH PARTY HEREBY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN HOUSTON, HARRIS COUNTY, TEXAS AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE LAWS OF THE STATE OF TEXAS, ANY CLAIM OR OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE, THAT VENUE OR PERSONAL JURISDICTION IS NOT PROPER WITH RESPECT TO ANY SUCH DISPUTE. THIS WAIVER SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY CLAIM THAT SUCH DISPUTE BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.** Purchaser agrees that valid service of process of any legal action against it shall be considered in all respects and for all purposes complete and binding on it if copies of all such process are mailed to it at the address appearing on Company's invoice, quotation or sales confirmation by registered mail, return receipt requested.

WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE ARISING UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND TECHNICAL ISSUES AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.