S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

July 29, 2025

City of Camas
Public Works Department
Camas, Washington

Attn: Mr. Rob Charles
via email: RCharles@cityofcamas.us

Subject: City of Camas
PFAS Evaluation and Well 13 Treatment
I&C Scope of Work and Quotation
Addendums Recognized: 4

Dear Public Works Team:

We are pleased to quote the instrumentation and controls (I&C) for the Well 13 PFAS project. This quotation is based upon the Bid design documents as presented by Carollo Engineers to us in July 2025 and addendums issued prior to this date. S&B participated in the instrumentation and control system design to integrate the proposed PFAS filtration into the existing Well 13 operations requirements.

Our scope of work includes a PLC control panel, enclosed drive, switchboard, instrumentation, application software, and startup/commissioning services of the control system. Details for the scope of work are included in the following sections

I&C Scope Overview

S&B is pleased to scope the following equipment and services associated with a unified control system.

1. Design Services (30% to Final) with Carollo
2. [01 PCM 901] Station Control Panel – the PLC control panel which provides the automatic control of the facility
3. [01 VFD 001] 250HP Enclosed Drive with Ultra-Low Harmonic Technology
4. Smart FVNR motor starters 01 FVNR 04 and 01 FVNR 05 for ventilation fans.
5. [01 SWBD 900] Switchboard with integral Auto-Throwover Switching acting as both the Service Entrance and the Standby power source switching device.
6. Instrumentation (see table in following sections) providing the measurement and detection signals required for the automation system to provide continuous operation of the facility
7. Application Software (PLC, HMI Touch Panel, and SCADA Computers)
8. Transitional Commissioning – commissioning the control system for the interim operations state while the facility is constructed and partially commissioned, to enable partial facility operations.
9. Final Commissioning – commissioning of the final state of the Lower Prune Hill facility and all new equipment. This includes operating training on the new system.

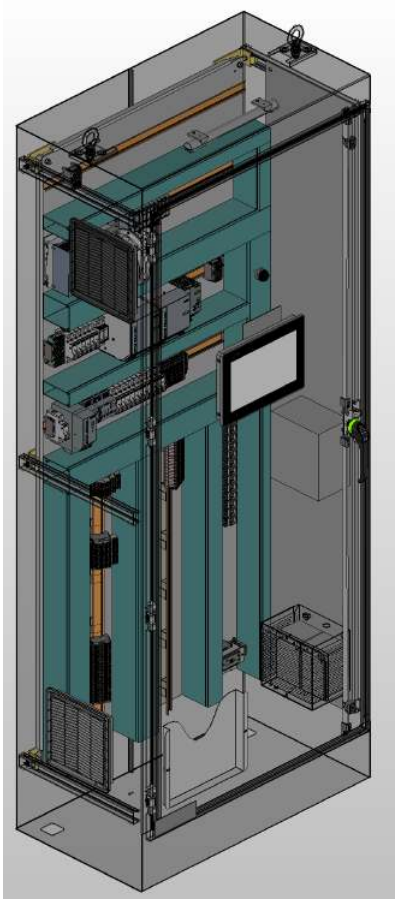
Design Services Details

S&B participated in the design of the facility with Carollo Engineers. S&B focused on the control system portion of the work, and developed the block diagrams and instrumentation standard sheets, along with the specification sections 40 61 00, 40 61 10 and 40 70 00 of the control system. This work was performed prior to this quotation and fees incurred by the City. S&B incurred ___ hours of design time across our team of engineers. These fees are included in this bid price.

Station Control Panel Details:

The new station control panel (SCP), denoted as 01 PCM 901 is a PLC control panel where all networked and hardwired controls are terminated. It provides the logic of automatic controls for the facility.

S&B is supplying our "Model H" RTU which is 90"H x 36"W x 20"D. It uses a Siemens S7-1512 PLC with hot-swappable IO, a managed network switch, cellular modem, 24Vdc power distribution, relays, circuit breakers, gel cell batteries for 4-hour backup time, and a 12" touch panel HMI where all operational adjustments and diagnostics are provided.



Cellular Communication

The control system will communicate with the City headquarters via cellular communication. S&B will assist the City in procuring the SIM card for the cellular modem as we approach the shop test phase of the work. The City will be responsible for maintaining the monthly cellular bill associated with the SIM card.

Shop Test

01 PCM 901 SCP will be connected in S&B's shop to VFDs and a shop PLC representing the City headquarters. The process control program is simulated and tested by S&B engineers to validate functionality prior to the system being shipped to the jobsite. This reduces startup time for S&B and the contractor.

Storage & Installation Requirements

S&B will include the installation and storage requirements of the I&C equipment as part of our submittal as well as via email to the contractor. This will educate the Contractor on storage and installation to protect the warranty of the equipment.

Seismic Anchorage Detail Included

S&B shall supply a seismic anchorage detail for the contractor to mount the control panel. The installing contractor is responsible for all anchors and installation services. S&B is responsible for the anchorage report only.

Freight Included

S&B will ship the control panel along with the motor starters and instrumentation to jobsite via commercial truck. Equipment will be palletized, and the Contractor will be responsible for receiving the truck at the jobsite as well as offloading the equipment from the truck and any equipment movement on the jobsite.

Motor Control & Switchboard Details:

Enclosed VFD:

The single, Ultra Low-Harmonic VFD is rated at 250HP. The VFD comes in its own enclosure, sized at 85”H x 51”W x 28”D. The drive is an ABB ACS880 VFD with active front end technology for harmonic mitigation, in addition to a disconnect, fans, and door mounted VFD operations panel.

The 250HP enclosed drive is specialized, requiring a higher level of design, in order to meet the following unique requirements:

- Harmonic mitigation (required by the local power utility)
- Seismically Certified
- 65kAIC rated short circuit rating
- 480V, 302Amp maximum motor load
- Power cabling: Bottom Entry, Top Exit
- Extended Warranty

Supply Fan Motor Starters:

Two (2) wall mount 25”H x 20”W x 9”D enclosures are included in this scope of work. These units replace the motor starters that previously were in the Motor Control Center and are required to meet air turnover in the chemical and well pumping rooms. The motor starters include the required smart overload controllers that link each starter to the Station Control Panel for automatic start and stop operation of the supply fan motors.

Switchboard:

The switchboard provides Service Entrance with EUSERC compliant pull section and metering as well as the breakers and bus structure to provide auto-throwover sequenced power selection. This switchboard will start the standby generator and transfer load to it during a utility outage or during the test cycle. The integration with the automation system allows for the motors to stop prior to transfer from standby to utility to minimize transient surge conditions created by sudden loss of power. Switchboard is built to UL891.

The Electrical Contractor is responsible for generating the coordination study. S&B will provide the necessary information to help the electrical contractor send the breaker info to their hired engineer to coordinate all breaker settings. S&B will also provide assistance in understanding the breaker setting dials so they can be field adjusted by the electrical contractor according to their study.

Table Summary of Supplied Control Panels:

Tag	Control Panel Type	Description	Dimensions
01 PCM-901	Station Control Panel	Automation and communication controller for Well 13 PFAS	90Hx36Wx20D
01 VFD-001	Well 13 Motor Controller	250hp, ultra-low harmonic VFD	85Hx49Wx28D
01 FVNR-04	Supply Fan Smart Motor Controller	Chemical Room wall mount 480V motor starter with louver control	25Hx20Wx9D
01 FVNR-05	Supply Fan Smart Motor Controller	Well Room wall mount 480V motor starter with louver control	25Hx20Wx9D
01 SWBD-901	Switchboard	Service Entrance Rated switchboard and Auto-Throwover System	91Hx152Wx28D

Motor Control General Notes

Freight Included

S&B will ship the control panels along with the Instrumentation to jobsite via commercial truck. Equipment will be palletized, and the Contractor will be responsible for receiving the truck at the jobsite as well as offloading the equipment from the truck and any equipment movement on the jobsite.

Profinet Connection to PLC

The motor controllers are designed to have a Profinet cable connection configured as a “home run” connection to 01 PCM 901. S&B provides the Profinet cable to connect each motor controller listed with the SCP as well as metalized connector heads to enable the electrical contractor to successfully terminate the Profinet cable. S&B will commission the Profinet cable heads on each end, the electrical contractor only needs to pull the Cabling.

Shop Test

VFD and FVNR motor controllers are connected to the SCP in S&B’s shop test. Control, status, and diagnostic information is checked for each VFD, and the initial VFD parameterization (i.e. motor nameplate info) is also set for each motor controller.

VFD & Switchboard Drop Ship

The 250HP VFD and Switchboard shall be drop shipped from the Factory to the jobsite. The contractor is responsible for all offloading, site movement, storage, and eventual anchorage of the VFD.

Storage Requirements

The motor starters and switchboards must be stored in a covered, thermally controlled environment. Dew cannot form inside the electronics or it will void the manufacturer’s warranty.

Seismic Anchorage Detail Included

S&B shall supply a seismic anchorage detail for the contractor to mount the motor starters. The installing contractor is responsible for all anchors and installation services. S&B is responsible for the anchorage report only.

Startup & Commissioning Services

S&B shall perform startup of the motor starters, and commissioning of the automated controls.

Instrumentation Details:

A large majority of the instrumentation is to remain in place and be used for the final Well 13 facility. S&B is providing some of the process instruments for the project, as outlined by the table below. But other instruments (door ajar switches, valve limit switches, etc.) are provided by various vendors according to the project specifications.

Scope overview

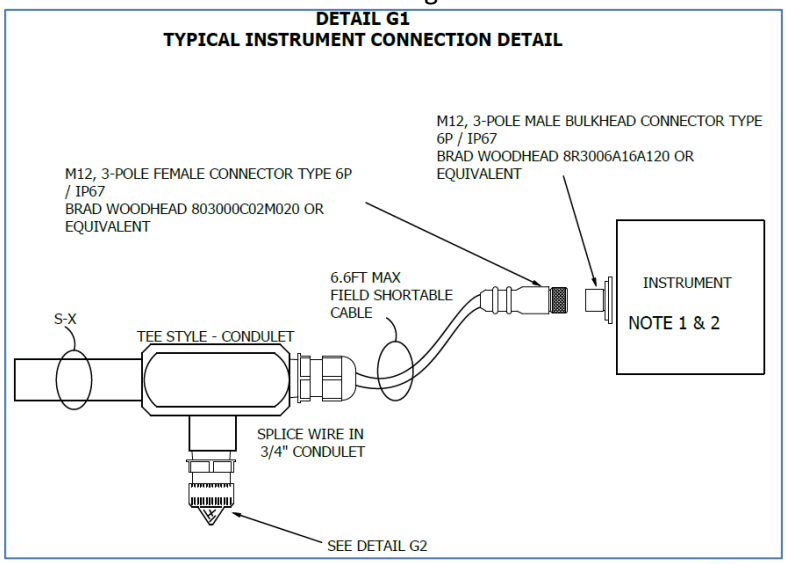
Instrumentation is integral to the functional performance of the control system. S&B is providing the following equipment, as shown on the IC drawings for the project.

Tag	Instrument Type	Process Area	Description	M12 Connector
01 FIT 002	Magmeter	Well Room	8" Well Discharge Flow (Integral mount)	
01 FE/FIT 201	Magmeter	Filter Area	10" Filter Flow (remote mount)	
01 FIT 002	Magmeter	Chemical Room	1/8" Chlorine Solution Flow (remote mount)	
01 FIT 003	Magmeter	Chemical Room	1/8" Caustic Magmeter (remote mount)	
01 FIT 004	Magmeter	Chemical Room	1/12" Fluoride Magmeter (remote mount)	
01 FSL 001	Impeller Meter	Well Room	1" Meter Prelube Flowmeter	
01 PIT 003	Pressure Transmitter	Well Room	Well Discharge Pressure	Yes
01 PIT 220	Pressure Transmitter	Filter Area	Well Discharge Pressure	Yes
01 LT 001	Submersible Level	Well Room	Well Level (20psi range, 100ft cable)	
VT-001	Vibration Transmitter	Well Room	Well Motor Vibration Monitor X-Axis	Yes
VT-002	Vibration Transmitter	Well Room	Well Motor Vibration Monitor Y-Axis	Yes
01 SD 004	Air Sensor	Electrical Room	Smoke Sensor	
01 TT 901	Temperature Transmitter	Exterior, North Wall	Outdoor Temperature	Yes
01 TT 902	Temperature Transmitter	Well Room	Room Temperature (pre-installed on PLC control panel)	Yes

Instrumentation General Notes

M12 Connectors

Several Instruments will come with M-12 connectors, providing quick connections for 24Vdc loop powered instruments. This matches the intent of Detail G1 and G2 found on drawing GIC-7. S&B will mount the M12 bulkhead on the instrument, and the electrical contractor will shorten the 2-meter long cable as required and wire-nut the M12 cable to the field wiring in the condulet.



M12 Bulkhead

M12 Cable

Shop Test

Some instrumentation will be configured and shop tested prior to shipment to the jobsite. S&B will configure M12 bulkhead connectors on the instruments identified in the table. Instrumentation scaling and 4-20mA signal testing is performed in our shop such as is the trip point of the thermal flow switch.

Freight Included

S&B will ship the instruments in a large box, set on a pallet, on the same delivery schedule as the PLC control panel. Equipment will be palletized, and the Contractor will be responsible for receiving the truck at the jobsite as well as offloading the equipment from the truck and any equipment movement on the jobsite.

Flow Meter Tubes Drop Shipped

S&B will drop ship the flow meter tubes to the contractor, ahead of all other instrumentation so it can be installed in the process piping. All other instrumentation will be shipped in a single group shipment, as noted above.

Storage & Installation Requirements

S&B will include the installation and storage requirements of the I&C equipment as part of our submittal as well as via email to the contractor. This will educate the Contractor on storage and installation to protect the warranty of the equipment.

S&B will store equipment for up to 60 days in our warehouse prior to shipment to allow for contractor scheduling. If the project site is not ready to receive the equipment, we offer to ship the equipment to the City Operations Center for storage or hold at S&B for a $300/month. The City shall provide a target delivery date with "not before" and "not after" dates. S&B will use these dates to plan for panel assemblies and target delivery dates. The "not before" dates must be on or later than our lead time estimates below (ranging from 8 to 58 weeks).

Application Software:

Application Software links the equipment together and enables autonomous control of the station. S&B will provide application software to the following pieces of equipment:

- PLC (in the SCP)
- HMI Touch panel (in the SCP)
- VFD
- Switchboard (Auto-Throwover Switching)
- SCADA Computer System (updates to the existing system at City Headquarters)
- Alarm Notification System (updates to the existing system at City Headquarters)

The application software is engineered at S&B's offices by Project and field engineering staff. All software is simulated and tested at our facility. Software that has completed its test is shelved and will be officially commissioned when S&B performs our field startup and commissioning activities.

Transitional Commissioning:

With the Well 13 site undergoing significant civil work, the leased line connection to the existing station is anticipated to be broken and non-functional shortly after the project's ground-break work. To resolve the problem of the existing equipment's SCADA connection being lost, our scope advances the cellular communication features of the new system, by connecting this equipment with the existing Well 13 RTU to allow for telemetry and SCADA operation during construction via the cellular network. Our work includes two days of transition startup services and 8 hours of engineering to design and program the interim system operations.

S&B will provide the planning and coordination with the City in advance of contractor activities at the site. This action is anticipated to allow for civil work to continue without jeopardizing the control and operation of the existing facility.

Additionally, the central SCADA telemetry processor must also be expanded to accommodate the additional data points identified for this project and the CPU will be replaced as a result of this work. The CPU work will be completed at the beginning of the project to facilitate the transition from leased line to cellular network as well to provision for the additional data points. S&B will coordinate with the City for a planned outage at the headquarters of about 1-hour while equipment is upgraded, and the new headquarters is re-initialized.

Final Commissioning:

After the construction is completed, S&B will perform the commissioning of the supplied equipment for the final end-state, as defined by the I&C drawings and control narratives in the project specifications. S&B field engineers will commission the VFDs, SCP, instrumentation, and application software.

S&B plans the following time to commission the control system

- SCP – 2 days
- VFD – 1 day (requires the Contractor to have pump vendors onsite for complete commissioning)
- Switchboard – 1 day
- Instrumentation – 1 day
- SCADA Computer System Updates and Training – 1 day

Contractor Coordination

Startup/Commissioning services at jobsite are performed by our field engineer. A 2-week written notice is recommended for securing the Contractor's required startup date. Our field engineers schedule fills up quickly and the contractor can only choose from dates that are currently available.

The Contractor must also coordinate the required vendors for startup. Vendors will support the vendor-supplied field equipment, and S&B will support the testing of signals to the PLC in the SCP. The vendors we anticipate will need to be onsite during testing include:

1. Cla-Val
2. Pump Vendor (for 250HP VFD)
3. Generator (testing the dry contacts and ModbusTCP ethernet connection in their control panel sending status info to the SCP)

Pre-Startup Checklist Requirements

S&B will provide a pre-startup checklist for the Contractor to use in verifying the electrical and mechanical systems are ready for commissioning services. An email confirmation of the pre-startup checklist completion is required prior to S&B performing startup services. Our startup time budget is based on completed checklist. If S&B arrives on site and instrumentation installations or wirings are not complete, the Contractor is responsible to purchase all required field engineering hours needed for commissioning services that go beyond the quoted time for the Control System Startup (as instrumentation startup is done during the same time). Any required new hours must be pre-purchased as part of a change order. Therefore, it is paramount that the contractor comply with the pre-startup checklist prior to S&B field engineers arriving to the site.

S&B will include the installation and storage requirements of the I&C equipment as part of our submittal as well as via email to the City. The City will review and forward this information to the Contractor.

Exceptions / Deviations from Bid Design Documents

- Plans: none
- Specifications: none

Pricing:

Pricing is quoted as a lump sump, with breakouts into major categories for your reference.

Scope	Price
PLC Control Panel & Application SW	143,020.00
Transitional Commissioning (HQ & Remote Site)	20,290.00
Motor Control	97,990.00
Switchboard	255,530.00
Instrumentation	42,830.00
Add.1 Testing Forms/Method (see detail below)	18,040.00
Pre-Design Services (with Carollo coordination)	22,440.00
TOTAL	**600,140.00**
Sales Tax (8.6%)	51,612.04
Total including WSST	**$ 651,752.04**

Testing & Forms per Addendum 1:

Addendum 1 provided additional testing requirements and multiple forms as part of Section 40 80 01 that S&B did not review previous to its release. This requirement requires the Contractor to test the SCADA system as well as fill out forms for all pieces of equipment. While this may be standard for Carollo, this level of testing and paperwork has not been employed historically in water station work previously at the City. The method of testing and forms requirement represent 64-hours of additional work, above and beyond our standard method of testing and the associated documentation.

If the City elects to remove this requirement and utilize S&B's standard method of testing this line item of cost can be eliminated from the purchase. S&B's method is control system centric where we highlight and initial our drawings indicating every connection and terminating point for signal verification is validated through the SCADA system. We also demonstrate control system operations meet specifications by highlighting the control narrative to document the items have been tested and verified. We believe our method is adequate and consistent historically as well as for the Lower Prune Hill work in progress. We quote this work fully compliant with the addendum 1 additions and flag that we are receptive to eliminating this 40 80 01 section of work and price as a cost trimming measure.

Standard Terms and Conditions:

Installation by Electrical Contractor:

The system quoted is intended for purchase by the City and installation by the contractor. Electrical and mechanical installation of the instruments at the project site is excluded from our scope. The Electrical Contractor is encouraged to review the system prior to shipment. Following installation of the equipment our field engineer will perform startup testing and owner training.

Assumed Responsibilities of the City's Selected Contractor:

The Contractor is responsible for the following items related to the I&C package:

- Providing the schedule for delivery of the I&C system. The Contractor may elect to receive the shipment in up to three groups of products to best fit the needs of their construction schedule: SCP, VFDs and Instrumentation.
- Attend one on-site meeting to review installation requirements and pre-startup tasks. This is a 2 to 3 hour meeting where we review mechanical and electrical installation requirements for each instrument and control panel. For control panels this includes seismic anchorage and recommended techniques. The pre-startup task review covers our check list indicating completion of the installation for each device with specific notes.
- Advance planning for startup and coordination of technical services. The pump station includes several complex equipment items. Since the control system connects with most of these items, the Contractor must provide a coordinated startup planning calendar indicating the time slots for each vendor and a sequenced plan for startup activities. All equipment provided by our firm is fully factory tested as a system on our shop floor prior to startup. Startup activities are a focus for integration of items that were not included in our scope of delivery. S&B provides a total of five days of onsite startup and testing work over as many as two time periods as part of this quotation. The Contractor can arrange for all startup in a contiguous 5-day sequence or break this up into two segments as best fits their schedule. Specific challenges to pumping stations are coordinating pump startup and generator startup.
- Provide a two-week advance notice via email for delivery to jobsite. S&B includes freight on board delivery via common freight with equipment on pallets and blanket wrapped. We typically can provide 4-hour resolution on exact delivery date and time requests. The Contractor is responsible for offloading freight and will require a forklift or similar lifting system to remove equipment from the freight van. Alternatively, the City may elect to receive all equipment from S&B at their Operations Center and make the equipment available as Will Call for the Contractor.
- All movement and storage of the IC equipment. This includes following the prescribed storage requirements of the control panels and instrumentation in a thermally controlled environment to ensure the warranty is maintained. Reference the included Control Panel Storage and Installation guide.
- Installation of equipment, including all bolts, fasteners, sealants, or other materials to support the required installation method.
- Communicating with S&B of the anticipated startup dates, or changes to the startup dates. The Contractor must request dates with at least a 2-week advance notice. S&B will give startup date options from dates that are currently available.
- Contractor is responsible to complete the S&B supplied pre-startup checklist, sign and return, to ensure the systems are both mechanically and electrically ready for startup services. If S&B arrives to perform the requested startup services and checklists were not representative of field conditions, additional field engineering labor may be required to complete the work.

Startup & Commissioning:

S&B field engineers will perform startup services for all quoted instrumentation on the project. Therefore, prior to I&C equipment checkout, all equipment for the entire site must be mechanically installed, wired, and the S&B

control panel pre-commissioned so that the signal for each field device can be witnessed on the 12" operator touch panel.

S&B will be responsible to initially power up the SCP, as S&B will check for foreign voltages prior to energization. The Contractor is not allowed to power the panel without S&B first reviewing installation and providing initial startup services. This ensures the warranty of the control panel can be maintained.

Submittal Documentation:
Submittal drawings and supporting literature are provided in electronic format only, estimated at twelve (12) weeks from receipt of order.

O&M Documentation:
O&M information is supplied via electronic format prior to startup for Engineer review and Contractor use. Final documentation provided in As Built drawings supplied approximately two weeks after startup.

Lead Time Estimates:
The I&C scope of supply remains severely impacted with most equipment being long-lead items. All lead times are estimates based upon the current information from our suppliers. Lead times are subject to change and S&B does not bear responsibility for changes to manufacturer's lead times. S&B will communicate with the Owner and Contractor if lead times change.

The following lead times represent the most up to date information we have from our vendors:

- SCP – 20 weeks
- VFDs – 32 weeks
- Switchboard – 45 weeks
- Instrumentation – 8-10 weeks
- Application Software – 24 weeks

Standard Inclusions:
- Award based on City Contract similar to previous work such as scope for LPH or Well 6.
- Equipment is factory tested and shipped FOB factory with freight allowed, common carrier, destination.
- Shop Drawings, instruction manuals and software documentation via electronic media.
- Submittal Documentation per specifications
- Field Engineering Services for technical support of installation questions, start-up, and acceptance testing of equipment supplied by this quotation. S&B is a designer and supplier of control system equipment, providing technical support and engineering services to review installation of our equipment, commission and attest to its compliance with the project specifications.
- Quote is valid for ninety days

Standard Exclusions:
Unless specifically included as a line item in this quotation's scope of supply the following are excluded from our scope of deliverables:
- Installation costs and any associated permits
- Arc Flash studies and/or labeling

- Short Circuit and circuit breaker trip coordination studies
- 3rd party circuit breaker certification testing and certification
- Piping, tubing, valves, fittings between the instruments and the process
- Process appurtenances: Pumps, pressure gauges, manifolds, bushings, thermowells, diaphragms, annular seals, purge assemblies, stilling wells, valves, pump over-temp sensors, pump moisture sensors, or solenoids that are not an integral part of the listed scope.
- Conduit, wire or cable external to the control system panels listed in this scope
- Mounting brackets, stanchions, supports, pads that are not integral to the control system panels or process instruments listed in this scope.
- Liquidated damages (available upon request and definition of scope)
- Bonding (service available for additional fee)
- Credit Card payment
- Equipment not specifically listed in our scope of work

Our quotation is based on a progress payment schedule to reflect progress in design, system assembly, product delivery and startup. Our payment requests will be submitted electronically per City requirements. Our form 977 (attached) provides our standard terms and conditions which provides the guidelines used for progress billing. We anticipate adopting the City's standard contract along with its terms and conditions assuming that it is similar to our recent contracts. Form 977 is provided until we have opportunity to review the current City standard contract.

We look forward to the opportunity to work on this important project and will contribute to making this successful by delivering the highest quality of materials and startup services according to the agreed schedule. Please feel free to contact us regarding any questions that you may have regarding our quotation.

Yours truly,

Randall T. Stead
President
S&B Inc.

S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

GENERAL TERMS AND CONDITIONS – INSTRUMENT/CONTROL SYSTEMS

1. SCOPE

These terms and conditions apply to the sale of all instrument/control (I/C) systems assembled by S&B Inc. (Seller) and any inconsistent terms and conditions in Purchaser's purchase order are not binding on Seller, unless accepted, or these terms and conditions are modified by an authorized S&B Inc. representative.

2. ACCEPTANCE

Purchase orders received from Purchaser do not bind Seller unless accepted by an Officer of Seller, either by acknowledgment, written acceptance, promise to ship, or shipment of the I/C systems communicated to Purchaser. Acceptance is expressly made conditional on Purchaser's assent to Seller's Material Terms and Conditions, which are additional to or different from Purchaser's terms, unless Seller agrees otherwise in writing.

3. PRICE AND PAYMENT

Unless otherwise specified, quoted selling prices are FOB Seller's factory or its supplier's shipping point, with freight allowed to destination and are subject to change if not accepted within 30 days from the quotation date. The quotation may be withdrawn at any time prior to acceptance or extended beyond 30 days. Invoices are due and payable NET 30 days, unless otherwise specified, at the company offices at 13200 S.E. 30th Street, Bellevue, WA. 98005. Late payment of invoices is subject to interest. Invoices shall be rendered according to the following schedule.

Benchmark	% of Total Price
Upon notice from Seller that all drawings have been submitted for approval.	20%
Upon notice from Seller that the instrument system is ready for factory tests.	Additional 50%
Upon notice from Seller that the instrument system has been shipped or that factory tests are complete and equipment is being held for convenience of customer.	Additional 25%
Upon notice of acceptance from Purchaser or 180 days from notice of shipment, whichever occurs first.	Final 5%

If Purchaser defaults in any payment when due, Seller may at its option, and in addition to its remedies under the U.C.C. without incurring any liability thereof to Purchaser or Purchaser's customers, declare all payments for work completed immediately due and payable with maximum legal interest thereon from due date and stop all further work and shipments until all past due payments have been made and/or require that any further deliveries be paid for prior to shipment.

4. ITEMS INCLUDED

The price quoted includes only the I/C system specified, and does not include actual installation, accessory or associated materials such as wiring, piping, etc., not specifically included. Equipment prices quoted include installation information and start-up assistance provided by the Seller's field engineer or technician. Such services will be provided in a mutually agreeable manner and time. Seller will provide, upon request, at Seller's established current rates, an experienced Project Engineer or Service Technician to provide on-site superintendence of the equipment installation. Responsibility for proper operation of equipment, if not installed by Seller or installed in accordance with Seller's instructions, rests entirely with Purchaser.

5. TAXES

Any federal, state or local sales, or use or other taxes applicable to this transaction are not included in the price quoted, and unless a valid certificate of exemption is provided, any such tax shall be added to the price and is for the Purchaser's account.

6. SHIPMENTS AND DELIVERY

Any shipment or delivery dates recited herein represent Seller's best estimate. No liability, direct or indirect, is assumed by Seller for failure to ship or deliver on such dates. In any event, delivery dates are based upon the effective date of the contract and prompt receipt by Seller of all necessary information and instructions from Purchaser, including approved submittal drawings. Seller shall have the right to make partial shipments, and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms hereof.

In the event that the I/C system specified herein is to be shipped outside the United States, Purchaser shall obtain all necessary import licenses and permits required to clear the shipment for entry into the foreign country and pay all duties, tolls and imports.

If Purchaser requests postponement of shipments or causes a delay in shipment, the entire purchase price shall be due and payable upon notice from Seller that the I/C system is ready for shipment, and thereafter any storage, or other charge Seller incurs, shall be for Purchaser's account, including interest on any unpaid balance at the maximum legal rate. All claims for damage, delay or storage for FOB Seller's plant shall be made directly against the carrier of the Purchaser. When shipments are FOB destination, Purchaser shall inspect the I/C system shipped and notify Seller of any damage or shortage within 5 days of receipt. Failure to notify Seller shall constitute acceptance of Purchaser, relieving Seller of any liability for shipping damages or shortages.

7. RISK OF LOSS AND SECURITY INTEREST

Unless shipments of I/C systems are made FOB destination, all risk of loss or damage shall pass to the Purchaser upon delivery to a carrier for shipment. Purchaser shall protect and maintain Seller's title, including adequate insurance for Seller's benefit, and right of repossession to the I/C system specified herein or in any change order until the full purchase price has been paid in full and will not encumber or permit others to encumber such systems by any security instruments.

Purchaser acknowledges that as security for payment of the purchase price, Seller will retain and Purchaser has granted, a security interest in all I/C systems sold to Purchaser. Seller shall have all of its rights and remedies as a Seller and a secured party under the U.C.C. or other appropriate law. No waiver by Seller or any default shall constitute a waiver of any subsequent or further default. Seller may retain as liquidated damages any partial payments made and may peaceably repossess the equipment from the Purchaser's premises without prejudice to any further claims it may have. In the event legal action be brought to enforce the provisions of any order accepted by it, Seller shall be entitled to recover its court costs and reasonable attorney fees.

8. WARRANTY

Seller warrants that for a period of one year after test and acceptance by the Purchaser, or 18 months from date of shipment, whichever occurs first, all products assembled by Seller shall be free from defects in material and workmanship. Seller will at its sole option either repay the purchase price, or repair or replace at a location to be designated by it, any product defects, which develop within such period under normal and proper use, provided it receives prompt written notice of claimed warranty period. This warranty shall not apply to any products altered or repaired outside Seller's factory or with other than Seller's replacement parts, unless such repair was authorized in writing by Seller, or to products or parts subject to misuse, abuse, neglect or accident or damaged by improper installation or application. In no event shall Seller be liable for normal wear and tear, nor for any incidental or consequential damages due to inoperability of its products. The foregoing are Seller's sole warranties and guarantees, and all express or implied warranties, including all implied warranties or merchantability and fitness for a particular purpose, which exceed the above obligation, are hereby disclaimed by Seller.

9. CANCELLATION, SUSPENSION AND DELAYS

After acceptance by Seller, this contract shall not be subject to cancellation, suspension or delay. Orders may be cancelled only with Seller's written consent and upon payment of reasonable cancellation charges, which shall include all costs incurred and work done pursuant to the contract to date of cancellation, suspension or a delay plus reasonable overhead and profit. Additionally, all risks incident to and charges related to storage and/or resumption of work, at Seller's plant or elsewhere, shall be for Purchaser's sole account.

10. LIMITATION OF LIABILITY

Seller shall not be responsible or liable in any way for any failure to perform due to Acts of God, fire or flood, serious explosions or accidents, foreign or United States embargoes, war or riots, serious shortages, unavailability or significant price increases in commodities, materials or components, labor disputes, interruption of transportation, loss of essential production services, acts of any U.S. or foreign governmental authority, or by any other event beyond the reasonable control of Seller or its subcontractors. Seller shall not be liable to Purchaser for any incidental or consequential damages for any reason whatsoever.

11. CHANGES AND BACKCHARGES

Any changes in or any additions to the scope of work herein described or initiated by the Purchaser or resulting from any circumstances beyond Seller's control shall be for the account of and paid by the Purchaser. Written change orders shall initiate changes, and shall be considered as individual modifications and shall not delay payment to the Seller for the original order.

Seller will not approve or accept returns or backcharges for labor, materials or other costs incurred by Purchaser or others in modification or adjustment, service or repair of Seller furnished materials unless such return or backcharges are pursuant to Seller's warranty and have been authorized in writing by an Officer of Seller or by assigned purchase order or work requisition.

12. PROPRIETARY INFORMATION

All information furnished by Seller is submitted solely for Purchaser's consideration in connection with this job and shall be not be used by Purchaser nor disclosed to any third party without Seller's written consent.

13. DRAWINGS AND DESIGN

All drawings, descriptive matter, etc. submitted with this proposal are merely intended to give a general idea of the equipment described and a set of drawings may be supplied for approval after acceptance. Seller reserves the right to change or modify the design and construction of any equipment in order to incorporate improvements or to substitute material equal to or superior to that originally specified, and upon request, will assist with suggestions without liability for any resulting loss or damage to Purchaser.

14. SOFTWARE AND LICENSE AGREEMENT

All software is provided under a non-transferable, non-exclusive license for its use. The purchaser, and if different, the end-user, shall be required to sign Seller's End-User License Agreement upon accepting Seller's software documentation and using the software provided. All software and documentation are copyrighted by Seller and contain valuable trade secrets. No copies of this software or documentation may be made except as authorized under the terms of the license agreement except as required by law. The software and documentation are warranted against functional defects found during a period of one year after delivery. Seller's sole obligation shall be to correct any such defect in a manner chosen by Seller in its sole discretion. Seller shall have no liability for any lost profits or direct, indirect, incidental, consequential, or other damages arising from use of the software and documentation or any associated hardware.

15. NON-ASSIGNMENT

Purchaser shall not assign this contract, nor any interest herein or rights hereunder, without the written consent of Seller and any attempted assignment shall be voidable at Seller's sole option.

16. ENTIRE AGREEMENT

The contract expresses the entire agreement between the parties hereto and supersedes any previous communications, representations or agreements, whether oral or written, and is not subject to modification except by a writing signed by an authorized Officer of each party.

17. GOVERNING LAW

The contract shall be interpreted and governed by the laws of the State of Washington, including but not limited to any dispute, controversy or claim arising out of the contract.