



*Innovative electrical solutions for a safe and reliable future.*

*Always Safe.  
Always Honest.*

October 13, 2020

City of Cocoa - Dyal Water Treatment Plant  
28400 St. Rd. 520  
Christmas, FL 32709

**Attention:** Tim Dyar, Chief of Maintenance

**Subject:** **Change Order** 825247 City of Cocoa – VFD Replacement Return Trip

Dear Tim,

CE Power Solutions appreciates this opportunity to be of service to City of Cocoa Dyal Water Treatment Plant. You can be assured that our crews will work safely to provide you with a quality project. CE Power Solutions has been a proven leader in electrical testing, commissioning, construction and engineering services. Our qualifications include:

- 24/7 Emergency service
- Highly skilled employees including NETA Certified technicians, Professional Engineers, Field Engineers, Project Managers, and Master and Journeymen Electricians
- Large local crews with access to a vast network of talent and resources to support large and turnkey projects with minimal downtime
- State-of-the-art specialized testing equipment
- Continuous training and professional development at all levels of the organization

We appreciate the opportunity to work with you on this project. If you have any questions or concerns, please contact me at 813.404.4567 or by email at [brian.spence@cepowersol.com](mailto:brian.spence@cepowersol.com)

Sincerely,

Brian Spence

Work Scope:

CE Power Solutions (CEPS) to make a return trip to finish the commissioning of the VFD once the new motor is installed and ready to run. Robert to schedule with Tim.

Notes and Clarifications:

1. CE Power Solutions is committed to a safe work environment for our personnel and in maintaining our industry leading safety record. In support of this effort, CE Power will "Move at the Speed of Safety". If site conditions are less than ideal, requiring additional time and effort to meet typical safety standards, CE Power reserves the right to pass on any delay costs to the customer.
2. This proposal includes labor, basic test equipment, and a written test report.
3. CE Power Solutions will apply appropriate state sales tax on all materials. If this project is tax exempt, please submit applicable tax-exempt certificate with purchase order or order acknowledgement upon award of the project.
4. Any equipment found defective during inspection or testing will be brought to your immediate attention. Any recommended repairs will require written authorization prior to being performed. This work will be charged per CE Power Solutions applicable rates.
5. If this proposal covers troubleshooting it does not guarantee that the equipment will be repaired. CE Power Solutions will attempt to repair the device to the best of its ability. Additional cost will be incurred if parts and/or labor beyond that which has been initially specified is required.
6. Testing and/or abatement of hazardous materials, including but not limited to asbestos and lead paint, are not included in this proposal unless explicitly stated otherwise.
7. Any delays experienced on site, not caused by CE Power Solutions, such as inclement weather, de-energizing/energizing equipment for the outage, equipment malfunction, coordination between trade(s), etc. may be subject to additional charges.
8. Notice of delays or change orders will be brought to your attention before costs are incurred. The customer must provide written authorization to proceed with any additional work.
9. Utility switching fees and/or wiring permit fees, if any, are not included in this proposal and will be additional to the base contract price.
10. A charge will apply if work is cancelled within 48 hours of the scheduled date.

Project Schedule:

1. The pricing is based on work being performed during normal working hours, Monday through Friday, 7AM-3:30PM. Work after normal working hours, Saturdays, Sundays, and Holidays is not included.
2. Any specific schedule or time frame offered for accomplishing the scope of work in this proposal is subject to prior sale and the availability of CE Power Solutions resources. The schedule for performance of this work scope must be confirmed with CE Power Solutions at the time of order placement.

Project Pricing:

CE Power Solutions is proposing to complete the Work Scope listed above for the following amount:

<b>Return Trip to finish Commissioning:</b>	<b>\$ 2,704.00</b>	<b>Total Fixed</b>
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Terms:

Standard CE Power Solutions Terms and Conditions apply

Terms: Net 30 days

This proposal is valid for 15 days

Proposal Acceptance Information

Upon acceptance of this proposal, please send contract/purchase order to:

CE Power Solutions  
Attn: Brian Spence  
3502 Riga Blvd Suite C  
Tampa, FL 33619  
brian.spence@cepowersol.com

This proposal is considered proprietary in nature, intended for the sole use of the entity addressed above, and as such is not intended for general public distribution.

## Standard Terms and Conditions of Sale

Unless a separate agreement on terms and conditions exist between the Company and the Purchaser, the following terms and conditions shall apply to all sales by CE Power Holdings, Inc., its affiliates, including CE Power Solutions, LLC, Utilities Plus Electrical Services, Inc., CE Power Engineered Services, LLC (dba CE Power, 3C Electrical, PGTI, Hope Engineering, Reuter & Hanney, Inc.) (collectively, hereinafter the "Company")

**1. Terms of Payment** - Terms are net cash due 30 day from the date of invoice. If payment is not made within the 30 days of invoice date, a late payment charge of 1 1/2% per month will be imposed on the unpaid balance. With respect to goods purchased, pro rata payments shall become due as partial shipments are made. When shipments are delayed by the Purchaser, payment shall become due from the date the Company is prepared to make shipment. Goods which at Purchaser's request (i) are held for delayed shipment or (ii) are placed in off-site storage, will be invoiced as if shipped when originally scheduled and will be held and stored at the risk and expense of the Purchaser.

**2. Payment** - If, in the sole opinion of the Company, the financial condition of the Purchaser at the time the equipment is ready for shipment does not justify the terms of payment specified, then as a condition of shipment, Company may require (i) that the Purchaser provide adequate assurances of payment or (ii) payment terms satisfactory to the Company, in its sole discretion.

**3. Quotations** -

a. Quotations are void unless accepted within thirty (30) days from the date thereof, unless otherwise stated and, in the meantime, are subject to change or withdrawal upon notice. Orders made thereon are not binding until and unless accepted by the Company. Shipping dates are approximate and based upon prompt receipt of all necessary information and approved drawings whenever required. Stenographic and clerical errors are subject to correction.

b. "Unless otherwise specified in writing, all quotes are on a straight time basis, excluding work on Saturdays, Sundays and Holidays."

**4. Changes, Deletions and Extra Work:** Purchaser, without invalidating the Contract, may order extra work scope and make changes in altering, addition to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of this Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) by estimate and acceptance of lump sum.
- (b) by unit prices named in the Contract or subsequently agreed upon.
- (c) by cost and percentage of cost or by cost and a fixed fee.

**5. Minimum Billing Charge** - The minimum billing charge will be \$100.00.

**6. Delivery** - Unless otherwise specified, all products are delivered f.o.b. point of shipment regardless of transportation costs being "allowed", "pre-paid", or "collect".

**7. Shipment Delays** - The Company shall not be liable for delays in starting work or in shipment or non-shipment due to causes beyond it's reasonable control or due to acts of God, acts of the Purchaser, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrections or riot, civil or military authority, compliance with priority orders or preference ratings issued by the Government, freight embargo's, car shortages, wrecks or delays in transportation, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities due to such causes or any of them. In the event of any such delay, the date of shipment will be extended, at the minimum, for a period equal to the period of the delay. The contract of sale will in no event be subject to cancellation by the Purchaser, whether due to delay in delivery or to any other cause, except by mutual agreement, nor shall the Company be liable under any circumstances for special or consequential damages on any account of delay.

**8. Suspension/Cancellation:** In the event Purchaser requests a suspension of work under this Contract, Purchaser shall, in writing, notify Company reasonably in advance of the suspension date; this notification will indicate the anticipated suspension period. Company shall advise Purchaser of the price adjustment resulting from the planned suspension of the work. The price adjustment will be based on Company's ability to reasonably relocate manpower, and any materials, and equipment during the suspension period. Remobilization costs will be priced on the same basis.

Purchaser may cancel this contract upon written notice and upon payment to Company of reasonable and proper cancellation charges; including but not limited to charges for engineering, testing, repair, upgrade and installation work completed, and for materials on order / in manufacture / in storage and lost profits.

If the financial condition of Purchaser at any time does not, in the judgment of Company, justify continuance of the work to be performed hereunder on the terms of payment agreed upon, Company may require full or partial payment in advance or shall be entitled to cancel the Contract and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Company shall be entitled to cancel the Contract at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. Company's rights under this paragraph are in addition to all rights available to it at law or in equity.

**9. Limitation of Liability** - The Company will not accept any penalty or liquidated damage clauses of any kind, or any liability arising from such clauses, unless specifically approved in writing by a duly authorized representative of the Company. The Company will not be liable for any indirect, special, consequential, or punitive damages (including lost profits, loss of use, business interruption, lost productivity, loss of communications) arising out of or relating to this purchase (whether for breach of contract, breach of warranty, tort, negligence, or other form of action) and irrespective of whether Company has been advised of the possibility of any such damage. In no event will the Company's liability exceed the price the Purchaser paid to the Company for the specific Goods or Services provided by the Company giving rise to the claim or cause of action.

**10. Damage and Loss Claims.** The Company shall not be responsible for loss, shortage, or damage after receipt of "in good order" receipts from the transportation company. The Company's responsibility for loss, shortage, or damage ceases with the delivery to a common carrier, at which time title and risk of loss pass to the purchaser, and all claims for loss, shortage, damage, or delay must be made to the carrier by the Purchaser. Concealed damage claims must be reported to the carrier within 15 days from the date of delivery. The Company will reasonably assist the Purchaser in securing satisfactory adjustment of any claims.

**11. Warranty**

a. The Company warrants that the (i) goods shall be as provided by the specifications provided by Purchaser and new (unless otherwise directed or permitted), and if new, without apparent damage or defect, (ii) services will be performed in accordance with the specifications provided by Purchaser and performed in a workmanlike manner. In the event Purchaser notifies Company of defective materials or workmanship within the lesser of eighteen (18) calendar months from shipment of materials or completion of the work, or twelve (12) calendar months from installation of the goods, the Company will, (i) at its option either repair or replace defective new materials, and correct the defective workmanship free of charge. Repairs or warranty work will be performed f.o.b. factory or at a Purchaser's site, at the Company's option.

b. Whenever work is performed at Purchaser's site, it will be performed during a normal eight-hour straight-time day. If the Purchaser requests that product warranty work be performed during any other time period, Purchaser will be invoiced for the premium portion of the work; i.e. the difference between the applicable rate and the overtime rate for the services performed.

c. This warranty does not apply to, nor is any expense or other damages or liability assumed for, any goods are used, which have been improperly stored, or installed, or from any accidental or intentional attempts to operate the goods in excess of their rating, or in any abnormal atmosphere or environments, or to which unauthorized repairs have been made whether or not such goods are defective or in accord with the specifications. Any such repairs or modifications must be authorized by the Company in writing.

d. This warranty does not apply to, nor is any expense or other damages or liability assumed for work performed on serviced equipment that has been subsequently serviced by another firm without authorization by the Company in writing.

**12. Equipment and Materials of Others** - The Company's responsibility does not extend to equipment not manufactured by the Company. The Company will reasonably assist

Purchaser in making claims under any warranty provided by the supplier or manufacturer of such equipment.

a. The Company's responsibility does not extend to used equipment supplied in any other than "fully reconditioned" state.

b. THE FORGOING WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FORGOING REMEDIES OF REPAIR OR REPLACEMENT SHALL CONSTITUTE THE SOLE REMEDY OF THE PURCHASER AND SOLE LIABILITY OF THE COMPANY FOR ANY BREACH OF WARRANTY.

**13. Nuclear Insurance - Indemnity -** For applications in nuclear projects, the Purchaser/Owner shall have a complete and proper insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify the Company, its suppliers and subcontractors against all claims resulting from a nuclear incident.

**14. Returned Goods -** No goods shall be returned without the Purchaser having secured approval and terms of return from the Company. The return of all goods including returnable shipping materials such as cable reels, end plates or covers, oil drums, gas bottles, etc. will not be permitted under any condition without the Company's properly executed Returned Goods Authorization Form. Goods returned without complete identification in accordance with the Company's instructions or without charges prepaid will not be accepted. The Company reserves the right to refuse any goods returned for credit.

**15. Termination -** After acceptance by the Company, an order shall not be terminated, in whole or part by the Purchaser except by agreement in writing from the Company and such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of 10% of the contract price to compensate the Company for indirect costs resulting from the termination.

**16. Rescheduling -** Rescheduling of an order by the Purchaser shall require agreement in writing from the Company and renegotiation of the price and escalation terms to reasonably cover additional costs and commitments occasioned by the change. Delivery commitments made by the Company are based upon complete specifications and/or information supplied by the Purchaser with the order and upon prompt return of approval drawings (if required by the Purchaser) by the date requested by the Company. Rescheduling of any order by the Company as a result of the Purchaser's delay in returning approval drawings shall require renegotiation of price and escalation terms to reasonably cover additional costs and commitments occasioned by the delay.

**17. Drawing Approval and Changes -** If at drawing approval the Company has failed to design the product in accordance with the Purchaser's specification, the Company will, at its expense, make appropriate changes. Where Purchaser's specifications are not definitive, the Company reserves the right to design the product in line with, in the Company's judgment good engineering practice. If at drawing approval, the Purchaser makes changes outside the

scope of the design as covered in Purchaser's specifications, the price and delivery terms shall be renegotiated to reasonably cover any additional cost and commitments occasioned by the change. Changes made to an order by the Purchaser after engineering is completed or entry of the order into manufacturing will result in substantially greater costs and delivery delays.

**18. Taxes -** Prices quoted are exclusive of any present or future federal or state taxes or local sales, use or excise taxes. If any such present or future sales, use or excise taxes apply, then they will be added to the invoice as a separate item unless Purchaser has furnished an acceptable tax exemption certificate from such tax prior to shipment.

**19. General -** Company shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of the Purchaser. The Company reserves the right to subcontract any of the work to one or more subcontractors.

The delegation or assignment by Purchaser of any or all of its duties or rights hereunder without Company's prior written consent shall be void.

The rights and obligations of the parties under this Contract shall be interpreted and governed in all respects by the laws of the state of Ohio. If either party brings against the other party any proceeding arising out of this agreement, that party may bring that proceeding only in the United States District Court for the Southern District of Ohio or, only if there is no federal subject matter jurisdiction, in Hamilton County Court of Common Pleas, Cincinnati, Ohio.

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

Company shall comply with all state and federal safety and health laws, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA) and all standards, rules, regulations and orders issued pursuant to such state and federal safety and health laws and laws related to non-segregated facilities and equal employment opportunity.

This Contract contains the complete agreement between the parties and no modification, amendment, revision, waiver or other change will be binding on Company unless assented to in writing by Company's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Company. Purchaser shall obtain and pay for all necessary permits for the work to be done and shall hold company harmless from any liability for work done without said permits.

INITIALS: COMPANY \_\_\_\_\_  
PURCHASER \_\_\_\_\_

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Revised February 6, 2018