

**AGREEMENT FOR THE SUPPLY OF GENERATOR
PARALLEL SWITCHGEAR UPGRADE FOR WRRF
PROJECT# 11406.A**

THIS AGREEMENT FOR SERVICES, SUPPLIES, EQUIPMENT is made this 2nd Day of December, 2024, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", 33 East Broadway Avenue, Meridian, Idaho 83642, Western States Equipment Company, hereinafter referred to as "Contractor", whose business address is 400 E. Overland Rd., Meridian, ID 83642.

INTRODUCTION

WHEREAS, the City has a need for Generator Parallel Switchgear Upgrade for WRRF per established specifications; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide/supply and has agreed to supply such chemical;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Equipment / Supply Specifications & Requirements:

1.1 Contractor shall supply the services, supplies, and equipment to the City upon execution of this Agreement and receipt of the City's written notice to proceed, all items, and comply in all respects, as specified within this Agreement and Contractors Estimate# QID155638 by which by this reference are incorporated herein.

1.2 The Contractor shall provide all equipment and services under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions and the UCC. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

2. Consideration

2.1 The Contractor shall be compensated on a fixed price basis as provided in Exhibit B "Agreement Pricing Schedule" hereto and by reference made a part hereof, for the Not-To-Exceed amount of **\$211,914.12**.

2.2 The Contractor shall provide the City with a detailed invoice upon delivery

of all equipment and supplies, which the City will pay within 30 days of receipt of a correct invoice and approval by the City Project Manager. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. City shall pay interest on all late payments, calculated daily, and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. City shall also reimburse Contractor for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

2.3 Except as expressly provided in this Agreement, Contractor shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement., including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Price is fixed and agreed firm for the entire length of this Agreement including any subsequent years thereafter. Any proposed pricing modification to Exhibit B "Agreement Pricing Schedule" must be documented and approved in writing in the form of an executed amendment(s) or change order(s) if mutually agreeable by both parties. In the event both parties cannot agree on a pricing modification per the foregoing sentence, then either party may terminate this Agreement upon thirty (30) days' prior written notice to the non-terminating party without further liability to either party.

3. Invoices

Invoices shall be rendered in duplicate and shall include: (1) Purchase Order number; (2) pricing; (3) quantity; (4) description; (5) any sales taxes or use taxes as separate items, giving permit number authorizing collection of use taxes; (6) point of shipment; (7) method and class of shipment; (8) complete routing of shipment; and (9) whether transportation expense has been prepaid. Seller/Contractor/Contractor agrees to make a separate invoice for each order and shipment. Unless otherwise expressly provided in the Purchase Order, all taxes, duties, tolls, fees, import charges, or other governmental exactions shall be deemed included in the purchase price of the supplies and services and the City shall have no liability to pay Seller/Contractor/Contractor or any third party any amount in excess of the specified purchase price. City of Meridian, a local governmental entity of the State of Idaho, is exempt from any Federal Manufacturer's Excise Tax under the provision of Section 4221(a)(4) of the Internal Revenue Code. All invoices shall exclude such excise tax. All invoices shall be sent to the following address: City of Meridian, Accounts Payable, 33. East Broadway Ave., Meridian, Idaho 83642.

4. Term:

4.1 This Agreement shall become effective upon execution by both parties, and shall expire upon on (a) completion of the agreed work, (b) or unless sooner terminated as provided in Section 2.4, Sections 4.2 or 4.3, and Section 5 below or unless some other method or time of termination is listed in Exhibits A or B.

4.2 Should Contractor default in the performance of this Agreement or materially breach any of its provisions, City, at City's option, may terminate this Agreement by giving written notification to Contractor.

4.3 Should City fail to pay Contractor all or any part of the compensation set forth in Exhibit B of this Agreement on the date due, Contractor at the Contractor's option, may terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

5. Termination:

5.1 If, through any cause, Contractor, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if City determines that termination of this Agreement is in the best interest of City, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. Contractor may terminate this agreement at any time by giving at least sixty (60) days' notice to City.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property, and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

6. Independent Contractor:

6.1 In all matters pertaining to this agreement, Contractor shall be acting as an independent Contractor, and neither Contractor nor any officer, employee or agent of Contractor will be deemed an employee of City. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6.2 Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent Contractors and not as employees of the City.

6.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction and supervision and control of the Contractor.

7. Indemnification and Insurance:

7.1 Contractor shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of City or its employees.

7.2 Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Contractor covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from , or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employs, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. Contractor shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Contractor's compliance with the requirements of this paragraph and file such proof of insurance with the City at least ten (10) days prior to the date Contractor begins performance of its obligations under this Agreement. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

7.3 Any deductibles, self-insured retention, or named insureds must be declared in writing and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7.4 To the extent of the indemnity in this contract, Contractor's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance except as to the extent of City's negligence.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.5 All insurance coverages for Contractors subs shall be subject to all of the insurance and indemnity requirements stated herein.

7.6 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

7.7 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

8. **Warranty:** City acknowledges that (i) Contractor is not the manufacturer of the equipment and goods; (ii) if the equipment and goods include a manufacturer's warranty, Contractor will pass through to City the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) the manufacturer's warranty will be subject to all conditions and exclusions set forth therein. Upon request, Contractor shall provide City a copy of the applicable manufacturer's warranty.

For services purchased by City from Contractor, Contractor warrants that its services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, with such service warranty extending for twelve (12) months, commencing from completion of the original Services. For example, if the service warranty is for a period of twelve months from completion of the original services, then if Contractor performs a repair pursuant to its service warranty, the warranty period remains twelve months from completion of the original services; the twelve-month service warranty period does not start over with the repair. If replacement parts or goods used by Contractor in connection with the provision of services include a manufacturer's warranty, Contractor will pass such warranty through to City to the extent permitted by the terms of the manufacturer's warranty. Contractor's service warranty will be voided in the event of any of the following: misuse or abuse of goods by City; subsequent repairs performed by City or vendors other than Contractor; use beyond ordinary wear and tear; failure to maintain and operate goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer); or damage to the goods or equipment due to theft, vandalism or casualty.

During the limited warranty, if any, as provided herein, if, for any reason, the equipment and goods do not perform satisfactorily, Contractor may repair or replace the equipment and goods or any part thereof, at its option, without affecting any of the terms of this Agreement. This remedy does not apply if the equipment and goods have failed or performs less than satisfactorily due to City's improper use of the equipment and goods, accident (including, damage during shipment), neglect, abuse, misuse, or exposure of the equipment and goods to conditions beyond capacity, power, environmental design limits, or operation constraints, as specified by Contractor and/or the equipment and goods manufacturer. City is responsible for all expenses related to repair or replacement due to these causes.

CONTRACTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C)

WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY CONTRACTOR, OR ANY OTHER PERSON ON CONTRACTOR'S BEHALF, EXCEPT AS SPECIFICALLY SET FORTH IN THIS SALES AGREEMENT. ALTHOUGH CONTRACTOR MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF CONTRACTOR ; (2) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY CONTRACTOR WHICH ARE NOT COVERED BY SUCH MANUFACTURER'S WARRANTY.

9. **Limitation of Liability:** In no event will Contractor, its subsidiaries, affiliates, agents or employees be liable for any liquidated, incidental, indirect, exemplary, punitive, enhanced, special, or consequential damages in connection with, arising out of, or relating to this Agreement or furnishing of any equipment, goods, services or other items or any third party's ownership, maintenance, or use of any equipment, goods, services or other items furnished under this Agreement, including, but not limited to, lost profits or revenues, loss of use of the equipment and goods or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of City for such damages, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen by City, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Contractor is not responsible for meeting any federal, state, local or municipal code, rules, regulations, or specifications (whether statutory, regulatory, or contractual), unless City specifies it in writing and Contractor agrees to it in writing. City agrees that it has selected the equipment and goods, and associated equipment and goods, based upon its own judgment and particular needs and disclaims any reliance upon any statements, advice, or presentations made by Contractor. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SALES AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF AGREEMENT, WARRANTY, STRICT LIABILITY TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWICE THE TOTAL OF THE AMOUNTS PAID TO CONTRACTOR PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE CLAIM. The parties recognize that the pricing associated with equipment and goods reflects this allocation of risk and is the basis of the bargain between the parties.
10. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY:
City of Meridian
Procurement Manager
33 E Broadway Ave.

CONTRACTOR:
Western States Equipment Company
Attn: Dick Kleint
400 E. Overland Rd.

Meridian, ID 83642
Phone: 208-489-0417

Meridian, ID 83642
Phone: 208-473-8985
Email: dick.kleint@wseco.com

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

11. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
12. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
13. **Assignment:** It is expressly agreed and understood by the parties hereto, that Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City.
14. **Discrimination Prohibited:** In performing the Work required herein, Contractor shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.
15. **Reports and Information:**
 - 15.1 At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
 - 15.2 Contractor shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
16. **Audits and Inspections:** Subject to applicable laws respecting the protection of privacy and the City's requirement to comply with the Idaho Public Records Act, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Contractor's records with respect to all matters covered by this Agreement. Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

17. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
18. **Compliance with Laws:** In performing the scope of work required hereunder, Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

Certifications.

Pursuant to Idaho Code §§ 67-2359 and 67-2346, Contractor hereby certifies:

- A. That Contractor is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.
 - B. That Contractor is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.
19. **Changes:** The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.
 20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
 21. **Waiver of Default:** Waiver of default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided above.
 22. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.
 23. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
 24. **Order of Precedence:** The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.

enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

26. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Meridian.

CITY OF MERIDIAN:

WESTERN STATES EQUIPMENT COMPANY.:

BY: _____
KEITH WATTS, Procurement Manager

BY: *Jesikah Luangaphay* _____
Jesikah Luangaphay, VP, Finance

DATED: _____

DATED: Dec 2, 2024 _____

Project Manager
David Briggs

EXHIBIT A

SPECIFICATIONS & REQUIREMENTS SCOPE OF WORK

Meridian WWTP - Generator Parrallelling Gear Upgrade

Project Schedule:

Project to begin on or around February 18 of 2025 and will take 4-6 weeks. The City will require a minimum of 2 weeks to demo wire and pull wire before Contractor arrives on site to begin the detailed scope provided below. The City and Contractor will coordinate the schedule for this stage once the projects starts.

Project Includes:

- Contractor will provide and install four (4) New CAT EMCP 4.4 control panel kits. (one for each generator)
 - These will replace the existing controls with a newer controls that have paralleling capabilities and remote communication that will communicate generator, engine and switchgear data to your plant SCADA system.
- Contractor will provide one (1) CAT EMCP 4.4 Master Control. to be installed by the city.
 - The Master Control is the dashboard that sums all the information from the four (4) generator controls and allows operation of the entire system via a touch- screen monitor built into the Master Control.
- There are eight (8) existing breakers, four (4) on the generator sets and four (4) in the old switchgear cabinets. They will all be tested and certified by Contractor and will remain where they are.
 - Existing switchgear line-up with bussing and breakers will remain.
 - Old switchgear controls, gauges and relays will be deactivated, with a coordinated effort between City and Contractor but will not be removed by Contractor.
- The master control will be mounted by the city. Delivery of the Master Control shall be a minimum of 4 weeks prior to Contractor beginning their work.

- The wire from the generators to the Master Control are to be routed, supplied and pulled by the city. The city has determined the existing conduits and switchgear will be sufficient.
 - Wire schedule will be provided by Contractor with the submittal documents. Delivery of the Master Control shall be a minimum of 4 weeks prior to Contractor beginning their work.
- System commissioning and testing will be joint effort between Meridian SCADA team (Marshal) and Contractor's startup team.
 - Confirm City SCADA system can obtain all information required from the master controller. Jacobs needs to be provided with a data map by Contractor before the start up meeting.
 - Contractor will provide data map(s) to the City and Jacobs Engineering with the Master Controller or shortly afterwards before the generator demo takes place.
- Contractor will provide drawings with detailed schematics and wire schedules showing where wires are to be terminated (transfer switch, etc.) and is responsible for terminating them as agreed to within this scope of work.
- Contractor understands the City will provide emergency power as needed as emergency power is not included in this scope of work.
- **The following contains detail as to what existing wiring is to be removed / replaced - and state who will be doing this work.**
 - Wires to be replaced are the control wires from the Engine Controls to the switchgear and to the Master Control performed by the City of Meridian.
 - Contractor will inform the city what type of wire to run and how many and assist by answering questions either on site or over the phone and through drawings/documents reviewed by approximately 11.22.24 with what wires to remove.
 - Large main AC lead wires from breaker to breaker to buss will remain.
 - Additional wiring may need to be added from the City ATS (outside) to the switchgear. Contractor will look at the ATS to see how many wires are currently pulled from the ATS to the Switchgear. Western States also needs to check and see if "Form C" contacts are in the ATS. Pulling wire from the ATS to the gear (if required) are the responsibility of the City.

- **The following details exactly what will be provided with the “wire schedule “ by Contractor.**
 - The wire schedule will be provided by Contractor also putting together the EMCP 4.4 engine control kits.
 - The Contractor will create the wire schedule upon the Contractor’s receipt of the PO from the City.
 - The reason for this is they are custom panels designed for your site.

- **Please define who is responsible for terminating, and labeling all the wiring**
 - Contractor will label and terminate all the control wires from the generators to the Master Control.
 - City of Meridian will pull the wire and coil up in the switchgear, and Master Control as coordinated by Contractor and as specified in Contractor’s provided drawings/documents.

- **Please define who is providing as-builds for each generator and for the gear / main controller.**
 - Contractor will provide as-builds.
 - Due to this being a custom project, the as-build drawings will be provided approximately 4 weeks after completion.

- **Please confirm Contractor will be inspecting the existing electrical buss and re-torquing all connections as if it were a new install.**
 - Contractor will NOT inspect the buss or retorquing the buss connections.
 - Contractor or its employees are not licensed electricians.

- **Please confirm a detailed testing and start up plan, which includes all SCADA interfacing, will be included.**
 - Contractor will be performing the startup on the generators and testing of the paralleling switchgear system.
 - Contractor will provide register numbers (data map) and help the City’s SCADA project management team by answering questions over the phone or in person.
 - A start up plan submitted by Contractor must be approved by the City a Minimum of 4 weeks (assumed January 20, 2025) before the beginning of demo which is anticipated to begin February 18, 2025.

- An in-person start up meeting will be held approximately January 27, 2025, with Contractor, Jacobs Engineering, and City after the plan has been approved and before the demo has begun.
- Data map to be included with document(s) to be approved by the City.
- **Please identify how much of the 4–6-week shutdown time is allocated for the city to perform demo, install etc.**
 - Contractor and City will work in the room together to minimize down time.
 - Contractor will do a walk through with the City's project management team prior to beginning work.
 - The Master Control is currently located at the Contractor's facility, and it will be delivered to the City upon the Contractor's receipt of PO from the City.
 - The generator shutdown date will be approximately February 18, 2025. At final acceptance, a one (1) year warranty will be provided.

EXHIBIT B

AGREEMENT PAYMENT SCHEDULE

Agreement includes the purchase/supply/delivery of Generator Parallel Switchgear Upgrade for WRRF including Any incidentals as required for this chemical. Line Item pricing below will be used for invoice verification and any additional increases / decreases in work requested by City. The City will pay the Contractor based on this actual quantity purchased / supplied / delivered of these services, supplies, and equipment in accordance with the Agreement documents.

AGREEMENT PRICING SCHEDULE				
Item No.	Description	Estimated Quantity	UOM	Total Cost
1	Generator Parallel Switchgear Upgrade For WRRF	1	LS	\$211,914.12






2024-11-27 Agreement For Supply - Generator Parallel Switchgear Upgrade For WRRF (WSE Comments 12-2-24)

Final Audit Report

2024-12-03

Created:	2024-12-02
By:	Fallon Urquhart (Fallon.Urquhart@wseco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARVnmtclx3INMm6P_QRVoyZavLYO9rQGf

"2024-11-27 Agreement For Supply - Generator Parallel Switchgear Upgrade For WRRF (WSE Comments 12-2-24)" History

-  Document created by Fallon Urquhart (Fallon.Urquhart@wseco.com)
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-  Document emailed to Jesikah Luangaphay (jesikah.luangaphay@wseco.com) for signature
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Signature Date: 2024-12-03 - 0:22:44 AM GMT - Time Source: server
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