

**CONTRACT FOR THE SUPPLY OF
LOW AND MEDIUM VOLTAGE VFD DRIVES - EQUIPMENT PURCHASE
PROJECT #11230.M**

THIS CONTRACT FOR EQUIPMENT / SUPPLIES PROCUREMENT is made this 16th day of October, 2023, 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, and **Columbia Electric Supply**, hereinafter referred to as "SUPPLIER", whose business address is **8645 Westpark St., Boise, ID 83704**.

INTRODUCTION

Whereas, the City has a need for Low and Medium Voltage VFD Drives;
and

WHEREAS, the SUPPLIER is specially trained, experienced and competent to provide and has agreed to provide such equipment;

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 SUPPLIER shall supply the equipment, supplies and services to the City upon execution of this Contract and receipt of the City's written notice to proceed, all items, and comply in all respects, as specified in Exhibit A Scope of Work, Exhibit B Milestone/Delivery/Payment Schedule, Attachment A Columbia Electric Supply Proposal No. Q1094541 dated 8/21/2023, Attachment B Columbia Electric Supply Proposal No. Q1094721 dated 8/30/2023, and Attachment C CED Sales Terms and Conditions, which by this reference are incorporated herein.
- 1.2 The SUPPLIER shall provide all equipment and services under this Contract consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions and the terms of this contract. The SUPPLIER 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 Contract and that are in effect at the time of performance of this Contract.

2. Consideration

- 2.1 The SUPPLIER shall be compensated on a Fixed Price basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof, for the Not-To-Exceed amount of **\$1,087,999.92**.
- 2.2 The SUPPLIER 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 SUPPLIER under the terms and conditions of this Contract. Payment of all taxes and other assessments on such sums is the sole responsibility of SUPPLIER.
- 2.3 Except as expressly provided in this Contract, SUPPLIER 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 Contract, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, SUPPLIER shall not be entitled by virtue of this Contract 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.

3. Term:

- 3.1 This Contract shall become effective upon execution by both parties, and shall expire upon (a) completion of the agreed upon work, or (b) unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.
- 3.2 Should SUPPLIER default in the performance of this Contract or materially breach any of its provisions, City, at City's option, may terminate this Contract by giving written notification to SUPPLIER.
- 3.3 Should City fail to pay SUPPLIER all or any part of the compensation set forth in Exhibit B of this Contract on the date due, SUPPLIER, at the SUPPLIER's option, may terminate this Contract if the failure is not remedied by the City within thirty (30) days from the date payment is due.

4. Liquidated Damages:

SUPPLIER shall be liable to the City for any delay beyond the Milestone dates specified in Tasks 1 and 2 for the Low and the Medium Voltage VFD Drive outlined within Exhibit B Milestone/Delivery/Payment Schedule in the amount of \$72 (Seventy-Two Dollars) per calendar day Not-To-Exceed \$21,759.99 (Twenty-One Thousand Seven Hundred Fifty-Nine Dollars and Ninety-Nine Cents) equaling two percent of the contract value. Such payment shall be construed to be liquidated damages by the Supplier in lieu of any claim or damage because of such delay and not be construed as a penalty.

5. Termination:

The CITY shall have the right to terminate this Contract as follows:

1. If SUPPLIER violates any of the covenants, Contracts, or stipulations of this Contract, falsifies any record or document required to be prepared under this Contract, engage in fraud, dishonesty, or any other act of misconduct in the performance of this contract or Stipulation of this Contract, CITY shall thereupon have the right to terminate this Contract by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.
2. If SUPPLIER breaches this Contract by failing to materially fulfill in a timely and proper manner its obligations under this Contract, CITY shall thereupon provide a notice of intent to terminate the contract and give SUPPLIER a 30-day cure period during which SUPPLIER shall prepare a detailed plan to address the issues raised by the CITY. If in the CITY's opinion, SUPPLIER's plan fails to address the said issues, CITY shall thereupon have the right to terminate this Contract by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.
3. If the City Council determines that termination of the contract is in the best interest of the CITY, CITY shall thereupon have the right to terminate this Contract by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination provided always that if such termination is not due to SUPPLIER's fault, it shall be deemed a termination for convenience and CITY shall pay SUPPLIER for work performed, in accordance with this contract up to the date of termination."

Notwithstanding the above, SUPPLIER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by SUPPLIER, and the CITY may withhold any payments to SUPPLIER for the purposes of set-off until such time as the exact amount of damages due the CITY from SUPPLIER is determined. This provision shall survive the termination of this Contract and shall not relieve SUPPLIER of its liability to the CITY for damages.

6. Independent SUPPLIER:

- 6.1 In all matters pertaining to this Contract, SUPPLIER shall be acting as an independent SUPPLIER, and neither SUPPLIER nor any officer, employee or agent of SUPPLIER will be deemed an employee of CITY. Except as expressly provided in Exhibit A, SUPPLIER 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 Contract shall be made by the CITY.

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

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

7. Indemnification and Insurance:

7.1 SUPPLIER 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 Contract by the SUPPLIER, its servants, agents, officers, employees, guests, and business invitees, caused by or arising out of SUPPLIER's negligence or willful misconduct. SUPPLIER shall maintain, and specifically agrees that it will maintain, throughout the term of this Contract, 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, Professional 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, SUPPLIER 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 Contract by the SUPPLIER or SUPPLIER's officers, employs, agents, representatives or sub-SUPPLIERS and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. SUPPLIER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing SUPPLIER'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 SUPPLIER begins performance of it's obligations under this Contract. In the event the insurance minimums are changed, SUPPLIER 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.

- 7.2 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 SUPPLIER shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 7.3 To the extent of the indemnity in this contract, SUPPLIER'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 SUPPLIER's insurance and shall not contribute with SUPPLIER's insurance except as to the extent of City's negligence.
- 7.4 The SUPPLIER'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 Suppliers 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 Supplier and Supplier'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. Bonds:

Payment and Performance Bonds are required on all Public Works Improvement Projects per the ISPWC, which by this reference are made a part hereof. Contractor is required to furnish faithful performance and payment bonds in the amount of 100% of the contract price issued by surety licensed to do business in the State of Idaho with a Best's rating of no less than A-. In the event that the contract is subsequently terminated for failure to perform, the contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

9. Warranty:

In addition to any warranty required in the specifications, all equipment, coatings, valves, controls, and other components provided under this Contract shall be guaranteed for *two (2) years* against defects in workmanship and materials from the notice of the City's approval/acceptance. SUPPLIER will submit the two-year written Warranty Certificate/Information with their submittal of each Low and Medium Voltage VFD Drive during the submittal process.

10. Notices:

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Contract, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Meridian:
Procurement Manager
33 E. Broadway Avenue
Meridian, Idaho 83642
Phone: (208) 489-0417
Email: kwatts@meridiancity.org

Columbia Electric Supply:
Attn: Nathan Laing
8645 Westpark St.
Boise, ID 83704
Phone: (208) 791-5950
Email: nate.laing@ced.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 Contract, 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 Contract.

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 Contract by the party so failing to perform.

“Buyer and Seller agree that time is of the essence of this Contract and that Buyer will suffer damages if Seller's equipment is not delivered to Buyer within the times specified herein. Further, Buyer and Seller recognize the delays, expense and difficulties involved in proving the actual damages suffered by Buyer if Seller's equipment is not delivered on time. Accordingly, and in lieu of requiring proof of such damages, Seller agrees to pay, as liquidated damages for delay (but not as a penalty) \$72 per calendar day Not-To-Exceed \$21,759.99 equaling two percent of the contract value that expires after the times specified herein, subject to the following limitation:

THE PAYMENT OF LIQUIDATED DAMAGES BY SELLER IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DELAYS. NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY EXPRESSLY PROVIDED HEREIN, SELLER'S LIABILITY FOR DELAY SHALL NOT EXCEED A 100% OF THE PRICE PAID TO SELLER UNDER THE CONTRACT.”)

13. Assignment:

It is expressly agreed and understood by the parties hereto, that SUPPLIER shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Contract except upon the prior express written consent of CITY.

14. Discrimination Prohibited:

In performing the Work required herein, SUPPLIER 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 Contract.

15.2 SUPPLIER shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Contract for a minimum of four (4) years from the termination or completion of this or Contract. 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:

At any time during normal business hours if the City believes the Supplier is in breach of the contract or as required by state and federal law, there shall be made available to the CITY for examination all of SUPPLIER'S records with respect to all matters covered by this Contract. SUPPLIER 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 Contract.

17. Force Majeure

Neither party shall be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following Force Majeure events,

provided the event is beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophe, national strike, fire, or explosion. Force Majeure shall temporarily suspend the Contract until the Force Majeure event ceases.

18. Publication, Reproduction and Use of Material:

No material produced in whole or in part under this Contract 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 Contract.

19. 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.

20. 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 SUPPLIER'S compensation, which are mutually agreed upon by and between the CITY and SUPPLIER, shall be incorporated in written amendments which shall be executed with the same formalities as this Contract.

21. Construction and Severability:

If any part of this Contract is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Contract so long as the remainder of the Contract is reasonably capable of completion.

22. Waiver of Default:

Waiver of default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided above.

23. Advice of Attorney:

Each party warrants and represents that in executing this Contract. It has received independent legal advice from its attorney's or the opportunity to seek such advice.

24. Entire Contract:

This Contract contains the entire Contract of the parties and supersedes any and all other Contracts or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. Order of Precedence:

The order of precedence shall be the contract agreement and all exhibits followed by attachments A, B, C.

26. Applicable Law:

This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

27. Approval Required:

This Contract shall not become effective or binding until approved by the City of Meridian.

28. Ownership of Materials and Licenses.

Ownership of Materials and Licenses. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent, unless otherwise required by Idaho or Federal law. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

29. Limitations of Liability

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED 140 PERCENT OF THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

CITY OF MERIDIAN:

COLUMBIA ELECTRIC SUPPLY:

BY: _____
Keith Watts, Procurement Manager

BY:  _____
Nathan Laing, Division Manager

Dated: _____

Dated: 12/15/23

Approved by City Council: _____

EXHIBIT A

SCOPE OF WORK

REFER TO COLUMBIA ELECTRIC SUPPLY PROPOSAL NOS. Q1094541 DATED 8/21/2023 AND Q1094721 DATED 8/30/2023, ALL ATTACHMENTS AND ALL EXHIBITS INCLUDED IN THIS CONTRACT FOR THE SUPPLY OF LOW AND MEDIUM VOLTAGE VFD DRIVES - EQUIPMENT PURCHASE ARE BY THIS REFERENCE MADE A PART HEREOF.

This project consists of supplying Low and Medium Voltage VFD Drives specified in Columbia Electric Supply Proposal Nos. Q1094541 and Q1094721 for the City's WRRF Aeration Basin 1-4 Retrofit and 9-10 Upgrade Project located at the City's Wastewater Resource Recovery Facility (WRRF).

EXHIBIT B

MILESTONE / PAYMENT SCHEDULE

A. Total and complete payments for this Agreement shall not exceed \$1,087,999.92.

TIME OF COMPLETION / DELIVERY / PAYMENT SCHEDULE

Contract includes furnishing all labor, materials, equipment and incidentals as required per the Scope of Work including all Exhibits and Attachments of this Contract.

LOW VOLTAGE VFD DRIVE

MILESTONE DATES / PAYMENT SCHEDULE			
Task	Description	Due Date	Compensation
1	Approval of Submittals.	▪ 16 Weeks = 112 Calendar Days From PO Date and No More Than Plus 1-2 Days for FRO Also From PO Date.	\$46,363.13
2	Delivery to Jobsite.	▪ 72-76 Weeks = 532 Calendar Days From PO Date and No More Than Plus 1-2 Days for FRO Also From PO Date.	\$216,361.24
3	Start-Up, Testing & Operation & Maintenance Manuals.	▪ October 1, 2025.	\$46,363.13
CONTRACT PAYMENT TOTAL: \$309,087.50			

MEDIUM VOLTAGE VFD DRIVE

MILESTONE DATES / PAYMENT SCHEDULE			
Task	Description	Due Date	Compensation
1	Approval of Submittals.	▪ 16 Weeks = 112 Calendar Days From PO Date and No More Than Plus 1-2 Days for FRO Also From PO Date.	\$116,836.86
2	Delivery to Jobsite.	▪ 72-76 Weeks = No Later Than 532 Calendar Days From PO Date and No More Than Plus 1-2 Days for FRO Also From PO Date.	\$545,238.70
3	Start-Up, Testing & Operation & Maintenance Manuals.	▪ October 1, 2025.	\$116,836.86
CONTRACT PAYMENT TOTAL: \$778,912.42			

ATTACHMENT A

Customer Quote For: CITY OF MERIDIAN

COLUMBIA - BOISE

Quote: Q1094541

Revision #: 017

8645 WESTPARK ST
BOISE ID 83704
Tel: (208)322-1231 Fax: (208)327-0658

Contact Name: SCOTT A. HAMMONS

Job Name: WRRF UPGRADE VFDS
Attn:
Ship To: CITY OF MERIDIAN

Quote Date: 08/21/23
Updated On: 10/11/23
Expires On: 09/20/23

Customer PO #:
Customer PO Date:
FOB: SHIPPING POINT
Freight: PREPAID

LN	Product	Qty Avail	Lead Time	Qty	Price	Per *	Ext Price
01	REF. ATTACHED PROPOSAL #EW_FT2307280947VC						
02	AB PF753 1HP ND N12 LINE ITEM D ON PROPOSAL	0	43 Weeks	2	\$9,285.00	E	\$18,570.00
03	*CLARIFIER CENTRAL MECH 4 & 5*						
04	AB PF753 3HP ND N12 LINE ITEM E ON PROPOSAL	0	43 Weeks	2	\$8,151.25	E	\$16,302.50
05	*RAS MIXER 1 & 2*						
06	AB PF753 5HP ND N12 LINE ITEM F ON PROPOSAL	0	43 Weeks	1	\$9,256.25	E	\$9,256.25
07	*WAS PMP*						
08	AB PF753 15HP ND N12 LINE ITEM G ON PROPOSAL	0	43 Weeks	6	\$10,628.75	E	\$63,772.50
09	*IMP PMPS AERTN BASIN 1,2,3,4,9,10*						
10	AB PF753 20HP HD N12 LINE ITEM H ON PROPOSAL	0	43 Weeks	1	\$11,488.75	E	\$11,488.75
11	*SELECTRO BLWR 1*						
12	AB PF753 40HP ND N12 LINE ITEM I ON PROPOSAL	0	43 Weeks	3	\$12,897.50	E	\$38,692.50
13	*RAS BASIN PMPS 1,2,3*						
14	AB PF753 200HP ND N12 LINE ITEM J ON PROPOSAL	0	43 Weeks	1	\$37,793.75	E	\$37,793.75
15	*AERATION BLWR 3*						
16	AB PF753 350HP ND N12 LINE ITEM K ON PROPOSAL	0	43 Weeks	2	\$54,025.00	E	\$108,050.00
17	*AERATION BLWRS 1,2*						
18	AB SPARE PARTS LINE ITEM O ON PROPOSAL	0	43 Weeks	1	\$3,237.50	E	\$3,237.50
19	*2 SETS OF PWR FUSES EA SIZE & TYPE						
20	*5 CONTROL FUSES OF EA SIZE & TYPE						
21	AB CALCULATED HARMONIC ANALYSIS LINE ITEM P ON PROPOSAL	0	43 Weeks	1	\$923.75	E	\$923.75
22	AB 2 YR WARRANTY - PARTS & LABOR LINE ITEM T1 ON PROPOSAL	0		1	\$1,000.00	E	\$1,000.00
23	AB 2 YR WARRANTY - PARTS ONLY LINE ITEM T2 ON PROPOSAL	0		1	\$1,000.00	E	\$1,000.00
24	*****				NL 12/22/23		KW 12/22/2023
25	INVOICING SCHEDULE FOR ROCKWELL EQUIPMENT:						
26	10% AT PURCHASE ORDER ACCEPTANCE						
27	30% AT RELEASE TO PRODUCTION						
28	60% AT READINESS TO SHIP						
29	*****						

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS. KW 12/22/2023

* Per E = Each, C = Hundred, M = Thousand

ATTACHMENT A

Customer Quote For: CITY OF MERIDIAN

COLUMBIA - BOISE

Quote: Q1094541

Revision #: 017

LN	Product	Qty Avail	Lead Time	Qty	Price	Per *	Ext Price
30	CANCELLATION TERMS FOR ROCKWELL EQUIPMENT:						
31	10% AT PURCHASE ORDER ACCEPTANCE						
32	30% AT ENGINEERING DRAWING GENERATION						
33	75% RELEASE TO MANUFACTURING						
34	100% COMPLETE READY FOR SHIPPING						
35	*****						

Merchandise: \$310,087.50
Total: \$310,087.50

Price will be
\$309,087.50
(declining #23
option)

NL 12/22/23
KW 12/22/2023

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS. [KW 12/22/2023](#)

* Per E = Each, C = Hundred, M = Thousand

ATTACHMENT B

Customer Quote For: CITY OF MERIDIAN

COLUMBIA - BOISE

Quote: Q1094721

Revision #: 013

8645 WESTPARK ST
BOISE ID 83704
Tel: (208)322-1231 Fax: (208)327-0658

Contact Name: SCOTT A. HAMMONS

Job Name: WRRF MV & PT 8 GEAR

Quote Date: 08/30/23

Updated On: 10/11/23

Expires On: 10/19/23

Attn:

Customer PO #:

Ship To: CITY OF MERIDIAN

Customer PO Date:

3401 N TEN MILE RD

FOB: SHIPPING POINT

MERIDIAN, ID 83646-0000

Freight: PREPAY AND CHARGE

LN	Product	Qty Avail	Lead Time	Qty	Price	Per *	Ext Price
01	AB ROCKWELL AUTOMATION CONTENT MV VFD & MCC	0	72 Weeks	1	\$426,588.00	E	\$426,588.00
02	MISC THIRD PARTY CONTENT PT8 GEAR	0	76 Weeks	1	\$239,621.00	E	\$239,621.00
03	MISC PT8 24 MONTH WARRANTY 2% OF SALES PRICE	0		1	\$4,792.42	E	\$4,792.42
04	MISC PT8 30 MONTH WARRANTY 3% OF SALES PRICE	0		1	\$7,188.63	E	\$7,188.63
05	*****		NL 12/22/23	KW 12/22/2023			
06	AB OP1 PER ATTACHED APPENDIX C	0		1	\$37,964.00	E	\$37,964.00
07	*** STARTUP SERVICES FOR MV VFD AND MV MCC ***						
08							
09	*****						
10	*** OP2 - FORMAL TRAINING PER APPENDIX F ***						
11	AB MV6000-LD PFLX 6000 MV OPERATION & MAINT	0		1	\$15,820.00	E	\$15,820.00
12	IN PERSON TRAINING AT CUSTOMER FACILITY						
13	*****						
14	AB OP3 PER ATTACHED APPENDIX E	0		1	\$38,110.00	E	\$38,110.00
15	*** INSTALLATION ASSISTANCE, STARTUP, TESTING, AND						
16	TRAINING FOR MV MAIN BREAKER ***						
17							
18	*****						
19	AB OP4 SPARES PER ATTACHED APPENDIX B.1	0		1	\$12,175.00	E	\$12,175.00
20	AB OP5 SPARES PER ATTACHED APPENDIX B.2	0		1	\$3,842.00	E	\$3,842.00
21	AB OP6 2YR PARTS ONLY WARRANTY	0		1	\$0.00	E	\$0.00
22	FOR MV MCC AND POWERFLEX 6000T ON LINE 1						
23	*****						
24	FREIGHT NOT INCLUDED - FREIGHT TO BE PREPAID AND CHARGED						
25	DELIVERY APPX 72-76 WEEKS ARO PER ATTACHED SECTION 1.12						
26	PROPOSAL VALID FOR 30 DAYS						
27	PAYMENT TERMS NET 30						
28	*****						
29	INVOICING SCHEDULE FOR ROCKWELL EQUIPMENT:						
30	10% AT PURCHASE ORDER ACCEPTANCE						

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS. KW 12/22/2023

* Per E = Each, C = Hundred, M = Thousand

[Terms and Conditions](#)

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ATTACHMENT B

Customer Quote For: CITY OF MERIDIAN

COLUMBIA - BOISE

Quote: Q1094721

Revision #: 013

LN	Product	Qty Avail	Lead Time	Qty	Price	Per *	Ext Price
31	30% AT RELEASE TO PRDUCTION						
32	60% AT READINESS TO SHIP						
33	*****						
34	INVOICING FOR POINT 8 EQUIPMENT:						
35	20% AT PURCHASE ORDER ACCEPTANCE						
36	65% AT RELEASE TO MANUFACTURE						
37	15% AT READINESS TO SHIP						
38	*****						
39	CANCELLATION TERMS FOR ROCKWELL EQUIPMENT:						
40	SEE ATTACHED SECTION 1.1.4						
41	*****						
42	CANCELLATION TERMS FOR POINT 8 EQUIPMENT:						
43	20% AFTER COMMENCEMENT OF DESIGN						
44	85% AFTER ORDERS ISSUED FOR MAJOR COMPONENTS						
45	100% AFTER RELEASE TO MANUFACTURING						
46	*****						

Merchandise: \$786,101.05
Total: \$786,101.05

Price will be
\$778,912.42
(declining #4
option)

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* Per E = Each, C = Hundred, M = Thousand

[Terms and Conditions](#)

ATTACHMENT C

CED SALES TERMS AND CONDITIONS

1. Sales:

All sales are expressly conditional on Buyer's agreement to the standard terms and conditions herein. Any of the terms and provisions of Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after Buyer's receipt hereof, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

2. Third Party Contract Obligations:

In the event that Buyer has contracted for or otherwise assumed with any other party any obligation or liability to an owner, contractor, construction manager, governmental entity, or any other person or entity responsible for the completion of any portion of any project in which Seller's goods will be used, the parties agree that Seller is not a party to such contract. Therefore, Seller does not assume any liability or obligation – including but not limited to any liability or obligation related to governmental regulations or flowdown terms – under any such contract or agreement. Absent a written agreement to the contrary, signed by an authorized representative of Seller, ~~Buyer releases and agrees to defend, indemnify and hold Seller harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Buyer's under any contract or which was assumed by Buyer towards any owner, contractor, construction manager, governmental entity, or other party involving the goods or work supplied by Seller to fulfill any contractual requirement.~~ NL 12/22/23 KW 12/22/2023

3. Important Notice to Federal Customers or Contractors Regarding Country of Origin:

It is Buyer's responsibility to advise Seller in writing whether there are any requirements regarding country of origin for the goods supplied by Seller. Upon request, Seller will provide country of origin information so that Buyer may determine compliance with any applicable governmental requirements or regulations. By purchasing goods without advising Seller of any country of origin requirements, Buyer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

4. Warranties:

The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade name in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material, design, or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole obligation of Seller. Except as to title, SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, liquidated, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the design, manufacture, subsequent sale or use of the goods, including, but not limited to, loss of profit or revenues, loss of use of the products, or any associated equipment, cost of capital, cost of substitute or replacement products, cost of labor associated with substitute or replacement products, facilities, service, or replacement power, down time costs, or claims of Buyer's customers for such damages. Seller's maximum cumulative liability relative to all other claims and liabilities, including

that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the goods or services giving rise to the claim of liability. Seller disclaims all liability relative to gratuitous information or services provided by, but not required of seller hereunder. ~~If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damages.~~ NL 12/22/23 KW 12/22/2023

5. Product Compliance and Suitability:

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of goods for a particular purpose. Certain goods may not be available for sale in all areas. Seller does not guarantee compliance or suitability of the goods it sells with any laws, codes or regulations, nor does Seller accept responsibility for construction, installation and/or use of goods. It is Buyer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the goods are compliant. ABSENT ADVANCE WRITTEN SELLER ACKNOWLEDGEMENT NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH SAFETY-RELATED APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

6. Intellectual Property

Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any goods, Seller will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such goods. This section sets forth Buyer's sole and exclusive remedy against Seller regarding the infringement by any goods of any third party intellectual property rights, including, without limitation, any patents or trademarks.

7. Export Controls and Anti-Corruption:

Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Buyer shall also comply with applicable laws and regulations relating to anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance and laws in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

8. Prices, Delivery, Title and Risk of Loss:

Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title and risk of loss or damage will pass F.O.B. ~~point of shipment~~ Destination to Buyer and each shipment or delivery shall be considered a separate and independent transaction. Unless otherwise quoted, prices for goods shall be those in effect at the time of shipment. Prices for special-order goods may be subject to change prior to shipment; Seller shall notify Buyer of any change, and Buyer may, subject to the Cancellation provisions, ask to cancel the special-order goods if the revised prices are unacceptable, in which case Buyer shall be liable for vendor-related charges due to

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~~the cancellation. Unless otherwise stated, all quotations expire thirty (30) days from the date of the quotation, or such earlier time as Seller provides notice to Buyer if not already accepted. This time limit applies even if Buyer has used the quotation to submit a job or project bid to any other party.~~

9. Excusable Delays:

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Seller will notify Buyer promptly of any material delay and will specify the revised delivery as soon as practicable. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of the delay.

10. Cancellation:

~~Unless the cancellation is due to a default by Seller, once an order is placed with and accepted by Seller, the order cannot be cancelled, unless Seller consents in writing. If an order is cancelled, Buyer shall reimburse Seller for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees.~~

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11. Returns:

Merchandise is not returnable without the written consent of Seller. Requests for permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both the customer's shipping container and the related debit memo. Only current items in their original cartons standard package quantities are subject to return. All unauthorized returns will be sent back to Buyer at Buyer's expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. ~~Credit will be issued, less any transportation charges and service charges, to cover handling, inspection, counting, repacking, etc.~~

12. Payments and Financial Conditions:

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~~Unless otherwise provided, deduct percentage cash discount shown in C/D column from total due (which is intended to include sales tax, if any is charged) if paid by 10th of the month following purchase, otherwise net payment is due by the 15th of the month following purchase. All payments will be completed net thirty days after receipt of Invoice(s).~~ NL 12/22/23 KW 12/22/2023

~~A service charge of 1 1/2% per month, but not to exceed the highest amount allowed by applicable state law, shall be made on all sums due Seller that have not been paid within thirty (30) days from the invoice date, and Buyer agrees to promptly pay said service charge. If Seller commences litigation or employs attorneys to collect payment of any amounts due it from Buyer, Buyer agrees to pay reasonable attorney's sums which may be due.~~ NL 12/22/23 KW 12/22/2023

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. If Seller consents to delay shipment after receipt of any specially ordered products, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent and has the ability to pay its obligations as they become due. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at anytime prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntary or involuntary, under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights as they are available to it at law or in equity.

13. Disclosure of Information:

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

14. Electronic Interchange of Data:

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in any writings are intended to authenticate the writing and to have the same force and effect as manual signatures. If Buyer and Seller mutually agree to use an electronic method or system to facilitate purchase and sale transactions, Buyer agrees that it will not contest: (i) any contract of sale resulting from such electronic means of data exchange under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of electronic records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Buyer and Seller will negotiate and agree on technical standards and methods to use in making electronic purchases, and will use reasonable security procedures to protect electronic records from improper access. In the event of a conflict, the business records maintained by Seller regarding electronic purchases made by customer shall be deemed to be conclusive.

15. Taxes:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale, or delivery of any product or services furnished hereunder, or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

16. Claims Against Seller:

In order to give Seller a reasonable opportunity for investigation, any claim by Buyer against Seller based wholly or in part upon, or any manner related to this agreement and/or merchandise sold hereunder, shall be made in writing and delivered to Seller within (30) days after the date of sale or occurrence giving rise to the claim, whichever shall be later; otherwise such claims shall be waived. Each notice of claims shall set forth fully the facts on which the claim is based. Any action based on such claim, or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has accrued.

17. General:

Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938 as amended and applicable. Seller will comply with applicable Federal, State, and local laws and regulations as of the date of any quotation, which relate to (i) non-segregated facilities and Equal Employment Opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11246 as amended) and (ii) Worker's Compensation. Price and, if necessary, ~~delivery will be equitably~~

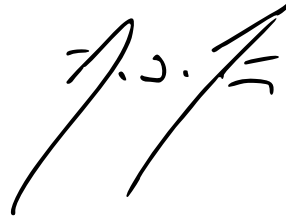
~~adjusted to compensate Seller for the cost of compliance with any other laws and regulations.~~ NL 12/22/23
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The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void. Any representation, promise, course of dealing, or trade usage not contained or referred to herein, will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative. The validity, performance and all matters relating to the interpretation and effect of this agreement or any amendment hereto shall be governed by the Uniform Commercial Code as in effect in the state of Idaho in which ~~Seller's~~ Buyer's place of business is located. Waiver by Seller of any default by Buyer hereunder shall not be deemed a waiver by Seller of any default by Buyer which may thereafter occur.

18. Paragraph Headings:

Paragraph headings are inserted for convenience only and shall not be deemed to limit or affect the scope of the provisions contained therein.

Rev. 06-2022



Nate Laing
12/22/23