



**BUYERS INFORMATION:**

Quote Requested by	John Alligood
Company	City of Round Rock
Address	Round Rock, TX
Phone	512-801-4446
Email	jalligood@roundrocktexas.gov
Service Contact	Justin Cummings
Phone	337-354-9436
BUYER PO NO.	
DUNS #	

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if GE elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

QUOTATION NO.	DA062017-ROUNDRROCK-PB2 R2
DATE	October 4, 2017

**SUBMIT PURCHASE ORDER TO:**

**GENERAL ELECTRIC INTERNATIONAL INC. (GE):**

GE Contact	Lil Higgins
Address	GE International Inc. 3100 Technology Drive Ste. 200 Plano, TX. 75074
Phone	469 808 0754 972 767 4291
Email	Energy.Gulf_ind_Orders@ge.com

**REMIT PAYMENT TO:**

**GENERAL ELECTRIC INTERNATIONAL INC.**  
PO Box 281997  
Atlanta, GA 30384

**Work Services Description**

GE Industrial Solutions (GEIS) is pleased to offer this firm price proposal for the replacement of three (3) obsolete 2000AF/1600AT 480V PowerBreak Breakers with new 2000AF/1600AT PowerBreak 2 Breakers, and the replacement of three (3) obsolete 1600AF/1600AT PowerBreak Breakers with new 1600AF/a600AT PowerBreak 2 Breakers at the City of Round Rock Water Treatment Facility in Round Rock, TX. The workscope will be executed at a time that is mutually agreeable to both the Customer and GEIS. For estimating purposes, GEIS has assumed and outage will be scheduled after-hours, Monday-Thursday. GEIS is also giving the Customer the option of changing out one (1) breaker per outage (6 outages and mobilizations), or of changing out three (3) breakers per outage (2 outages and mobilizations).

**Equipment and Material Included:**

GEIS will provide the following material as part of this workscope:

- Three (3) 480V 2000 Amp Frame with 1600 Amp Trip GE PowerBreak 2 Breakers, each with
  - New Trim Plate
  - Kirk Lock Provision
  - Bolt-in Construction
- Three (3) 480V 1600 Amp Frame with 1600 Amp Trip GE Powerbreak 2 Breaker, each with
  - New Trim Plate
  - Kirk Lock Provision
  - Bolt-in Construction

**Workscope:**

GEIS will provide the manpower and material listed above to replace the existing Main-Tie-Main (M-T-M) Powerbreak breakers with new Powerbreak 2 breakers in two (2) switchboard line-ups at the City of Round Rock Water Treatment Facility. The existing M-T-M kirk interlock scheme will be replicated and confirmed.

The new PowerBreak 2 breakers will be commissioned as follows

**LOW VOLTAGE FIX MOUNTED, INSULATED CASE, CIRCUIT BREAKERS**

- The circuit breaker will be manually operated and inspected for proper open and close operation.
- The primary contact resistance of each phase will be measured with a ductor and recorded.
- Using a megohmmeter measure phase-to-phase and phase-to-ground insulation resistance.
- The circuit breakers equipped with solid state or microprocessor programmers (LSI) will be tested with via secondary current injection. The existing trip unit settings will be duplicated within the new Entelliguard Trip Units.
- The kirk lock M-T-M scheme will be verified to match the existing

Upon completion of the installation and commissioning, GEIS will provide one (1) electronic copy of an Engineering Appraisal Report to include the following:

- Workscope
- Equipment
- Test Procedures and Data Sheets
- Conclusions and Recommendations

## Price, Terms and Conditions

GE will provide the material and services, as described above, for the following firm price:

One Hundred Eighty-Six Thousand Dollars .....

\$ 186,000.00 (USD)

Breakout Pricing as follows:

Three (3) 2000AF Breakers .....	\$ 67,160.00 (LOT)
Three (3) 1600A Breakers .....	\$ 64,375.00 (LOT)
Installation and Commissioning (6 Breakers) .....	\$ 54,465.00 (LOT)

Note: Breakouts for accounting purposes only. Price above is contingent on complete package purchase

- Price is valid for work completed by March, 2018
- Invoice(s) to be issued upon receipt of equipment and completion of workscope
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and Terms and Conditions for Sale of Products and Services Form ES 104 (Rev 4) ("Terms and Conditions") as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon GE unless specifically agreed to in writing by GE's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and GE's performance of work shall constitute assent to the Terms and Conditions. Oral agreements and/or commitments to perform services are not enforceable.

## Additional Services

Should the Buyer desire to have GE perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "A".

## Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with GE's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or GE's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize GE personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. GE shall be under no obligation to commence work unless safety practices are acceptable to GE. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
  - Directing GE personnel in identifying and isolating the proper electrical equipment.
  - Shutting down electrical equipment in an emergency and providing emergency response during high risk operations including electrical work when a single GE representative is dispatched. This person must be visually present during all electrical work and high risk operations. If not present then GE will stop work and notify the Buyer.
  - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including: closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.

- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, if required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to GE, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of GE to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. GE would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

#### Assumptions and Clarifications

- On-site work will be performed at a time that is mutually agreeable to both the Customer and GEIS, Monday-Friday, 08:00-17:00, excluding Holidays and Weekends
- Any items or services not specifically outlined herein are not included.
- Circuit breakers equipped with thermal or thermal-magnetic trips (Molded Case Breakers) will not be tested via primary current injection
- Relay and trip unit settings will be provided by others in an electronic software format.
- Data Mapping, set-points and communication with new or existing equipment is not included within this scope.
- GE assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that GE obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, GE shall notify the Buyer. If such condition(s) exist and this causes an increase in GE's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of GE, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of GE occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by GE) or should the Buyer desire to have GE perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all GE project management, field engineers, field engineering service technicians and/or craftsmen.
- GE expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of GE employees' travel from their headquarters to work site and return, shall be considered as time worked. GE requires a minimum two (2) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by GE or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and GE's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion." "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

## GENERAL ELECTRIC INTERNATIONAL, INC.

By:	Roger Andrews		
Title:	Senior Sales Manager		
Email:	roger.andrews@ge.com		
Phone:	2281-740-2145	Fax:	

## BUYER:

Company:			
By:	(Signature)		
Title:			
Email		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to GE. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of GE.

## Commercial Rates for Industrial Services

Effective: March, 2017

## 8-Hour Daily Rates U.S. Dollar

Service Description	Weekday	Saturday	Sunday / Holiday
<b>Field Services</b>			
Field Engineer	\$2,090	\$3,014	\$3,938
Specialized Field Engineer	\$2,552	\$3,707	\$4,862
Consulting Engineer	\$3,675	\$5,197	\$7,114

## Service Center

Service Center Specialist	\$2,090	\$3,014	\$3,938
Service Tech Work Leader	\$1,713	\$2,473	\$3,218
Service Technician	\$1,654	\$2,363	\$3,066

Phone Support \$1,100/week

## Tooling Rates

IR Camera	\$75/day	\$100/week
Marathon Test Set	\$125/day	\$500/week
Online Motor Test Set	\$250/day	\$1,000/week
Offline Motor Test Set	\$250/day	\$1,000/week
Primary Current Injection Set	\$350/day	\$1,400/week
Relay Test Set	\$300/day	\$2,000/week
Power Factor Test Set	\$500/day	\$2,000/week
Vacuum Oil Processor	\$2,500/day	

## Field Engineer

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and do not include design effort.

## Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance and upgrade work associated with:

- Medium voltage motors, & generators
- Paneling Switchgear
- Synchronous motors & generators, including excitation
- Medium voltage drives
- Legacy drive products, including: DC/AC2000, DC/DC/AC300, Innovation, Sifran & Voluval
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work with a minimum 14 hour / day billing. Platform work requires a pay differential.

## Consulting Engineer

Consulting engineers provide services requiring a high level of engineering or technical expertise and typically include analysis and diagnosis of a problem. A consulting engineer has specialized background, experience, and training in application, design, analysis, systems and automation.

## Service Center

**Service Center Specialist:** Provides overall coordination and technical leadership on-site and in shop of service craftsmen and Work Leaders.

**Service Center Work Leader:** Provides on-site and in shop hands on leadership of GE craftsmen on a per shift basis.

**Service Technicians:** Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid & LTC)
- Motors, Drives & Controls Equipment
- Switchgear
- Mechanical
- Hydr (Electrical, Mechanical) & Controls

GE Energy Connection's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both GE and non-GE equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

For more information contact your local GE office or call our 24x7 customer service center at 888-434-7578 or 540-387-8817 or visit us at [www.ge.com/industrialconnections](http://www.ge.com/industrialconnections)

## Typical Installations, Services, Repairs, and Products:

- Transformer Including Mechanical, Electrical, Fluid & LTC
- Power Delivery Equipment
- Motors, Drives and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

## Rate Terms

1. Work greater than 8 hours per day is billed per hour. Overtime Double Time

Field Engineer	\$346.00	\$462.00
Specialized Field Engineer	\$433.00	\$577.00
Consulting Engineer	\$644.00	\$858.00
Service Center Specialist	\$346.00	\$462.00
Service Tech Work Leader	\$278.00	\$371.00
Service Technician	\$264.00	\$352.00

For less than 24 hour response, a 1.35 multiplier is used for daily, overtime and double time rates.

Overtime applies to billable weekday hours 9-12. Double time applies to: Billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

2. Preparation, travel, and/or report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the GE Representative's official service center.

3. Additional travel and living expenses include:

Overnight stay	\$160 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

4. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local GE representative for a local per diem rate.

5. Materials, subcontract labor and equipment required to support GE will be provided at cost + 35%.

6. All equipment is FOB shipping point, seller's dock with freight prepaid and charged 3% of material price. A minimum per shipment charge of \$100.00 shall apply. Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.

7. Consult with local GE office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.

8. All rates are for hours worked, traveled, or on standby and are based on GE's standard terms and conditions of sale (Form ES 104 Rev 4). Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.

9. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.

10. Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$100
TWIC Card	\$250
BIOSSET + HIVEI	\$1,500

Notes: All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.

11. All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.

\*\* The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/fee that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact GE to see if a Location Premium applies to your location.





## Terms and Conditions for Sale of Products and Services

Form ES 104 (Rev. 4)

**NOTICE** Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

### 1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these Terms and Conditions for Sale of Products and Services, including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

### 2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. If the Contract Price is less than U.S. Two Hundred Fifty Thousand Dollars (\$250,000), Seller shall issue invoices upon shipment of Products and as Services are performed. If the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pre-advance payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to a matching extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

### Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

### 4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item.

departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of

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GE Confidential and Proprietary

exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred, (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due, (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices, and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

### 5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

### 6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates, (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party, (iii) is independently developed by Receiving Party or its representatives or

affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

### 7. Intellectual Property

Page 6 of 8

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

#### 8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

#### 9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws, (ii) Automobile Liability Insurance with a combined single limit of \$2,500,000.00, and (iii) Commercial General Liability or Public Liability Insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

#### 10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

#### 11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment commitment.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

#### 12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

#### 13. Environmental, Health and Safety Matters

Quote Number: DAQ62017-ROUNDRACK-PB2 R2  
IndService\_Standard\_Proposal\_Template\_102316 RevA

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out-tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

#### 14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

#### 15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but to no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

#### 16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following:

(a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either Cobb County, Georgia or the location of Buyer's principal place of business, or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of US \$5,000,000, in which event it

shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 and/or the nuclear use restrictions set forth in Section 19.1, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 16.2.

#### 17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

#### 18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these Terms and Conditions for the Sale of Products and Services, Form ES 104 and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

#### 19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

#### 20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial items" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.





Mr. John Alligood  
Utility Systems Integrator  
WTP City of Round Rock

October 5<sup>th</sup> 2017

Dear Mr. Alligood:

This letter is in reference to GE Industrial Solutions Quotation DA062017-ROUNDROCK-PB2 R2 for the upgrade modifications to the existing GE PowerBreak I (PB1) Breakers located at the Water Treatment Plant in City of Round Rock. Existing PB1 Breakers are now obsolete and have been replaced with the new GE Powerbreak 2 (PB2) Breakers. As the OEM (Original Equipment Manufacturer), GE has developed a retrofit solution for, and is proposing the retrofit of, the obsolete PB1 Breakers with the new PB2 Breakers. This retrofit, utilizing GE equipment and GE Field Services for installation and commissioning, is the only solution recognized by GE, the OEM, for continued operation and reliability.

As the OEM, GE does not recognize any non-OEM breakers as an adequate replacement for the obsolete PB1 Breakers, nor does it authorize any service organization other than GE Services to install and commission the replacement PB2 breakers. GE OEM warranty applies.

Should modifications be made by non-GE service personnel, GE cannot provide, whether implied or otherwise, any equipment or service warranty. Additionally, non-OEM upgrades may void any UL listing on the GE Equipment.

Please feel free to contact us directly should you have questions, concerns, or comments regarding our offering

Sincerely,

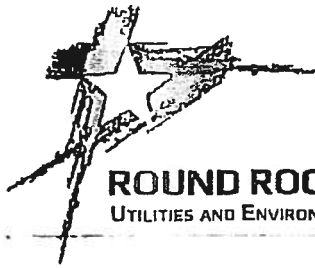
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**ROUND ROCK TEXAS**  
UTILITIES AND ENVIRONMENTAL SERVICES DEPARTMENT

**Mayor**  
Craig Morgan

**Mayor Pro-Tem**  
Will Peckham

**Councilmembers**  
Tammy Young  
Rene Flores  
Frank Leffingwell  
Writ Baese  
Kris Whitfield

**City Manager**  
Laurie Hadley

**City Attorney**  
Stephan L. Sheets

September 7, 2017

Attn: Michael Schurwon / Purchasing

## Water Treatment Plant Main Circuit Breaker Replacement Background and Rationale

The City retained CDM Smith to develop an Engineering Report evaluating specific utility infrastructure needs at the Water Treatment Plant. The report includes a recommendation that the Water Treatment Plant Main Circuit Breakers be replaced under a turn-key project by the original equipment manufacturer (OEM), General Electric.

The Circuit Breaker replacement recommendation is based on the IEEE Yellow Book, Maintenance, Operation, and Safety of Industrial and Commercial Power Systems. The existing circuit breakers have become obsolete and replacement parts are no longer available. This is further expanded upon in the following excerpts from the engineering report:

- Quoting section 1.1.3 of the Engineering Report, "Another factor in maintainability is equipment obsolescence. Electrical equipment with electronics may have a useful life of less than 20 years as Manufacturers' designs are upgraded on a shorter design cycle and spare parts are no longer available."
- Quoting section 1.2.1 of the Engineering Report concerning Switchboards DS-2 and MCC-6R/6L, "GE has discontinued manufacturing the Power Break circuit breaker in 2008 and the remaining inventories of these breakers are now depleted."
- Quoting section 3.4 of the Engineering Report, "Switchboard DS-2 and motor control center MCC-6R/6L have obsolete circuit breakers installed within them and it is recommended that they be upgraded by the original equipment manufacturer (OEM). The OEM has provided a quote for the turn-key services required to upgrade/retrofit the discontinued circuit breakers. The replacement would be phased such to minimize any plant downtime. The quote has the proposed work description and is located in Appendix B."


Failure of one or more of the circuit breakers in question would result in the water treatment plant being out of service. With original replacement parts no longer manufactured or available, the downtime of the plant associated with a circuit breaker failure would be significant. The OEM, General Electric, is experienced with upgrading and retrofitting their discontinued circuit breakers. Due to the critical nature of this piece of equipment, the OEM should be used in order to minimize plant downtime and reduce the risk to the project and water system.

For these reasons, we are requesting the City take CDM Smith's recommendations to hire General Electric to replace the Circuit Breakers as described in Appendix B of CDM Smith's engineering report.

# TECHNICAL MEMORANDUM

## WTP & Lake Georgetown Pump & Power Modifications Preliminary Engineering

Final Report

*Mark G. Handley*  
  
06/30/2017

*David C. Briggs*  
  
30 JUNE 2017

City of Round Rock, Texas

June 2017

**CDM  
Smith**

TBPE Firm Registration No. F-3043

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- IEEE Gold Book - Design of Reliable Industrial and Commercial Power Systems
- IEEE Emerald Book - Powering and Grounding Sensitive Electronic Equipment

### 1.1.3 Maintainable Criteria

Electrical systems require periodic maintenance. Adequate maintenance is a key component of a reliable system. Electrical maintenance activities typically include infrared testing for hot spots, torquing of electrical connections, cleaning and lubrication of equipment, and testing of protective devices to insure they will function correctly when called upon to do so. With the exception of infrared testing, the electrical maintenance activities described previously must be done with the equipment de-energized. In a continuous process plant such as a water treatment plant, an electrical system design that allows for shutdown of electrical equipment for maintenance yet still maintaining the process is crucial.

Another factor in maintainability is equipment obsolescence. Electrical equipment typically has a useful life of 20 to 30 years depending upon the type of equipment. Electrical equipment with electronics may have a useful life of less than 20 years as Manufacturers' designs are upgraded on a shorter design cycle and spare parts are no longer available.

Finally, heavily loaded electrical equipment in hot, humid, dusty and corrosive environments will require more maintenance and earlier replacement than lightly loaded electrical equipment located in clean climate controlled areas.

The IEEE recommended practices concerning maintenance are contained in:

- IEEE Yellow Book - Maintenance, Operation, and Safety of Industrial and Commercial Power Systems

## 1.2 Existing Electrical Systems

This section provides a brief description of the existing electrical distribution system (EDS) at the CORR WTP and Lake Georgetown RWPS that were evaluated during site visits conducted by CDM Smith.

### 1.2.1 CORR Water Treatment Plant Electrical System

The CORR WTP EDS receives utility electrical service from Oncor. CDM Smith evaluated five distinct 480-Volt Services at the WTP. The first three services provide power for the High Service Pump Stations and the remaining services provide power to the plant operations building.

The first service leaves a 1500 KVA (kilo-Volt Amperes) utility owned pad-mounted transformer and terminates into two separate Allen Bradley Bulletin 2100 motor control centers (MCC) **MCC-1** and **MCC-2**. Allen Bradley still supports this product line. **MCC-1** and **MCC-2** are located in the High Service Booster Pump Station building and provide power to the Booster Pumps designated as HSP-01 through HSP-06. The booster pumps have constant speed motors started across-the-line. Power factor correction for each motor is achieved via individual capacitor banks located above the MCCs. The building was constructed in 1981 with modifications occurring in 1999 and 2006. The MCCs are in fair condition but deemed at the end-of-useful life given Task 2 objectives and currently have the following deficiencies:



- **NPFA 70 225.31 and 225.32**- Means are required for disconnecting all ungrounded conductors that supply the building. The generator feeder is connected directly to the switchboard bus without means of disconnect.

The fourth and fifth service leave separate 1500 KVA utility owned pad-mounted transformers and terminate into main-tie-main (MTM) switchboards **DS-1**, **DS-2**, and **MTM MCC-6R/6L** respectively. The switchboards and MCC are in fair condition and have the following deficiencies:

- **NFPA 70E 130.5** – Arc flash risk assessment is required.
- **NFPA 70 110.16** - Electrical equipment such as switchboards and motor control centers require Arc-Flash Hazard Warning Labels.
- **NFPA 70 240.87** – Method to reduce clearing time shall be provided for circuit breakers rated 1200A or higher.
- **Switchboard DS-2 and MCC-6R/6L**- GE has discontinued manufacturing the Power Break circuit breaker in 2008 and the remaining inventories of these breakers are now depleted. Although an engineered solution to replace these breakers has been developed, the overall switchboard is deemed at the end-of-useful life given the age and signs of moderate corrosion on the equipment. The circuit breakers in switchboard **DS-1** have the newer version and do not need to be upgraded.

### 1.2.2 Lake Georgetown Raw Water Pump Station Electrical System

The RWPS EDS receives utility electrical service from Pedernales Electric Cooperative (PEC). CDM Smith evaluated three distinct 2400 Volt services at this site. Each service provides power to a stand-alone electrical building.

The first service leaves a 1000 KVA CORR owned pad-mounted transformer and terminates into Siemens-Allis medium-voltage switchgear. The switchgear powers a Siemens-Allis MCC. Siemens still supports this product line. The electrical equipment is located in its own electrical building and provides power to the Raw Water Pumps designated as RWP-04, RWP-05, and RWP-06. The raw water pumps are constant speed motors started across-the-line (ATL). Power factor correction is provided via capacitor banks located adjacent to the MCC. The building was constructed in 1981. The switchgear and MCC are in fair condition and deemed at the end-of-useful life given their age and Task 2 objectives. The following deficiencies were:

- **NFPA 70E 130.5** – Arc flash risk assessment is required.
- **NFPA 70 110.16** - Electrical equipment such as switchgear and motor control centers require Arc-Flash Hazard Warning Labels.

The second service leaves a 1000 KVA CORR owned pad-mounted transformer and terminates into GE 1200 A LimitAmp medium-voltage switchgear. GE still supports this product line. The switchgear in-turn powers three Robicon VFDs. Siemens now owns Robicon and provides support for the Robicon line. The electrical equipment is located in its own electrical building and provides power to the Raw Water Pumps designated as RWP-07, RWP-08, and RWP-09. The

- Connect one of the backwash pumps BWP-01 or BWP-02, and one or more of the high service pumps to SWGR-5. HSPS building will ultimately experience an extended power outage. The use of the existing generator via the new switchgear could be utilized temporarily for backwash pump operations and even high service pump operations while the utility transformer secondary service is installed.
- Remove switchboard DS-5 in its entirety. Connect the remaining loads to the new switchgear.
- Similar type of sequencing could be applied to Electrical Building No. 2 if required.

### 3.4 Plant Operations Phase III and IV Electrical System

CDM Smith investigated two additional 480 Volt services at the plant operations building at the request of CORR. The first and second service terminate into General Electric (GE) switchboards **DS-1**, **DS-2**, and motor control center **MCC-6R/6L**. Switchboard **DS-1** has PowerBreak II type circuit breakers installed and would not require any upgrades. Switchboard **DS-2** and motor control center **MCC-6R/6L** have obsolete circuit breakers installed within them and it is recommended that they be upgraded by the original equipment manufacturer (OEM). The OEM has provided a quote for the turn-key services required to upgrade/retrofit the discontinued circuit breakers. The replacement would be phased such to minimize any plant downtime. The quote has the proposed work description and is located in Appendix B.