

**AGREEMENT FOR GOODS AND SERVICES
(Substation Prefabricated Control House)**

THIS AGREEMENT (hereinafter "Agreement") is made this _____ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **KVA, Inc., d/b/a KVA Power Protection & Control**, a company registered to do business in the State of Florida (hereinafter the "CONTRACTOR"), with its principal office located at 3307 Brushy Creek Rd. Greer, SC 29650.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Request for Proposal #20-204 for the Substation Control House (hereinafter "RFP"), which RFP is not attached but incorporated by the reference into this Agreement; and

WHEREAS, the City received no timely or responsive submissions in response to the RFP and subsequently canceled the RFP; and

WHEREAS, in accordance to the City's Procurement Code and Policy, the City approached the market to obtain the required product; and

WHEREAS, the City received two quotes in response to the search; and

WHEREAS, the CONTRACTOR provided a quote that meets the City's requirements and standard specification; and

WHEREAS, the CITY desires to accept the CONTRACTOR's quote in order for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

WHEREAS, as there were no responses to the RFP, the CITY may utilize the waiver process in accordance to the CITY's Procurement Code Sec. 2-112 (g); and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY's issuance of a Notice to Proceed. The CONTRACTOR agrees to provide all goods

and services required under this Agreement for the period of up to three (3) years, which may be extended by mutual, written agreement of the CITY and CONTRACTOR. **The CITY is initially purchasing one (1) unit (the "Initial Unit" hereinafter) but anticipates requesting the CONTRACTOR to design and fabricate up to six (6) units total as defined in this Agreement, dependent on the CITY's funding availability.** The CITY may utilize this Agreement to have additional units built or additional units with updated specifications and different sizes built to maintain the CITY's standards.

2. SCOPE OF WORK

2.1 The scope of work specifications set forth in the RFP details the design and fabrication requirements for a single-story, single-module concrete equipment relay vault unit. Specific Quantities of Major Equipment are indicated in CONTRACTOR's quote attached hereto as an **Exhibit "A"** and as set forth in the RFP (hereinafter the "Scope of Work"). The specification in **"Exhibit A"** shall be used for the Initial Unit; specifically, the Total Control house relay panels and equipment with a manual transfer switch. The CITY may request modifications to additional units the CITY desires to purchase and the CITY will seek a proposal from the CONTRACTOR based on such modifications.

2.2 The CONTRACTOR represents to the CITY that all work performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The work shall be completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All

costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work or as reasonably necessary to accomplish the work unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 For the Initial Unit and all work performed under this Agreement in order to complete the delivery and installation of the Initial Unit, the CONTRACTOR shall be paid an amount not to exceed **\$183,656.00**.

5.2 Should the CITY require additional materials and/or work for the Initial Unit (or future units that are ordered by the CITY), which additional materials or work are not included in the initial Scope of Work for each unit, the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional materials and/or work and the total cost for the same prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 Except for the Initial Unit, the CITY's ordering mechanism for each unit will either be by a fully executed written amendment to this Agreement by the parties or by a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply to the additional unit(s). CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the work is as set forth above for the Initial Unit. However, it is anticipated that the CITY may spend up to no more than \$500,000.00 annually under this Agreement for additional units. The CITY does not guarantee that the CITY will purchase any other units from the CONTRACTOR except the Initial Unit.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the Initial Unit upon delivery, complete installation, and final acceptance of the Initial Unit by the CITY. Final acceptance occurs when all work (including punch-list items) has been completed by the CONTRACTOR and the unit becomes fully operational and accepted by the CITY. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all work for the Initial Unit. Invoicing for additional units shall be addressed for each additional unit in the amendment to this Agreement or the CITY's issued purchase order.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or work or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down,

disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph. However, CITY shall be responsible for the cancellation fee set forth in the CONTRACTOR's quote.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's quote. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the CONTRACTOR's quote for the Initial Unit shall take precedence over the RFP. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement,

or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via

nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

KVA Inc.
3307 Brushy Creek Rd.
Greer, SC 29650

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. There shall be no other limitation of liability between the parties or under this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of

delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that work performed and all materials provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR guarantees that all work performed under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any equipment or the unit(s), if required, for repair or replacement. If a unit(s) must be returned, CONTRACTOR, shall provide a replacement unit(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. SURVIVABILITY

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

40. NO CONSEQUENTIAL DAMAGES

40.1 In no event shall CITY be liable to CONTRACTOR for any incidental, special, indirect, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to the Substation Prefabricated Control House on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **KVA, Inc. d/b/a KVA Power Protection & Control**



[Corporate Seal]

By: Anthony W. Burns
Print Name: ANTHONY W. BURNS
Title: VICE PRESIDENT

STATE OF SC
COUNTY OF Durham

The foregoing instrument was acknowledged before me this 4 day of August, 2020, by, who was physically present, as Vice President (title), of, KVA Inc. d/b/a Power Protection & Control, A corporation registered to do business in the State of Florida, and who is personally known to me or who has produced the following drivers license as identification.

Notary Public

Print Name: David Perry
My commission expires: 6/10/30

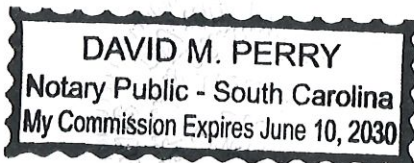


Exhibit "A"
Contractor's Quote (10 pages)



Revision 1
PROPOSAL
City of Lake Worth
RFP #20-204
Control Building, 2 Relay Panels & Equipment

Prepared for City of Lake Worth
May 08, 2020
KVA Quote # 10807R2



KVA Inc.
864.801.4430
info@kva-emc.com
www.kva-emc.com



Scope of Work: To provide a Concrete Control Building, 2 Relay Panels and Equipment fabricated, assembled, wired, tested and delivered.

1) Substation:

House with ATS	\$ 114,651.00	House with Manual TS	\$ 111,951.00
Panels	\$ 43,788.00	Panels	\$ 43,788.00
Battery System and Charger	\$ 20,726.00	Battery System and Charger	\$ 20,726.00

Total Control house relay panels and equipment with an automatic transfer switch: \$186,365.00

Total Control house relay panels and equipment with a manual transfer switch: \$183,656.00

Bill of Material for Panel 1:

Component	STYLE #	Manufacturer	Qty
Relay Panel		KVA	1
Schweitzer; Type 2488, Satellite-Synchronized Network, 2 125/250Vdc Power Supplies, IRIG-B and Network Time Protocol (NTP), 4 10/100BASE-T Ethernet Ports, 8 BNC Time Outputs, TNC Antenna Input, 1 Form-C mechanical conventional alarm contact, 1 Form A solid-state timer, one rack unit high	24880RAX1181AX23X	SEL	1
Schweitzer; Type 2516, Remote I/O Relay 125Vdc, conventional terminal blocks, V-Pin Fiber, 8 Form-C contacts, 8 Inputs, SEL Protocol, 1 Form C mechanical conventional alarm contact, three rack units high	251603114X	SEL	0
Schweitzer; Type 2730M, Managed 24 Port Ethernet Switch, 2 125/250Vdc Power Supplies, 4 Small Form Factor Pluggable Ports (1-4), 4 Copper 10/100/1000 Mbps Ports (5-8), 8 10/100 BASE-T and 8 10/100 BASE-FX Ports (9-24), 1 Form C mechanical alarm contact, one rack unit high	2730MOARAX1122AAAAX0	SEL	1
Schweitzer; Type 3530, SCADA Data Concentrator/RTU, 48/125Vdc Power Supply, 1 EIA-485 Serial Port, 17 EIA-232 Serial Ports, 2 10/100 Base-T RJ-45 Ethernet Ports, 3U high	3530#DHCF	SEL	1



Schweitzer; Type 487B-1 Relay, 1 125/250Vdc Power Supply, 1 Primary DC Monitor, 100 Card Slot has 8 Outputs including 3 Form-C Outputs, Add 200 B Slot with 8 Outputs including 6 High Speed Outputs, Add 300 B Slot with 8 Outputs including 6 High Speed Outputs, 55 Inputs, Enhanced Front Panel with 24 Target LEDs, 12 Operator Control Pushbuttons, and Tri-Color LEDs, 3 AC Voltage Inputs, 21 AC Current Inputs, 2 10/100 BASE-T Ethernet Ports and 3 EIA-232 Serial Port , seven rack units high.	0487B1X6X52XC0XEH8EEXXX	SEL	1
SecuControl ST Switch, 10 Pole, All potential.	STSA10002AX	SecuControl	2
SecuControl ST Switch, 10 Pole, 4 potential, 6 Current shorting	STS10004BM	SecuControl	7
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010AG	SecuControl	4
Cover for ST Switches, 10 Pole, Clear	FTDC10	SecuControl	9
Spare Disconnect Pins		SecuControl	10
Blank ST10/FT10 Cover plates ANSI Grey		KVA	1
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZ10/1SP	Eaton	6
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC minimum rating	FAZB15	Eaton	1
General Electric; Terminal Block Type EB-25, 24 point.	EB25B24	GE	3
General Electric; Terminal Block Type EB-25, 6 point.	EB25B06	GE	1
Din mounting rail Type NS 35/7.5 Steel perforated	801733	Phoenix	1
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover	1004076	Phoenix	1
Phoenix; E/NS 35 N End Clamp	800886	Phoenix	2
Phoenix; D-UDK 4 End Cover	2775113	Phoenix	2
Phoenix; UDK4 Terminal Block (1-180)	2775016	Phoenix	42
Phoenix; ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	Phoenix	42
Phoenix; ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	Phoenix	4



J-Hook, stainless steel with hex nuts and #10-32 thread		KVA	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	Abbatron/H.H. Smith	2
Abbatron/H.H. Smith; binding post, Green hex head, 10-32, gold plated.	257-104	Abbatron/H.H. Smith	1
SecuControl 19" Blank Panels Covers, ANSI Grey. Order as needed to fill all gaps	FTBC10AG	SecuControl	11
Ground Bar		KVA	1

Bill of Material for Panel 2:

Component	STYLE #	Manufacturer	Qty
Relay Panel		KVA	1
Schweitzer; Type 551 Relay, 1 125/250Vdc Power Supply, 1 EIA 232 (CLWB Provided) Serial Port, 3 5A Phase Current Analog Inputs, 1 Neutral Analog Input, 4 Outputs, 1 Form C mechanical contact, 2 Digital Inputs, SEL Protocol, Modbus Protocol, two rack units high	0551003X5X1X	SEL	0
Plate to support the SEL-551 and Test Block		KVA	1
Schweitzer; Type 351S Relay, 1 125/250Vdc Power Supply, 1 EIA-485 Serial Port, 2 EIA-232 Serial Ports, 2 RJ45 Ethernet Ports, conventional terminal blocks, Standard Interface including USB plus Indoor Safe Lock Trip/Close Pushbuttons and Configurable Labels, IEC 61850	0351S7XHD3E5422	SEL	0
SecuControl ST Switch, 10 Pole, All potential.	STSA10002AX	SecuControl	2
SecuControl ST Switch, 10 Pole, 4 potential, 6 Current shorting	STS10004BM	SecuControl	3
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010AG	SecuControl	3
Cover for ST Switches, 10 Pole, Clear	FTDC10	SecuControl	5
Spare Disconnect Pins		SecuControl	10
Blank ST10/FT10 Cover plates ANSI Grey		KVA	3
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	Eaton	3
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC minimum rating	FAZB15/1NA	Eaton	2
Terminal Block Type EB-25, 24 point.	M25024	States	3



Din mounting rail Type NS 35/7.5 Steel perforated	801733	Phoenix	1
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover	1004076	Phoenix	1
Phoenix; E/NS 35 N End Clamp	800886	Phoenix	2
Phoenix; D-UDK 4 End Cover	2775113	Phoenix	2
Phoenix; UDK4 Terminal Block (1-180)	2775016	Phoenix	42
Phoenix; ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	Phoenix	42
Phoenix; ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	Phoenix	4
J-Hook, stainless steel with hex nuts and #10-32 thread		KVA	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	Abbatron/H.H. Smith	2
Abbatron/H.H. Smith; binding post, Green hex head, 10-32, gold plated.	257-104	Abbatron/H.H. Smith	1
SecuControl 19" Blank Panels Covers, ANSI Grey. Order as needed to fill all gaps	FTBC10AG	SecuControl	13
Ground Bar		KVA	1

Bill of Material for the Concrete Control Building:

KVA is pleased to provide this quotation for a concrete control house in response to your referenced request for quotation with the following exceptions and clarifications:

1. Specification Section 2.4 & 3.2.8.c.i: AC panel to be AE type in order to meet AIC rating requirement for TEY branch breakers.
2. Specification Section 3.2.14.a – A separate manual transfer switch mounted next to the AC panel will be provided in lieu of the manual transfer switch being included in the design of the AC panel.

The proposed control house is described below:

Construction - Concrete

- Size nominal 10'8" wide (11'2" wide with 3" roof overhang) exterior x nominal 14' long exterior x nominal 10' high interior, one room concrete control house
- Standard construction in accordance with VFP product specifications. The structural loads of the proposed concrete control house are as follows:



- 200 pounds per square foot distributed floor loading while on foundation
- 125 pounds per square foot distributed floor loading while lifting
- 100 pounds per square foot distributed roof load
- 180 mph wind load
- Seismic zone 4
- Exposed aggregate exterior
- The proposed control house walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the control house door is not bullet resistant.
- The proposed exterior control house walls will provide a two hour fire rating
- The walls and ceiling will be insulated to R-11 with hardboard insulation
- The interior walls and ceiling will be sheathed with ¾" OSB backed white FRP board
- The 6" thick concrete floor will be covered with non-skid epoxy based floor paint (ANSI 61 gray)
- One (1) 42" wide x 84" high insulated steel exterior door, with panic bar, lever lockset and fiberglass weather hood
- One (1) hydraulic door closer

Power Distribution

- One (1) 225 Amp, 42,000 AIC, 120/240 VAC, single phase, 60 Hz, 42 space main breaker, bolt-in utility power distribution panels, in NEMA 1 surface mount enclosures
- AC power panels to be supplied with the following breakers each:
 - Thirty-eight (38) 20 Amp single pole TEY branch breakers
 - Two (2) 60 Amp double pole TEY branch breakers
- One (1) control house wall penetration to serve as utility power service entry
DC power panel to be supplied with the following breakers:
 - Fourteen (14) 30 Amp double pole
 - Fourteen (14) 60 Amp double pole
- One (1) 200 Amp, 240VAC, fused, double pole safety switch; DG224NGK
- One (1) 200 Amp, 250V, double pole, double throw manual transfer switch; DT224UGK
- Six (6) 20 Amp specification grade duplex receptacles
- One (1) 20 Amp specification grade exterior ground fault duplex receptacle
- One (1) 50A 120/240V generator receptacle

Lighting

- Six (6) surface mounted LED light fixtures
- One (1) LED exterior door light with photocell
- One (1) emergency/exit light
- One (1) wall switch box with motion sensor control

HVAC

- One (1) 1 ½ Ton, 240 VAC, single phase, 60 Hz, 11EER wall mount unit air conditioner unit, with low ambient and compressor anti cycle controls, integral 5kW resistance heat strip and washable dust filter



- Separate wall mounted thermostat
- One (1) 585 cfm (at 0" of H₂O static pressure) exhaust fan system, including gravity intake and exhaust louvers, timer and hydrogen detector controls, fiberglass hoods, permanent expanded metal dust filter and exhaust insect screen

Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be terminated at the alarm enclosure and tagged for identification per VFP standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others.

There are no provisions for audible, visual or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal.

- One (1) line voltage smoke detector
- One (1) intrusion alarm switch with form "C" contacts rated at 125 VDC
- One (1) high temperature alarm
- One (1) low temperature alarm
- One (1) power failure alarm
- One (1) exterior visual fire indicator alarm
- One (1) hydrogen detector for alarm and exhaust fan control

Grounding

- Provisions for the connection of a grounding electrode conductor at the control house service equipment
- One ground system consisting of a 4/0 AWG stranded bare copper conductor, run through the cable tray with coils at the cable entrance hoods for attachment to a ground grid by others

Additional Equipment

- One (1) Manual Transfer switch: DT224URKNLC – Eaton in lieu of ATS
- One (1) Batteries - STT6V200- (20) - SBS
- One (1) Battery rack - E-PGL1-20
- One (1) Spill containment system - SC148-12P12 - SBS
- One (1) Battery charger - ACSWM-125-026-1 – Alpha
- One (1) Automatic Transfer switch, Eaton # ATV9KDC20225WSU

Accessories

- Up to twenty feet (20') of 24" wide x 4" deep aluminum cable tray
- One (1) 12 gauge steel cable entry hood
- One (1) hand held emergency eye wash station
- One (1) folding drafting table
- One (1) size D wall mounted drawing rack
- One (1) 30" W x 66" H x 15" D storage cabinet
- One (1) portable 10 pound ABC rated fire extinguisher
- One (1) service manual



- KVA/VFP will provide three (3) sets of control house drawings with each control house unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended control house tie down locations. No other foundation drawings are offered in the proposed control house price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.

Control houses are to be built according the latest IBC edition and state requirements of which the control house is residing, local and county codes are not applicable unless otherwise stated.

Control House Set-up

Control house accessories may be removed as required for shipping at the discretion of VFP's Transportation Manager to facilitate shipping dimensions, safety, security, or to prevent damage to equipment. Any equipment removed for shipment will be packed in the control house along with mounting hardware for reinstallation per VFP standards. KVA has included the reinstallation of equipment in this offering.

Terms and Conditions

All pricing is exclusive of sales tax, use tax, or other fees.

Use taxes and any other state or local taxes or fees will be the responsibility of the customer. If the sale is subject to any such taxes or other fees, then KVA/VFP, Inc. reserves the right, at any time (even after final payment), to invoice separately for all such taxes or fees, together with any interest and penalties that may be imposed by the taxing or fee collecting authority. If this sale is exempt from any such taxes and fees, the customer must provide KVA/VFP with proof of any exemption (such as an exemption certificate) at the time the customer places its order.

Transportation

Delivery charges are based on normal site access for KVA/VFP over the road tractor-trailers. If the site is not accessible due to weather, unsuitable roadway, obstructions or other conditions KVA/VFP will, if possible, obtain the proper equipment to complete the delivery. Additional costs may be incurred.

In the event there is difficulty in getting into the job site because of unforeseen obstacles, will not assume liability for any property damage as a result of being instructed by the customer's contractor to proceed; even though the driver or contract carrier driver is aware of the potential for risk of damage to property.

KVA/VFP also assumes no responsibility for damage to the control house as a result of inadequate right of ways to the job site. It will be the customer's responsibility to ensure there is proper access to the job site.



On-Site Services

- Will attach the control building to the customer furnished foundation.
- Will reinstall all provided items that were removed for shipment.
- Will install the batteries in the battery rack; make interconnections and final wiring terminations.
- Crane Offloading is included and is based on free and clear access to the jobsite.

A) Delivery:

Delivery will be 20 to 22 weeks after the receipt of a Purchase order and all necessary engineering information.

B) Clarifications:

Material Clarifications

- Testing will include Power up of SEL and point to point continuity testing.
- Pricing in this proposal is based solely on the quantities of goods and services quoted in the above Bills of Materials. Any deviation required in the goods and services quoted could result in a change order.
- General Terminal Block EB25 – 27 does not have a 24 pole, KVA is offering a States M25024 as a replacement.
- Limited information given on the DC panel, KVA is including an Eaton P2K225BT54CH01 in this proposal.

C) Engineering Drawings: Relay panel engineering drawings are not included in this proposal.

D) Payment: Unless otherwise agreed to in writing, payments for the Product or Services shall be as follows:

Project Phase:	Contracts Less than \$300,000	Contracts over \$300,000
1. Receipt of Purchase Order	N/A	10%
2. Receipt of "For Construction" Drawings	N/A	30%
3. Delivery	100%	60%

- a. Payment terms are 100% net 30 days from invoice date.
- b. In the event of default of Buyer, all costs and charges incurred by Seller as a result of Buyer's default will be charged to Buyer's account; these costs include but are not limited to bank fees for canceled checks or insufficient funds, collection fees and applicable legal fees.
- c. In the event of default by Buyer requiring collection activity by Seller, Seller shall be entitled to reimbursement of all costs, including legal fees incurred in the collection process.

E) Taxes: Prices shown do not include sales or other taxes imposed on the sale of the goods.

F) Freight: FOB Lake Worth FL freight costs included in the prices shown.

G) Cancellation: With the placement of an Order, Buyer acknowledges that Seller would incur financial damages in the case of a cancellation of an Order and that Seller has the right to charge the Buyer for such damages as specified by the time schedule below.



a.
Cancellation of Order:

Schedule of Fees for

Timing of Cancellation of Order before Confirmed Shipment Date	Percentage of Sales Price to be Applied as Cancellation Fee
60 days or less	100%
61-90 days	75%
Over 90 days	50%

b. Higher cancellation fees may be imposed on special or modified equipment up to the entire value of the Order.

c. Payment of the cancellation fee is to be made within fifteen (15) days of cancellation

H) **Validity:** This proposal is valid for acceptance within 90 days.

I) **Warranty:** KVA shall repair or replace any defective item within 12 months of Acceptance Date or 18 months after shipment (whichever is sooner) and will extend the full manufacturers' warranty on all purchased components.

Limits of Liability: In no event, whether as a result of a breach of contract, indemnity, warranty or tort (including negligence), strict liability, or otherwise, shall the Seller be liable to the Buyer for:

- (i) Loss of profit or revenue, loss of use, cost of capital, downtime costs, cost of substitute products, facilities, services or replacement power;
- (ii) Property damage external to the product and loss arising out of such damage;
- (iii) Special, indirect, punitive or consequential damage; or for
- (iv) Any of the foregoing suffered by a customer of the Buyer.

KVA MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND KVA SHALL HAVE NO LIABILITY ARISING OUT OF THE ORDER IN EXCESS OF THE AMOUNT OF THE ORDER.

MADE IN THE UNITED STATES

KVA Inc. is a WBE Certified Corporation.

KVA Inc. 3307 Brushy Creek Rd. Greer, SC 29650 (864) 801-4430