

Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

MR Systems (an Inframark A&I Company) is pleased to offer our Professional Engineering Services for the instrumentation and controls of the Lower Poplar Water Reclamation Facility Influent Pump Station Improvements Project for the Macon Water Authority.

Scope of Work:

- Provide professional engineering services by acting as the project's System Integrator as detailed below.

Please Note:

This document is MR Systems' understanding of the Integration and Control Scope for the Lower Poplar Water Reclamation Facility Influent Pump Station Improvements Project. Our notes and clarifications are included throughout for examination and discussion.

ADMINISTRATIVE TASKS

SECTION 40 60 00 - Process Control

1.3 Submittals

- Bill of Materials
- Component Data Sheets
- Panel Construction Drawings
- Panel Wiring Diagram
- Loop Wiring Diagrams (Not Included)
- Communications Network Diagrams
- Panel Power Requirements and Heat Dissipation
- Panel Plumbing Diagrams
- List of Spares Expendables, and Test Equipment
- PLC I/O List

- Control Narrative

- Sequence of Work

Please Note:

Loop Wiring Diagrams are not typically provided for the Macon Water Authority and therefore are not included in this scope of work. This request can be accommodated if required.



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

- 1.4 **Informational Submittals**
 - Statement of Qualifications (Not Included)
 - Operation and Maintenance Data
 - Testing Related Submittals

Please Note:

A Statement of Qualifications has not been included in this scope of work due to the familiarity and long standing relationship between the Macon Water Authority and Inframark (MR Systems).

- 1.6 G **Preliminary Operator Training - One (1) Session for Two (2) Days**
- 1.6 H **Additional Operator Training - One (1) Session for Two (2) Days**
- 1.6 I **Maintenance Training - One (1) Session for Five (5) Days**
- 2.14 **Factory Test**
 - Unwitnessed
 - Witnessed
- 3.2 **Equipment Installation Requirements**

Please Note:

Installation is to be preformed by Others.

- 3.10 **Performance Verification Test (PVT)**
- 3.11 **Endurance Test**
 - Phase I - Testing
 - Phase II - Assessment

Please Note:

MR Systems has allocated 15 days of on-site presence during Phase I of the Endurance Test, instead of the 30 consecutive days specified. For the days we are not on-site, MR Systems will remain on standby, ready to respond immediately should any issues arise.



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

Panel Related specification sections have been reviewed are included within the Panels as described below.

Coordination Meetings - As Required

- Project Kickoff and Site Visit (with Design and Contract Team) - Site Visit for exploration and examination of current site and system.
- Screen Development Meeting (with Design, Ownership and Contract Teams)
- I/O Finalization and Control Narrative Development Meeting (with Design, Ownership, and Contract Teams) - Meeting to discuss true I/O requirements and thoroughly review and vet Control Narrative.
- Scheduling and Sequencing Meeting (with Design, Ownership and Contract Teams) - Meeting to thoroughly discuss project sequencing with all team members.

Vendor Coordination

- Screening
- VFDs
- Pump

INSTRUMENTATION

SECTION 40 71 00 - Flow Measurement

Please Note:

MR Systems has included the instrumentation in this section per our understanding, as indicated by the P&IDs, Electrical Plans and Specifications. The included instrumentation is broken out below per the relevant P&ID for ease of identification and determination. Only instrumentation-associated P&ID pages are shown. If a P&ID page is not listed, it is assumed that no relevant instrumentation is required. Only the instrumentation explicitly listed below has been included in this revision of the scope of work.

**04-DI901
 Influent Pump Station Wet Well A**

1	LT-9001	Submersible Pressure Transducer
		Service: Wet Well A - Level
		Accessories:
1		Surge Arrestor
1		Nametag, Stainless Steel



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
1	LSH-9002	Float Service: Wet Well A - High Level Accessories: Nametag, Stainless Steel
1		
1	LSL-9003	Float Service: Wet Well A - Low Level Accessories: Nametag, Stainless Steel
1		
1	FE/FIT-9100	Magnetic Flowmeter - 16" Service: Wet Well A - Flow Accessories: Surge Arrestor Solar Shade Nametag, Stainless Steel
1		
1		
2		

04-DI902
Influent Pump Station Wet Well B

1	LT-9004	Submersible Pressure Transducer Service: Wet Well B - Level Accessories: Surge Arrestor Nametag, Stainless Steel
1		
1		
1	LSH-9005	Float Service: Wet Well B - High Level Accessories: Nametag, Stainless Steel
1		
1	LSL-9006	Float Service: Wet Well B - Low Level Accessories: Nametag, Stainless Steel
1		



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
1	FE/FIT-9200	Magnetic Flowmeter - 16" Service: Wet Well B - Flow Accessories:
1		Surge Arrestor
1		Solar Shade
2		Nametag, Stainless Steel
04-DI903		
Influent Force Main		
1	FE/FIT-9003	Magnetic Flowmeter - 30" Service: Influent Force Main Flow - Pumps 4, 5, and 6 - Flow Accessories:
1		Surge Arrestor
1		Solar Shade
2		Nametag, Stainless Steel
1	FE/FIT-9004	Magnetic Flowmeter - 36" Service: Influent Force Main Flow - Pumps 1, 2, and 3 - Flow Accessories:
1		Surge Arrestor
1		Solar Shade
2		Nametag, Stainless Steel
1	AE/AIT-XXXX	Gas Detection Monitor Service: Near Canopy Area Accessories:
1		Surge Arrestor
1		Solar Shade
2		Nametag, Stainless Steel

CONTROL PANELS

PLC PANELS

1	RTU-1	<p>Electrical Building A (04-DI801/04-DI901/99-E851/99-E852) / Temporary RTU (99-E855)</p> <p>Enclosure: NEMA 12, Painted Steel, Freestanding, Dead Front Expected Enclosure Size: 72" H x 48" W x 24" D PLC Manufacturer & Model: CompactLogix 5380 Available I/O: 112 DI, 32 DO, 16 AI, 8 AO (approximate IO - inclusive of 1/2 of existing I/O and all of new I/O)</p> <p>Wired I/O: 102 DI, 25 DO, 16 AI, 8 AO (Inclusive of 1/2 of existing and all applicable project req'd I/O) Operator Interface Terminal: Allen Bradley 15" Panelview Plus 7 Communications Type: Fiber Optics, Main SCADA Radio Fiber Optics Termination Panels: Included Wireless Access Point: Included (currently Existing)</p>
---	-------	---



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

Primary Power: 120VAC
 Backup Power: AC UPS
 AC Power Protection: Included
 Digital I/O Surge Protection: Interposing Relays Included
 Analog I/O Surge Protection: MR Systems' Kamikaze II Included
 Utility Light(s): LED Fixture Included
 AC Utility Power Outlet: GFI Outlet Included
 Panel Door Intrusion Switch: Included
 Radio and Antenna (similar to what is currently in the existing main panel for SCADA connectivity)

CAT6 CABLE - External Connections
 Screen Panel (CP-0801)
 Influent Pump 1 VFD (VFD-P-1)
 Influent Pump 2 VFD (VFD-P-2)
 Influent Pump 3 VFD (VFD-P-3)
 MCC IPSA Power Monitor
 Existing RTU (RTU-X)

FIBER OPTIC CABLE - External Connections
 Electrical Building B (RTU-2)
 Canopy Area OIT (OIT-1/RTU-3)

Please Note:

RTU-1 will be delivered first, to be used at the "Temporary Location" as the Temporary RTU. It will then moved to its permanent location in Electrical Building A once RTU-B is operational.

RTU-1 contains 1/2 of the current Main PLC's I/O to run 1/2 of the plant during demolition. RTU-1 will also include its required share of the new project required I/O.

1 RTU-2

Electrical Building B (04-DI801/04-DI902/99-E851/99-E853)

Enclosure: NEMA 12, Painted Steel, Freestanding, Dead Front
 Expected Enclosure Size: 72" H x 48" W x 24" D
 PLC Manufacturer & Model: CompactLogix 5380
 Available I/O: 96 DI, 32 DO, 16 AI, 8 AO
 Wired I/O: 90 DI, 25 DO, 16 AI, 8 AO (Inclusive of all applicable project req'd I/O)
 Operator Interface Terminal: Allen Bradley 15"
 Communications Type: Fiber Optics
 Fiber Optics Termination Panels: Included
 Wireless Access Point: Included
 Primary Power: 120VAC
 Backup Power: AC UPS
 AC Power Protection: Included
 Digital I/O Surge Protection: Interposing Relays Included
 Analog I/O Surge Protection: MR Systems' Kamikaze II Included



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

Utility Light(s): LED Fixture Included
 AC Utility Power Outlet: GFI Outlet Included
 Panel Door Intrusion Switch: Included

CAT6 CABLE - External Connections
 Screen Panel (CP-0802)
 Influent Pump 4 VFD (VFD-P-4)
 Influent Pump 5 VFD (VFD-P-5)
 Influent Pump 6 VFD (VFD-P-6)
 MCC IPSB Power Monitor

FIBER OPTIC CABLE - External Connections
 Electrical Building A (RTU-1)
 Canopy Area OIT (OIT-1/RTU-3)

Please Note:

RTU-2 will include its required share of new project required I/O.

RTU-1& 2 contain I/O for Smoke Detection and Door Intrusion.

OIT PANELS

1 OIT-1 (RTU-3)

Canopy Area OIT (99-E851)
 Enclosure: NEMA 4X, 316 SS, Wall Mount, Dead Front
 Expected Enclosure Size: 36" H x 30" W x 12" D
 Operator Interface Terminal: Allen Bradley 15"
 Communications Type: Fiber Optics
 Fiber Optics Termination Panels: Included
 Primary Power: 120VAC
 Backup Power: AC UPS
 AC Power Protection: Included
 AC Utility Power Outlet: GFI Outlet Included

FIBER OPTIC CABLE - External Connections
 Electrical Building A (RTU-1)
 Electrical Building B (RTU-2)

LCP PANELS

1 LCP-XXX

Go/No-Go Local Control Panel
 Enclosure: NEMA 4X, #316 Stainless Steel, Wall Mount
 Enclosure Size: 24" H x 24" W x 10" D
 Solar Heat Protection: Powder-coated White Finish
 Panel Front Devices
 Indicator Lights



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

Push Button
 Strobe
 Horn

EXISTING PANELS

1	RTU-X	SCADA Panel (04-DI903) Signals Added: 10 DI, 2 DO, 2 AI, 0 AO
---	-------	---

Please Note:

MR Systems assumes existing panel RTU-X has spares for project required signals.

	CP-0801	Existing Screen Panel
--	---------	------------------------------

	CP-0802	Existing Screen Panel
--	---------	------------------------------

Please Note:

Existing Screens panels will be integrated into the SCADA system after move from existing location to new location.

MR Systems will de-terminate wiring at existing location and re-terminate upon installation at its new location.

The movement of panels from their current location to existing location is assumed to be by others.

PANEL SPARE PARTS

1		AB CompactLogix Processor
1		AB CompactLogix 16 Channel Digital Input Module
1		AB CompactLogix 16 Channel Digital Output Module
1		AB CompactLogix 4 Channel Isolated Analog Input Module
1		AB CompactLogix 4 Channel Isolated Analog Output Module
1		AB Fiber Optic SFP Module
2		Fiber Optic Jumper
1		Ethernet Surge Arrestor

COMMUNICATIONS

Fiber Optic Cables

On-The-Reel Test and Report (prior to installation of fiber)

Fiber Optic Cable & Terminations Test Report



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
150	FBR-001	FROM: Electrical Building A (RTU-1) TO: Electrical Building B (RTU-2) Fiber Type: CORNING FREEDM One Tight-Buffered Cable, 12 fiber, 50 μm multimode (OM3) Connectors: Corning UniCam LC, 50m, OM3, Ceramic Ferrule
250	FBR-002	FROM: Electrical Building B (RTU-2) TO: Canopy Area (OIT-1/RTU-3) Fiber Type: CORNING FREEDM One Tight-Buffered Cable, 12 fiber, 50 μm multimode (OM3) Connectors: Corning UniCam LC, 50m, OM3, Ceramic Ferrule
250	FBR-002	FROM: Canopy Area (OIT-1/RTU-3) TO: Electrical Building A (RTU-1) Fiber Type: CORNING FREEDM One Tight-Buffered Cable, 12 fiber, 50 μm multimode (OM3) Connectors: Corning UniCam LC, 50m, OM3, Ceramic Ferrule

Wireless Access Points

Included on each provided RTU panel above.

Scope of Work Clarifications and Exceptions

MR Systems' proposal and all prices quoted are subject to the execution of a mutually acceptable service agreement. If selected, MR Systems would like to discuss terms related to: 1) risk management terms such as a waiver of indirect, consequential, special, and punitive damages and a limit of liability, 2) performance standards and obligations, and 3) provisions related to relief for force majeure, changes in law, and other events outside MR System's control. We would like to discuss and clarify these provisions and others in the contract to ensure we have a mutually agreeable and consistent final agreement. It is our intent that upon selection, and final determination of the details of the scope or work and approach that best meets your needs, we will work closely together to develop an accurate, fair, and mutually acceptable agreement.

Any items (panels, instruments, networking equipment and etc.) not explicitly listed above, are not included as part of this scope of work and its associated price.

Any project items requiring removal, de-installation, or removal is assumed to be performed by Others.

All Cat6/7 cabling (outside of MR Systems provided PLC Panels) and related accessories are to be provided, installed, terminated, tested and installed by Others.

MR Systems assumes all vendor or equipment provided by Others that requires fiber connectivity has the correct, working and necessary networking equipment (switches, FOPP, jumpers and etc.) to access the plant network. Therefore, no vendor associated networking equipment has not been included in this scope of work.

Power Monitoring and VFD equipment are assumed to be provided, installed and commissioned by Others and therefore is not included in this scope of work.



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

All project required Junction Boxes, E-Stops, Hand Switches and Vendor Panels are assumed to be provided and installed by Others and therefore are not included in this Scope of Work.

All project required Fire, Security and Access equipment are assumed to be provided, installed and commissioned by Others and therefore are not included in this Scope of Work.

It is assumed that the existing Main Control Panel will be decommissioned after the installation of RTU-1 (temporary).

Project Labor

One Lot		Project Management, Project Engineering, Electrical Design, Drafting & Administrative Labor (including Travel & Living expenses) to perform final system design and to prepare Submittals and Record Drawings as required by the Contract Documents.
One Lot		IT & OT Labor (including Travel & Living expenses) as required by the Contract Documents.
One Lot		HMI Applications & Graphics Labor (including Travel & Living expenses) as required by the Contract Documents.
One Lot		PLC Applications Labor (including Travel & Living expenses) to be performed as required by the Contract Documents.
One Lot		Field Service Labor (including Travel & Living expenses) to provide installation supervision calibrations, startup, training, etc. as required by the Contract Documents.
One Lot		Electrical, Fire & Security Installation/Terminations Labor (including Travel & Living expenses) to provide installation of conduit, wire, fire, security, etc. as required by the Contract Documents.
1 Year		Onsite Comprehensive Warranty (including Travel & Living expenses)
One Lot		Freight

Subtotal of Labor and Materials: \$696,988

State Sales Tax is INCLUDED. Assumed sales tax rate is: 8%, Included Sales Tax: \$28,839

Total Project Cost: \$725,827

General Notes:

- A *** Sales Representation ***
 Sothorn Khel P.E. is the Inframark A&I Regional Sales Manager. Sothorn can be reached at 678-325-2824 (Office), 770-519-0597 (Cell) and sothorn.khel@inframark.com.



Customer: Macon Water Authority (GA)
 Project: Lower Poplar WRF - IPS Improvements
 A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
B	* Technical Questions *	For technical or scope of supply questions contact William Kelly, the Inframark A&I Estimating Manager. William can be reached at 678-325-2817 (Office), 770-871-9302 (Cell) and william.kelly@inframark.com.
C	* Installation of Conduit and Wire *	This quotation DOES NOT INCLUDE the supply or physical installation of conduit or wire unless specifically noted above.
D	* Equipment Installation *	This quotation DOES NOT INCLUDE physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
E	* Wiring Terminations *	This quotation INCLUDES the termination of field wiring to field instruments, control panels, RTU panels, and/or other devices supplied under this scope of supply. Terminations of wiring to equipment supplied by Others are excluded unless specifically noted above.
F	* Fiber Optics Cable *	This quotation INCLUDES the supply of Fiber Optic Cable as specifically identified above. The Contractor shall be responsible for conduit and installation of the Fiber Optic Cable supplied by MR Systems.
G	* Fiber Optic Cable Termination *	This quotation INCLUDES the terminations and testing of the fiber optics cable.
H	* Coaxial Cable Installation *	This quotation DOES NOT INCLUDE the physical installation of coaxial cable or other related components.
I	* Installation of Communications Towers or Poles *	This quotation DOES NOT INCLUDE the supply or physical installation of Communication Towers or Poles.
J	* Contractor License Information *	MR Systems' Georgia Electrical Contractors License Number is EN214554 (Non-Restricted). MR Systems' Georgia Non Restricted Low Voltage License Number is LVU406402.
K	* Order Information *	Any orders resulting from this quotation shall be made out to "MR Systems, LLC". MR Systems, LLC is an Inframark, LLC company.
L	* Terms and Conditions *	Inframark, LLC A&I Division Terms and Conditions of Sale apply to any order resulting from this quotation and are provided below.
M.	* Performance & Payment Bonds *	If you desire Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.

Revision Notes:

- Rev. 0 First Issue - 2024-07-25 - WPK
- Rev. 1 Scope clarifications & refinements based on Barge's comments - 2024-08-15 - WPK



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

INFRAMARK, LLC
A&I DIVISION TERMS AND CONDITIONS OF SALE

- 1. Performance of Obligations.** The manner in which INFRAMARK’s obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by INFRAMARK. INFRAMARK shall supply at INFRAMARK’s expense any instrumentalities required by INFRAMARK for the performance of INFRAMARK’s obligations hereunder.
- 2. Term.** The term of this Agreement will commence on the date the last of the parties’ executes this Agreement and continue until all obligations of the Parties hereunder are completed or is otherwise terminated in accordance with paragraph 11 of this Agreement.
- 3. Compensation.** The compensation due to INFRAMARK from Client shall be as stated on the applicable Purchase Order or Quote. Any amount due from Client hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. INFRAMARK shall be solely responsible for reporting and paying any such taxes. Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If there is a change in law, change in the interpretation of law, or other factor which causes an increase in INFRAMARK’s cost of providing the Services, INFRAMARK may provide notice to the Client and the parties shall negotiate in good faith to adjust the compensation to account for such change in INFRAMARK’s costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by INFRAMARK.
- 4. Indemnification and Release.** EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITY, COSTS, AND EXPENSES, INCLUDING ACTUAL ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY OR ARISING OUT OF THE INDEMNIFYING PARTY’S, OR ITS EMPLOYEES’, SUBCONTRACTORS’ OR AGENTS’ NEGLIGENCE.
- 5. Warranty:** INFRAMARK warrants to the Client that: (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, and in accordance with all terms of this agreement, applicable law and industry standards. INFRAMARK warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, INFRAMARK’s responsibility is limited to correction of the defect by, at INFRAMARK’s option, repair or replacement of the defective part, parts, or services. ***Unless stated elsewhere herein, INFRAMARK provides no warranty of product performance or process results. The foregoing warranties are exclusive and INFRAMARK hereby disclaims all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.*** The warranties provided herein shall not apply to any Client product which shall have been; (a) repaired or altered other than by Client or the Client’s personnel, representatives, or agents; (b) subjected to physical or electrical abuse or misuse; or (c) operated in any manner inconsistent with the applicable Client instructions for use.
- 6. Shipment and Loss or Damage to Goods and Materials:** All shipments will be made F.O.B. shipping point unless otherwise specified herein. In the absence of specific instructions, INFRAMARK will select the carrier. Title to and risk of loss for the material shall pass to the Client upon delivery to the carrier or delivery service. Materials held for the Client or stored for the Client shall be at the risk and expense of the Client. Title and risk of loss for all parts, materials, and equipment provided hereunder shall pass when such parts, materials, and equipment are shipped.
- 7. Software.** Software created on this project by INFRAMARK is owned by INFRAMARK. If noted in the scope of work, INFRAMARK may authorize use of this software inside the Client’s organization only. Authorized use includes ability to modify the software, by the Client at the Client’s risk. Under no circumstance is the Client, agent or third-party contractor of the Client authorized to distribute or use software created by INFRAMARK at locations other than the Client’s facilities.
- 8. Limitation on Damages.** In no event shall either Party be liable under any circumstances for any special, consequential, indirect, or incidental damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Client, or damages to third parties. Except for liability arising out of INFRAMARK’S gross negligence or willful misconduct, INFRAMARK’s total liability for any cause shall be limited to the compensation paid to INFRAMARK by the Client under this Agreement.



August 15, 2024

Quote Expiration
October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

9. Cyber Security. INFRAMARK shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client’s computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of INFRAMARK’s willful or negligent acts or omissions.

10. Client Information. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by INFRAMARK, INFRAMARK shall not be liable for any damages resulting directly or indirectly from such use and reliance.

11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

12. Termination. This agreement may be terminated by INFRAMARK, in whole or in part, (a) whenever Client defaults in its performance in any manner and fails to remedy same within ten (10) days after receipt of notice setting forth the default. In the event of such termination, Client shall pay INFRAMARK for all services performed and all parts, materials, and equipment ordered by INFRAMARK up to the effective date of termination. Client may terminate this agreement if INFRAMARK is in default, provided that Client has provided INFRAMARK with written notice, including sufficient information regarding the alleged default, and INFRAMARK shall have thirty (30) days from the date of written notice to cure any such default.

13. Independent Contractor. The parties acknowledge that INFRAMARK is an independent contractor and is not an agent, partner, joint venturer, nor employee Client. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.

14. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; pandemics/epidemics; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; actions, embargoes or blockades in effect on or after the date of this Agreement; orders or law of domestic or foreign courts or tribunals or other governmental authorities; loss of or fluctuations in heat, light, or air conditioning; or strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees.

15. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.

16. Choice of Law. The laws of the State of in which the work is performed shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. No litigation concerning a dispute or arising out of this agreement may be commenced by Client more than one year after completion of work by INFRAMARK.

17. Mediation and Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto through good faith discussions, the Parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the controversy or claim cannot be resolved through mediation, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party unless otherwise agreed by the Parties.

18. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.



Customer: Macon Water Authority (GA)
Project: Lower Poplar WRF - IPS Improvements
A&I Quote #: Q24 - 131547, Rev. 1



August 15, 2024

Quote Expiration
 October 14, 2024

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

- 21. Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.
- 22. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party.
- 23. Notice. All notices will be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, return receipt required, with postage prepaid. Notices required to be given to the parties by each other will be addressed to the parties at the address set forth on the first page of this Agreement.
- 24. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.
- 25. Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. An electronic copy or photocopy of this Agreement containing electronic copies or photocopies of the signatures or initials of any Party shall be binding.

Acceptance of Quote:

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE are part of this agreement. You are authorized to complete the work as specified.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20____.

OWNER/CONTRACTOR:

Company Name: _____

Signed by: _____

Print Name: _____ Title: _____

FOR _____:

Signed by: _____

Print Name: _____ Title: _____

