

EXHIBIT

"A"



Contract Quantity Adjustment/Change Order

rev, 01/16

Department: Utilities & Environmental Services

Project Name: Round Rock WTP & Lake Georgetown Pump & Pump Modifications Date: 10/15/19

City Project ID Number: 1805 Change Order/Quantity Adjustment No. 1

Vendor: T.Morales Company Electric & Controls PO Box 859 254-793-4344
Company Name Address Phone No.

Justification

Requested by CORR to provide new 25Kv primary service at Raw Water Pump Station Site, not in original scope of work. Requestest to provide emergency standby power to existing specified loads at building No 1 and Building No. 2 at the WTP Site, not in original scope of work.

SUMMARY

	Amount	% Change
Original Contract Price:	\$6,233,999.94	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:		
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$6,233,999.94	
Previous Change Order(s):	\$0.00	0%
This Change Order:	\$85,621.00	1%
Total Change Order(s) To Date:	\$85,621.00	1%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$6,319,620.94	
Difference between Original and Adjusted Contract Prices:	\$85,621.00	
Original Contract Time:	335	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:	90	
New Contract Time:	425	

Submitted for Approval

Prepared By: [Signature] Randy M. Eldridge / TMC 10/15/19
Signature Printed Name, Title, Company Date

Approvals

Contractor: [Signature] Randy M. Eldridge / COO / TMC 10/15/19
Signature Printed Name, Title, Company Date

City Project Manager: [Signature] JEFF BELL, P.M. 10.17.19
Signature Printed Name, Title Date

Mayor/City Manager: _____
Signature Printed Name, Title Date

Project Name: Round Rock WTP & Lake Georgetown Pump & Pump Modifications

Quan. Adj./Change Order No.: 1

[illegible]



Project Name: Round Rock WTP & Lake Georgetown Pump & Pump Modifications

Quan. Adj./Change Order No.: 1

Quantity Adjustment Data

Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$0.00	0



Project: Round Rock WTP & Lake GT
Pump & Pumps Modifications

Date: 09-24-19
TMC Change #: COR-02 Rev 00

Owner: City of Round Rock

Project Change #: N/A

Change Order Request

Morales Company offers a change in pricing for consideration by the Owner to provide temporary power from the Emergency Generator Switchgear to Building 1 for Emergency backup.

The work to be performed is stated as followed:

Water Treatment Plant – Temporary Generator Feed Bldg 1 & 2:

T. Morales Company will install qty 3 - parallel sets of 3 ½" conduits in Sch 40 PVC from the existing Generator Dist Panelboard DS-G to the existing emergency Terminal box located outside of Building No. 1 that consists of qty 3 - 500 mcm cables with 2/0 ground. TMC will then disconnect the existing Bldg 1 Temp feeders from the main break at the existing DS-G Dist Switchboard and terminate the new temporary feeders to the Existing Building one Dist Switchboard DS-5 MCB. TMC will then disconnect the existing generator feeders at the existing Building No 1 DS-5 switchboard and terminate the new temporary feeders to the load side of the MCB.

T. Morales Company will then install qty 2 - parallel sets of 3 ½" conduits in Sch 40 PVC from the existing generator terminal box at building No 1 located outside of Building No. 1 that consists of qty 2 - 500 mcm cables with 2/0 ground. TMC will then disconnect the existing Bldg 2 generator feed feeders from the main breaker at the existing DS-6 Dist Switchboard and DS-5 located outside of building No. 2 and terminate the new temporary feeders to the Existing Building one Dist Switchboard DS-5 spare breaker MCB to feed existing switchboard DS-6 in the event of normal power fail. TMC will then disconnect the existing generator feeders at the existing Generator Dist Switchboard DS-G.

After the temporary generator bypass feeders referenced above are installed it will allow TMC to demo the existing as shown on sheet 20DE01 and provide for limited emergency generator backup power to both existing buildings 1 & 2 based upon a manual load shed scheme.

Lake Georgetown Raw Water – Building No. 1 25KV Primary Feeders:

T. Morales Company will demo out the existing 25Kv primary feeders from the fused cut out switches located at the Utility pole to the existing 1,000Kva pad mount transformer TX-1 as shown on sheet 30E07. TMC will then install new 25Kv primary conductors from the existing pad mount transformer TX-1 to the fused cut out switches located on the primary utility pole cross arms assembly. TMC will then provide and install new RayChem 25Kv outdoor stress-cone terminations at the utility pole fused cutout assembly and make required terminations. TMC will provide and install qty 3 25Kv load break elbow terminations at the existing Pad Mount Transformer TX-1 primary compartment. TMC will provide e and install qty 3 25KV Raychem Loadbreak Surge Arrestors at the existing pad mount transformer TX-1. This change order pricing assumes the existing pole mounted fused cutouts and arrestors can be reused.

Total cost for the additional work associated with this change is \$81,000.00 .

Extension in Time Request:

Submittals and approvals:	0 weeks.
Lead time for procurement:	3 weeks.
<u>Approx time for installation:</u>	<u>3 weeks</u>
Total	6 weeks

Change Initiated By: Jeff Bell / CORR

Change Prepared By: Randy M. Eldridge / TMC

Change Delivered To: George Luke / Gupta

Response Rqst'd By: ASAP

Carbon Copy To: Josh Wharton / TMC

PO Box 859
Florence, Texas 76527
Phone: 254-793-4344

601 South Patterson Avenue
Florence, Texas 76527
Fax: 254-793-3044

JOB 1372 2019-RME: 2019 Randy's Jobs ...
 ESTIMATE 2 201928: 201928 CORR WTP & ...
 DATA SET 9 TMC WTP - NECA dataset
 DATE 9/24/2019 3:57:29 PM

Bid: #1 - COR01 - Temp Pwr Feed
 T Morales Company
 PO Box 859
 Florence, Tx 76527
 254-793-4344 / 254-793-3044
 reldridge@moralescompany.com

Index	Description	Reference Type	Reference	Ref Amount	Operation	Rate	Amount
1	MATERIALS / QUOTES:						0.00
2	Misc Materials:	Material	Total	40,814.77	*	1.00	40,814.77
3	Fenceing Material	Calculated		355.00	*	1.00	355.00
4	Quote #2	Calculated		0.00	*	1.00	0.00
5	SUBTOTAL						41,169.77
6	#####						0.00
7	SALES TAX:	Material	Total	40,814.77	%		0.00
8	SUBTOTAL						0.00
9	#####						0.00
10	LABOR:						0.00
11	Straight Time Labor	Labor	Total	390.63	*	46.22	18,055.15
12	Overtime Labor	Calculated		0.00	*	69.33	0.00
13	Exec Order 13706 Hours	Labor	Total	390.63	*		0.00
14	Exec Order 13706 Rate	Component	13	0.00	*	46.22	0.00
15	Gen Foreman Hours	Labor	Total	390.63	%	5.00	19.53
16	Gen Foreman Rate	Component	15	19.53	*	50.97	995.53
17	Material Hndler Hrs	Labor	Total	390.63	%		0.00
18	Material Hndler Rate	Component	17	0.00	*	35.04	0.00
19	Update As Built Dwgs	Calculated		1.00	*	49.00	49.00
20	SUBTOTAL						19,099.68
21	#####						0.00
22	DIRECT JOB EXPENSES:						0.00
23	Expendable Tools	Material	Total	40,814.77	%	3.00	1,224.44
24	Equipment						0.00
25	Warranty on Material	Component	5	41,169.77	%	3.00	1,235.09
26	Warranty on Labor	Component	20	19,099.68	%	3.00	572.99
27	SUBTOTAL						3,032.53
28	#####						0.00
29	SUBCONTRACTS:						0.00
30	Sub #1	Calculated		0.00	*		0.00
31	Sub #2	Calculated		0.00	*		0.00
32	SUBTOTAL						0.00
33	#####						0.00
34	JOB SUBTOTAL						63,301.98
35	#####						0.00
36	MARKUPS:						0.00
37	Liability/Bldrs Risk	Component	34	63,301.98	%	2.00	1,266.04
38	WrkComp/SS/Unplymnt	Component	20	19,099.68	%	25.00	4,774.92
39	Overhead @ 5%	Component	34	63,301.98	%	5.00	3,165.10
40	JOB TOTAL						72,508.04
41	#####						0.00
42	Profit @ 10%	Component	40	72,508.04	%	10.00	7,250.80
43	JOB TOTAL + PROFIT	Component	42	7,250.80	*	1.00	79,758.84
44	Perf .Payment Bond	Component	43	79,758.84	%	2.00	1,595.18
45	ADD BOND	Component	44	1,595.18	*	1.00	81,354.02
46	#####						0.00
47	BID TOTAL						81,354.02

JOB 1372 2019-RME: 2019 Randy's Jobs ...
 ESTIMATE 2 201928: 201928 CORR WTP & ...
 DATA SET 9 TMC WTP - NECA dataset

Combined All - Job File Pricing
 T Morales Company
 PO Box 859
 Florence, Tx 76527
 254-793-4344 / 254-793-3044
 reldridge@moralescompany.com

PRINTED 9/24/2019 3:56:31 PM
 MATERIAL Primary
 LABOR Primary

NOTES

NOTES					Material			Labor		
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
	RELOCATE KIRK KEY BLD 2	1.00								
	RELOCATE KIRK KEY DSG	1.00								
	1/0-25KV-SHILD-EPR-PVC-MV105	300.00								
	1/0-RAYCHEM-25KV-OUTDOOR ...	3.00								
	1/0-RAYCHEM-25KV-LOADBREA...	3.00								
	25KV-RAYCHEM-ELBOW SURGE...	3.00								
	1.5IN KELLEMS GRIP	3.00								
	3.5IN BREAKOUT BOOT	1.00								
	BUCKET TRUCK	16.00								
	CABLE SOAP	1.00								
	DEMO-25KV CABLE	1.00								
	DISCONNECT 25KV AT POLE C...	3.00								
	HI-POT TEST CABLES	3.00								
3 1/2"	PVC Sch 40 Carlon #49014010	680.00	FEET							
3 1/2"	ALUM CONDUIT	30.00	FEET							
3 1/2"	PVC Sch 40 Elbow Carlon #UA9AM	14.00	EACH							
3 1/2"	PVC Coup Carlon #E940M	34.00	EACH							
3 1/2"	PVC Male Adapt Carlon #E943M	26.00	EACH							
3 1/2"	LOCKNUT	26.00	EACH							
3 1/2"	PLASTIC BUSHINGS	24.00	EACH							
3 1/2"	BONDING BUSHINGS-INS	1.00	EACH							
3 1/2"	CUT/THREAD-LABOR	2.00	EACH							
3 1/2"	ALUM COUPLING	2.00	EACH							
3 1/2"	1H Strap Mall Crouse #518	48.00	EACH							
3/8.	BEAM CLAMP-STEEL	8.00	EACH							
3/8.	FLAT WASHER	50.00	EACH							
3/8.	S.S.FLAT WASHERS	8.00	EACH							
3/8.	STOVE BOLT W/NUTS	25.00	EACH							
	GALV STRUT 3-1/2"	20.00	FEET							
3 1/2"	S.S.STRUT STRAPS	8.00	EACH							
3 1/2"	304 SSTEEL STRUT	10.00	FEET							
3/8"	Ssteel Spring Nut	5.00	EACH							
3 1/2"	LIQUIDTITE CONDUIT	18.00	FEET							
3"	LIQUIDTITE STR CONN	4.00	EACH							
	12X12X6 PVC J-BOX	6.00	EACH							
	NYLON LINE	440.00	FEET							
2/0	THHN STR CU	740.00	FEET							
500	THHN STR CU	2,310.00	FEET							
2/0	WIRE TERM-LABOR ONLY	8.00	EACH							
500	WIRE TERM-LABOR ONLY	24.00	EACH							
2-2/0	MECH LUGS CU/AL	4.00	EACH							
350-750	MECH LUGS CU/AL	6.00	EACH							
Grand Totals							40,814.77			390.6350



Project: Round Rock WTP & Lake GT
Pump & Pumps Modifications

Date: 10-14-19
TMC Change #: COR-07 Rev 00

Owner: City of Round Rock

Project Change #: N/A

Change Order Request

Morales Company offers a change in pricing for consideration by the Owner to Repair the existing Transformer TX-1, 1000 Kva pad mount transformer as requested by the City of Round Rock.

The work to be performed is stated as followed:

Lake Georgetown Raw Water – Building No. 1 Existing Pad Mount Transformer TX-1:

T. Morales Company will coordinate with Sunbelt-Solomon Corporation to repair the existing primary transformer TX-1, 1,000kva transformer due to the recent transformer oil leaking event on the primary compartment as witnessed by the City of Round Rock

T. Morales Company has already coordinated with Sunbelt-Solomon Corporation whom has been on site and reviewed the transformer issues.

T. Morales Company will Disconnect the primary fuses cutouts at the utility service riser, has Inspected the TX-1 transformer primary compartment, coordination and scheduling of Sunbelt-Solomon Corporation on site for repairs to the existing bushings at the bayonet fuse assemblies in the primary compartment, Disconnect existing Primary Compartment MV Load Break Terminators,

TMC Phase Stick-Test & Bleed Voltage from primary & secondary transformer coils, install busing well grounding cluster in Primary Transformer compartment and make safe for repairs by Sunbelt Solomon Corporation.

After the repairs are made to the primary compartment bayonet fuse assemblies by Sunbelt-Solomon Corporation, TMC will remove the bushing well grounding cluster in primary compartment, re-connect the primary loadbreak connectors to the transformer compartment primary bushing wells, re-connect the primary utility fuses and MV Phase Stick test both primary and secondary voltages.

Total cost for the additional work associated with this change is \$ 4,621.00 .

Extension in Time Request:

Submittals and approvals:	0 weeks.
Lead time for procurement:	0 weeks.
<u>Approx time for installation:</u>	<u>0 weeks</u>
Total	0 weeks

Change Initiated By: <u>Jeff Bell / CORR</u>	Change Prepared By: <u>Randy M. Eldridge / TMC</u>
Change Delivered To: <u>George Luke / Gupta</u>	Response Rqst'd By: <u>ASAP</u>
Carbon Copy To: <u>Josh Wharton / TMC</u>	

JOB 1372 2019-RME: 2019 Randy's Jobs ...
 ESTIMATE 2 201928: 201928 CORR WTP & ...
 DATA SET 9 TMC WTP - NECA dataset
 DATE 10/14/2019 11:34:34 AM

Bid: #7 - COR-07
 T Morales Company
 PO Box 859
 Florence, Tx 76527
 254-793-4344 / 254-793-3044
 reldridge@moralescompany.com

Index	Description	Reference Type	Reference	Ref Amount	Operation	Rate	Amount
1	MATERIALS / QUOTES:						0.00
2	Misc Materials:	Material	Total	0.00	*	1.00	0.00
3	#####						0.00
4	QUOTES:						0.00
5	Sunbelt-Soloman Corporation	Calculated		2,690.00	*	1.00	2,690.00
6	Qte #2	Calculated		0.00	*		0.00
7	Qte #3	Calculated		0.00	*		0.00
8	SUBTOTAL						2,690.00
9	#####						0.00
10	SALES TAX:	Material	Total	0.00	%		0.00
11	SUBTOTAL						0.00
12	#####						0.00
13	LABOR:						0.00
14	Straight Time Labor	Labor	Total	14.50	*	46.22	670.19
15	Overtime Labor	Calculated		0.00	*	69.33	0.00
16	Exec Order 13706 Hours	Labor	Total	14.50	*		0.00
17	Exec Order 13706 Rate	Component	16	0.00	*	46.22	0.00
18	Gen Foreman Hours	Labor	Total	14.50	%	5.00	0.73
19	Gen Foreman Rate	Component	18	0.73	*	50.97	36.95
20	Material Hndler Hrs	Labor	Total	14.50	%	3.00	0.43
21	Material Hndler Rate	Component	20	0.43	*	35.04	15.24
22	Update As Built Dwgs	Calculated		1.00	*	49.00	49.00
23	SUBTOTAL						771.39
24	#####						0.00
25	DIRECT JOB EXPENSES:						0.00
26	Expendable Tools	Material	Total	0.00	%	3.00	0.00
27	Equipment						0.00
28	Warranty on Material	Component	8	2,690.00	%	6.00	161.40
29	Warranty on Labor	Component	23	771.39	%	6.00	46.28
30	SUBTOTAL						207.68
31	#####						0.00
32	SUBCONTRACTS:						0.00
33	Sub #1	Calculated		0.00	*		0.00
34	Sub #2	Calculated		0.00	*		0.00
35	SUBTOTAL						0.00
36	#####						0.00
37	JOB SUBTOTAL						3,669.07
38	#####						0.00
39	MARKUPS:						0.00
40	Liability/Bldrs Risk	Component	37	3,669.07	%	2.00	73.38
41	WrkComp/SS/Unmplymnt	Component	23	771.39	%	25.00	192.85
42	Overhead @ 5%	Component	37	3,669.07	%	5.00	183.45
43	JOB TOTAL						4,118.75
44	#####						0.00
45	Profit @ 10%	Component	43	4,118.75	%	10.00	411.88
46	JOB TOTAL + PROFIT	Component	45	411.88	*	1.00	4,530.63
47	Perf Payment Bond	Component	46	4,530.63	%	2.00	90.61
48	ADD BOND	Component	47	90.61	*	1.00	4,621.24
49	#####						0.00
50	BID TOTAL						4,621.24

JOB 1372 2019-RME: 2019 Randy's Jobs ...
ESTIMATE 2 201928: 201928 CORR WTP & ...
DATA SET 9 TMC WTP - NECA dataset

COR 07 - RWPS TX-1 Xfmr Repair
 T Morales Company
 PO Box 859
 Florence, Tx 76527
 254-793-4344 / 254-793-3044
 reldridge@moralescompany.com

PRINTED 10/14/2019 11:36:38 AM
MATERIAL Discounted
LABOR Primary

NOTES

Item				Material			Labor		
Size	Item Desc	Qty	UOM	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
	Disconnect Primary Fuses	1.00							
	Inspect TX1-Xfmr Primary Compartment	1.00							
	Coord-Soloman Xfmr Inspection	1.00							
	Disconnect Primary Loadbreaks	1.00							
	Phase-Stick Test & Bleed Voltage Pri...	1.00							
	Re-Connect Primary Fuses	1.00							
	Remove Primary Compartment Groun...	1.00							
	Re-Connect Primary Loadbreaks	1.00							
	MV Phase Stick Test Voltage	1.00							
Grand Totals						0.00			14.5000



When it's on the line.

October 14, 2019

City of Round Rock

Round Rock, TX

Type of Service: Bayonet fuse leak repair
Equipment to be Serviced: 1000Kva Pad Mount

SCOPE OF WORK

Solomon Corp Field Services proposes to send Field Technicians to complete the following scope of work:

1. Mobilize 2 technicians and associated equipment to **City of Round Rock**
2. Transformer will have been de-energized, disconnected, isolated and grounded prior to the arrival of Solomon Technicians.
3. Work to be scheduled Tuesday, Wednesday or Thursday to allow for Mobilization of crews to and from site during normal working hours. Work scheduled on Mondays or Fridays will include additional charges for weekend mobilizations
4. **Customer Feed and Supply terminations disconnected and re-connected by others.**

Bayonet Fuse Leak Repair

5. Confirm unit is isolated and LOTO has been performed
6. Inspect unit and confirm no other deficiencies exist
7. Lower oil, into Solomon supplied oil containment, to permit access to internal Bay-O-Net Fuse Assemblies.
8. Replace 3 Bayonet stingers
9. Fill Transformer with stored oil through a 5 micron filter press.
10. Top off with New Solomon supplied mineral oil (10 gallons)
11. Confirm no existing leaks following replacement
12. Top off headspace with nitrogen blanket to customer requested +psi
13. Pull DGA as outlined below



When it's on the line.

Oil Sampling / Testing

14. Take oil sample for laboratory analysis:
DGA/Oil Analysis – D3612
 - a. Karl Fischer Moisture Analysis – D1533b
 - b. Oil Screen
15. Clean up work area and depart.
16. Provide documented test results as required.

CLARIFICATIONS / CUSTOMER RESPONSIBILITIES

1. Due to handling of customer insulating oils, a non-pcb test result as sampled at least one year prior to service date is required. Sample kit can be provided by Solomon Corporation.
2. Provide access for vehicles within 50' of transformer and proper workspace clear of obstructions
3. Any site training above and beyond one-half hour on the day of mobilization is not included.
4. Top off if required (Above ten gallons quoted with-in) shall be at \$10/gal Mineral Oil
5. Electrical Testing, Setting of transformers, removal of existing units by others.
6. Provide site location address, and site management representative responsible for achieving all jobsite requirements in a timely manner.
7. Provide **Free and Clear** access, and proper workspace clear of obstructions.
8. Provide an authorized person to sign all manifests/ field reports.
9. **Provide management supervision and at least one qualified and electrician If Applicable to:**
 - a. **De-energize and re-energize equipment as defined by NFPA70E.**
 - b. **Provide and perform Lock Out and Tag Out procedure for affected equipment and verify zero energy state as defined by NFPA70E.**
 - c. **Provide Grounding of equipment as required.**

PROPOSAL ACCEPTANCE

This proposal (except schedule) is valid for 30 days from date of issue. Any changes to the scope of work or Bill of Material will require a revised quotation which may result in a price change. No schedules or other activity will be initiated until purchase order is received.

PRICE: \$2,690.00

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.



When it's on the line.

GENERAL CONDITIONS

Customer shall provide an electrician or engineer, familiar with the distribution system and is to be available during the repair and / or testing periods. He or she will be responsible for disconnecting and re-energizing all equipment as necessary. MOP's are not included unless specified above.

Unless specifically noted above, all work is to be performed Monday through Friday. Saturdays, Sundays and holidays excluded. Extensive delays due to circumstances beyond the control of Solomon Corp Field Services will be subject to additional billing.

Solomon Corp Field Services will not be responsible for supplying additional back-up generator(s) unless otherwise indicated within this quotation

Solomon Corp Field Services is not responsible for loss production review or any additional emergencies that may arise during the re-energization of this equipment.

To accept this proposal, please issue a purchase order to:

Inside Sales Specialist – Melissa DeMars

mdemars@solomoncorp.com

Ph: 800-234-2867 X2644

Fax: 785-655-2502

Thank you,

Jan Sexton

Territory Manager

785-263-5180

jsexton@solomoncorp.com

Attachments: Solomon Corp Terms and Conditions



When it's on the line.

Standard Terms and Conditions of Sale

Updated, March 2014

Terms of Offer: This quotation constitutes an offer to sell according to the terms included. The offer is good for 30 days from the date of quotation and shall be deemed accepted upon receipt and acceptance of a purchase order. The buyer will be deemed to have assented to all terms and conditions contained herein

Payment terms: Standard payment terms are net 30 days, pending credit approval of the buyer. Solomon Corporation reserves the right to require prepayment or progress payments for products and services of substantial size or financial risk. Any extension beyond these standard payment terms must be approved in writing prior to acceptance of an order. In the event Buyer fails to make payment when due, the buyer's entire account becomes immediately due and payable, and all amount are subject to service charges at the maximum contract rate permissible by law.

Order Cancellation: Orders cancelled after the acceptance of buyer's purchase order will be subject to appropriate cancellation or re-stocking charges. The charges will be dependent on the amount of labor and material expense, including design, engineering and administrative work, that has been completed at the time of order cancellation.

Shipments: All products are shipped FOB buyers designated delivery point unless otherwise specified. Freight charges are included in the purchase price unless otherwise specified in the price quotation. The buyer is responsible for providing labor and equipment to unload Solomon Corporation's truck. Solomon Corporation at its discretion may contract transportation and delivery with outside carriers.

Rescheduled or delayed shipments: Buyer may delay or reschedule shipment without penalty if the delay is within 30 days of the original scheduled delivery date. Delays beyond 30 days may require invoicing, payment and storage charges per Solomon Corporation's Storage policy.

Seller will make a good faith effort to complete delivery of the products and services on the scheduled date, but seller assumes no responsibility or liability for inability to deliver for reasons beyond the control of the Seller, unless otherwise agreed to in writing. **The Seller is not liable for any incidental, consequential or liquidated damages arising from delays or failure to give notice of delay.**

Inspection and acceptance: the Buyer shall have seven days from the date of delivery to report any damage, defects or nonconformance that is discernible at the time of inspection. After seven days the buyer is deemed to have accepted the product.

Warranties: Solomon Corporation warrants, to the original purchaser only, that the products



When it's on the line.

and services provided will be free from defects in material or workmanship. The duration of the warranty is one year from the date of delivery or completion of services, unless otherwise specified in the quotation. In the event that the product or service does not conform to specification or is defective in material or workmanship, Solomon Corporation will make the necessary repairs at its own expense. If Solomon Corporation is unable to successfully resolve the issue after a reasonable number of attempts, Solomon Corporation will provide at its option, replacement products, or a full refund of the purchase price. These are the purchaser's exclusive remedies for breach of warranty.

In the event that all or a portion of the products purchased are manufactured by others, the buyers warranty is with the original manufacturer of those products and subject to the warranty terms and conditions of that manufacturer. Solomon Corporation, as a seller of products manufactured by others, will assist buyer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

Solomon Corporation does not warrant:

- 1) Any product, not manufactured by Solomon Corporation
- 2) That the specification provided by the purchaser are accurate, or fit for a particular use
- 3) Damage caused by failure to provide a suitable installation environment
- 4) Damage caused by use for purposes other than those for which it was designed
- 5) Damage caused by accidents or disasters such as fire, flood, wind and lightning
- 6) Damage caused by unauthorized attachments or modification
- 7) Damage caused by vandalism

Solomon Corporation shall in no event be liable for incidental or consequential damages.

The seller makes no warranty of the merchantability, or fitness for a particular purpose or any other warranty either expressed or implied.