

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

**2025 Maintenance
RVA-CP-Q25510
6/5/25**



Setting The
Standard of Excellence
In the Power Industry

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Date: Jun 5, 2025

Jean Manuel
CITY OF ALEXANDRIA VIRGINIA SANITATION
1800 LIMERICK STREET
ALEXANDRIA, VA 22314

Phone: 703-721-3500 ext. 2210
Cell: 703-966-3686
Email: jean.manuel@alexrenew.com

Reference: EPS Quote #RVA-CP-Q25510

Attn: Jean Manuel

Thank you for your interest in Electric Power Systems International Inc. ("EPS"). We are pleased to offer our professional services on 2025 Maintenance. EPS will provide the necessary field service engineers, technicians, tools, and test equipment to complete the outlined proposal and definition of project scope of work.

EPS is setting the standard of excellence in the power industry by using our unsurpassed experience, safety record, state-of-the-art training programs and professional credentials. As a full member of the International Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA / ANSI standards.

EPS offers complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, transformer services, engineering studies, and electrical and safety training. By selecting EPS, you will quickly understand how we are your single source solution for all your electrical reliability needs. EPS has 30+ offices located in North America and experienced professionals when and where you need them, to meet your project schedule. For more information, visit our website at www.epsii.com

Thank you for giving Electric Power Systems International Inc. the opportunity to provide service for your electrical requirements and for your cooperation and continued support. Please feel free to contact me at 412.760.9195 to schedule this work or if you have any questions.

Respectfully Submitted,

Cheryl Pinello
SLSMGR - Sales Manager

Coraopolis, PA 15108

412.760.9195 Office
c.pinello@voltyx.com
www.epsii.com



Project:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on 2025 Maintenance. This project is located at 1800 Limerick St, Alexandria, Virginia. All testing will be in accordance with Maintenance Testing Specifications as stated below.

This service proposal is designed using industry standards to provide economic and safety-related benefits. This program will also establish a base-line record or trending data to be utilized as an ongoing maintenance program to enhance the system reliability through future preventive maintenance.

Equipment to Be Tested Per the Following Scope of Work:

Building A Equipment	Number
Switchgear	1
Transformers	2
Circuit Breakers	17

Building F Equipment	Number
Switchgear SS-1 & SS-2	2
Circuit Breakers- MV	23
Protective Relays (MB)	8
CPT	2

Building G Equipment	Number
Switchgear	8
Transformers- Dry Type	4
Transformers- Oil Filled	6
Switches	12
Circuit Breakers- MV	26

Building L Equipment	Number
Switchgear	2
Transformers	4
Switches	4
Circuit Breakers	42

Building 44 Equipment	Number
Switchgear	1
Transformers	1
Switches	1
Circuit Breakers	9

Project Schedule:

1. Project will be performed based on customer's mutual agreed upon schedule.

Pricing:

Total price for Inspection & Testing of electrical equipment listed above for this project is as follows:

Price For Building A Listed Above Only:.....\$ 18,211.00 USD

Price For Building F Listed Above Only:.....\$ 36,184.00 USD

Price For Building G Listed Above Only:.....\$ 77,124.00 USD

Price For Building L Listed Above Only:.....\$ 34,245.00 USD

Price For Building 44 Listed Above Only:.....\$ 16,272.00 USD

** Assuming work is performed during Normal Business Hours = ST**

**Pricing includes travel expenses, per diem, etc.*

**Pricing excludes any equipment not listed in the scope of work above.*

Electric Power System Responsibilities:

1. Provide all necessary field service engineers, technicians, tools, and test equipment to complete the testing of the equipment as defined by the projects scope of work.
2. Provide all required documentation for the applicable field tests as defined by the projects scope of work.
3. Perform the following safety tasks:
 - a) Perform a daily onsite Job Hazard Analysis (JHA) prior to commencing any site activities.
 - b) Coordinate with the customer to perform Lock-Out/Tag-Out (LOTO) activities as required by the projects scope of work.
 - c) Perform equipment inspections as required by the project scopes of work.
 - d) Report any items that are believed to have a potential for an unsafe work condition.
4. Provide a full report to include the scope of work, test dates, test data, and any discrepancies discovered with recommendations.

Customer Responsibilities (but not limited to):

1. Supply personnel for assistance with loading and unloading test equipment if required by the projects scope of work.
2. Supply adequate power for test equipment as required by the projects scope of work.
3. Supply all lifting devices if required by project scope of work.
4. Coordinate, supply and ensure all scheduled equipment in a priority list defining sequential order by the project scope of work to be tested available upon arrival of EPS Personnel.
5. Allow and ensure free, clear, and uninterrupted access to all equipment being tested and in the projects scope of work.
6. Client to provide an on-site employee who is qualified and familiar with the electrical system, and any jobsite regulations.
7. Client to remove and reinstall all circuit breakers listed above in the scope of work for testing.
8. Provide up to date documents as required, such as protective device settings, any necessary electrical drawings, or manufacturer's instruction manuals.
 - a) If drawings and settings are not available, EPS Engineering Services can update one-line drawings and perform a coordination study for an additional fee (if applicable).
9. Arrange and pay for any utility outages that may be required to de-energize equipment to be tested.

10. Customer shall perform all switching required to de-energize the equipment to be tested.
 - a) If EPS is required to perform switching, customer must submit a signed Switching Agreement relieving EPS of any and all liability associated with such switching activity.
11. Provide allotted time per project scope of work to allow EPS lead personnel to walk the project site and finalize project logistics and schedule (if required).
12. Cable terminations need to be made accessible and possibly de-terminated for specific tests.
13. If a request for quote (RFQ) does not include one-line drawings, schematics, three lines, a schedule of work, or specifications, pricing may be affected by additions to the scope not initially accounted for.
14. EPS will require all equipment to be installed, set on pads, and grounded before testing.
15. Client to provide a safe location for test equipment to be left on-site for the duration of the project.
16. Cover the costs of illness/disease testing and or PPE fitment if applicable.

Terms of Payment

An invoice in the amount of the above firm price, plus billing for any additional work or standby time outside of EPS control will be issued upon completion. Or progress billing could apply for the defined scope of work based on the length of the project. Payments are due and payable Net 30 days from the date of each invoice.

The issuing of a purchase order to EPS along with credit approval, will be sufficient to form an agreement to the terms and conditions referenced in this proposal.

This proposal is based upon working Monday thru Friday, normal business hours (excluding holidays) which includes a 40-hour work week (unless otherwise stated above).

General Clarifications and Assumptions:

1. Price assumes work to be performed Monday thru Friday, normal business hours (excluding holidays).
2. EPS shall be notified, a minimum of ten working days prior to being required to mobilize.
3. This quote is only valid for 30 days from the date of the proposal.
4. If this is a Public Works or Federal/State/Local funded project and subject to Prevailing Wages this proposal can and will change based on the current Public Works wage determinations based on the location of the said project involved. Any failures and or/omittance as to the knowledge of a public works project shall allow EPS to remedy any monetary/contractual/legal requirements of said project subject to Prevailing wage to take place and you the "CLIENT" agrees to pay the additional costs associated with the public works project. EPS follows all Federal/State/Local requirements on any level and will comply as such in doing it so it is the "CLIENTS" responsibility to fully disclose all the requirements of their obligations as well when entering into any Federal/State/Local funded projects.
5. This price does not include any time associated to safety meetings, training, commissioning meetings or gaining security access.
6. EPS Terms and Conditions of Sales and Services are here by incorporated into this proposal.
7. The price above is based on the assumption of accuracy of the electrical system data supplied to EPS (e.g. single-line diagram, equipment list or another source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or safety guidelines (e.g. safety equipment, procedures) may result in

- a work stoppage, and be additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
8. Payment subject to any withholding or offset for disputed amounts, shall not delay payment of the original contract, which shall be paid Net 30 days from receipt of properly submitted and documented invoice.
 9. EPS will require a purchase order, letter of commitment or written notice to proceed prior to the start of this project.
 10. EPS reserves the right to bill for any project delays (especially if EPS is forced to remain on-site until testing is ready to be performed & updated settings/drawings provided) caused by pre-start delays and/or on-going project delays/deficiencies. This proposal is based on a set amount of mobilizations/demobilizations as stated per the items listed above and if additional site visits are required for any reason before or after the agreed upon project completion deadline; additional T&M charges will be incurred per EPS' rate sheet. The following will be billed in accordance with EPS' rate sheet:
 - a) Retest or repair of any faulty equipment.
 - b) Significant on-site project delays including but not limited to acquiring accurate relay settings or drawings, equipment deliveries, installation, weather delays, equipment problems or stand-by time.
 - c) Testing scope of work deficiencies or troubleshooting.
 - d) Optional work or expenses in addition to or outside of the scope of work, as indicated in this proposal.
 11. Price assumes days for equipment testing with 1 mobilization(s) each building. Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.
 12. Any additional materials furnished by EPS outside of the described scope of work will require prior approval by the customer before ordering and are subject to cost plus, taxes, and freight charges.
 13. Any equipment rented, such as man-lifts, generators, load banks, etc., will be subject to an upcharge plus delivery or shipping.
 14. This price is for testing each item listed in the scope of work once. Any retesting of defective equipment or replaced equipment will be considered out of scope work, and will require a change order.
 15. No equipment will be energized prior to testing, EPS must be notified by the client prior to energizing any switchgear.
 16. All tested equipment will have a calibration sticker applied with the calibration date document (if applicable).

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ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. TERMS AND CONDITIONS OF SALES AND SERVICE

1. Terms and Conditions of Sale

a. ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. (the "Company") pursuant to the other documents (the "Purchase Order") attached hereto and incorporated herein has agreed to provide the services set forth in the Purchase Order to CITY OF ALEXANDRIA VIRGINIA SANITATION (the "Purchaser").

b. The Terms and Conditions contained herein shall not be modified by oral, parol, or other extrinsic evidence, but may only be modified or supplemented by a written document duly executed and accepted by Company. The Terms and Conditions contained herein supersede any prior or contemporaneous agreements or correspondence between the parties. In the event of any conflict between the Terms and Conditions set forth herein and the Purchase Order, then in that event, the Purchase Order shall control.

2. Terms of Payment

a. Unless stated otherwise in Company's Purchase Order, the full invoice amount is due and payable within thirty (30) days of invoice date.

b. All invoices submitted by the Company to Purchaser shall be paid as set forth above. In the event invoices are not paid in accordance with such terms of payment, interest shall be charged on each invoice at one and one half (1-1/2%) percent per month on the unpaid balance (or at the maximum legal rate permitted), computed from the date payment is due (as set forth in 2.a. above) until the date paid.

c. In the event that the Company incurs legal expense(s) in enforcing its rights to receive timely payment of all invoices, Purchaser agrees to pay all reasonable attorney's fees, court costs, and other expenses incurred by the Company.

d. Any check or remittance received from or for the account of the Purchaser may be accepted and applied by Company against any indebtedness or obligation owing by Purchaser as shown by the books and records of Company without prejudice to or the discharge of the remainder of any such indebtedness or obligation regardless of any condition, statement, or notation appearing on, referring to or accompanying such check or remittance.

3. Payment

a. If, in the opinion of the Company, financial condition of the Purchaser at the time the parts or equipment is ready for shipment or services are ready for performance is such that the Company does not believe the Purchaser will make timely payment, the Purchaser may be requested before shipment or before performance of services, to arrange terms of payment reasonably satisfactory to the Company.

b. In the event of the insolvency, bankruptcy or default of the Purchaser, the Company shall be entitled to cancel any outstanding Purchase Order(s), to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of parts or equipment repaired or serviced under the Purchase Order until the charges are paid. If the charges are not paid within ninety (90) days of completion of the work and invoicing the Purchaser, Company, at its option, shall be entitled to sell the parts or equipment at a public or private sale upon the giving of written notice to the Purchaser at least five (5) days prior to such sale.

4. Quotations

a. Unless otherwise stated, Quotations are void unless accepted within ninety (90) days from the date thereof. During said period and prior to acceptance, all Quotations are subject to change upon notice. All Orders made thereon are not binding until and unless accepted in writing by the Company. Shipping dates are approximate and are based upon prompt in writing receipt of all necessary information and with approved drawings whenever required. Stenographic and clerical errors are subject to correction.

5. Price Policy

Prices are subject to change without notice. Applicable price adjustment clause(s) will be stated at the time of quotation and will be included as part of the quotation.

6. Delivery - Risk of Loss

All transportation costs shall be for the account of the Purchaser and shall be added to the invoice. The parts or equipment sent to the Company for repair shall be delivered by Purchaser F.O.B. the Company's Service Center. Repaired parts or equipment and other parts or equipment furnished by the Company shall be delivered to the Purchaser F.O.B. the Company's Service Center. Risk of loss or damage to any parts or equipment furnished by the Company under the contract shall pass to the Purchaser F.O.B. the Company's Service Center. Title to any parts or equipment finished by the Company under the contract shall pass to Purchaser upon payment in full. Risk of loss or damage to the Purchaser's parts or equipment shall be with the Purchaser at all times.

7. Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on its Purchase Order that an earlier shipment is not permissible, the Company reserves the right to ship prior to the contract shipping date.

8. Force Majeure

a. The Company shall not be liable for failure to perform or for delay in performance due to fire, flood, strike labor issue(s), act of God, act of any governmental authority or of the Purchaser, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, unanticipated, hidden or concealed site conditions, or due to any cause beyond its reasonable control.

b. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. The Company reserves the right to amend the purchase price as a result of increased costs from such delay.

9. Penalty Clauses

Under no circumstances shall the Company be liable or responsible for any penalty or liquidated damages of any kind, written or implied, nor shall Company be liable for any liabilities arising directly or indirectly out of such clauses, unless such penalty or liquidated

damage provision has been accepted and approved by Company in writing by a duly authorized designated officer of the Company.

10. Warranty

a. The Company expressly warrants, subject to the terms, conditions, and limitations contained herein that: (a) any replacement or other parts furnished by it, or any work done by it on the Purchaser's equipment shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the Purchaser shall be adequate for the work to be performed, and (c) the services performed by it will be competent.

b. The Company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which is first manifested within a period of one (1) year after completion of the work, or shipment of the part. Such correction may, in the case of item (a) above, and at the election of the Company, be limited to the repair or replacement F.O.B. the Company's Service Center, of the defective part or parts furnished by it. In the case of any other breach of the foregoing warranty, the Company shall furnish its services or specialized tools, equipment and instruments, to the same extent as provided on the original work. It is understood and agreed that, unless otherwise agreed to in writing by the Company, the Company assumes no responsibility with respect to the suitability of the Purchaser's equipment or with respect to any latent defects in the same. In no event shall the Company be responsible for providing working access to the defect (which working access shall be the sole responsibility of the Purchaser), including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit the Company to perform its warranty obligations, or transportation costs to and from the Company factory or repair facility, or for damage to equipment components or parts, resulting in whole or in part from improper maintenance or operation, or from their deteriorated condition. The condition of any tests shall be mutually agreed upon and the Company shall be notified of, and may be present at all tests that may be made.

c. The above warranty term does not apply to products which have a useful life, under normal use, inherently shorter than the one (1) year period indicated above in which instance the warranty shall extend only to that period of its useful life. The Company's sole responsibility with respect to products manufactured by the supplier is to extend to Purchaser the same warranty it receives from the supplier.

d. The Company warrants that any engineering studies performed by it will conform to good professional standards then existing at the time of performance. Any portion of the study which does not so conform shall be corrected by the Company upon notification in writing by the Purchaser within six (6) months after completion of the study.

e. All warranty work shall be performed on a single shift straight time basis, Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Purchaser's account.

f. These warranties shall not apply to any work which (i) has been improperly repaired or altered (other than by Company); (ii) has been subjected to misuse, negligence or accident; (iii) has been installed, commissioned and used in a manner contrary to Company's instructions; (iv) is comprised of materials provided or design stipulated by Purchaser; (v) is used equipment; (vi) has been damaged by or subjected to abrasion, corrosion, or chemicals and gasses due to the physical environment or other conditions exceeding those specified, including without limitation temperature or dirt.

g. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS PURCHASE ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AND MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OR TRADE ARE EXPRESSLY DISCLAIMED HEREIN, WITH THE EXCEPTION SOLELY OF THE WARRANTY OF TITLE AND WARRANTY AGAINST PATENT INFRINGEMENT.

11. Limitation of Liability

a. THE COMPANY AND ITS CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AND OTHER AGENTS SHALL, UNDER NO CIRCUMSTANCES OR EVENT, BELIEABLE TO PURCHASER IN EITHER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF EQUIPMENT OR POWER SYSTEM ARISING DIRECTLY OR INDIRECTLY OUT OF THE WORK OR SERVICES PERFORMED BY THE COMPANY OR THE PARTS AND EQUIPMENT UTILIZED OR PROVIDED HEREIN. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL ALSO APPLY TO ALL CLAIMS OF CUSTOMERS OF PURCHASER AND ANY DAMAGES SUSTAINED BY SUCH CUSTOMERS.

b. THE LIMITATION OF LIABILITY CONTAINED IN SUBPARAGRAPH a. ABOVE, BY WAY OF ILLUSTRATION, AND NOT BY WAY OF LIMITATION SHALL PERTAIN TO ANY AND ALL LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH THEREOF OF ANY PURCHASE ORDER BY THE COMPANY, AND FROM ANY LIABILITY ASSOCIATED WITH THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, SUPERVISION, DIRECTION, MAINTENANCE, REPAIR, OR USE OF ANY EQUIPMENT COVERED OR FURNISHED UNDER THE PURCHASE ORDER WHETHER SUCH DAMAGES ARISE IN contract, warranty, in tort (including negligence or otherwise).

c. THE TOTAL AMOUNT OF ANY AND ALL CUMULATIVE RECOVERY AGAINST THE COMPANY AND ITS CONTRACTORS, SUPPLIERS,

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SUBCONTRACTORS, AND OTHER AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER EXCEED THE LESSER OF THE AMOUNT OF THE PURCHASE ORDER, INCLUDING ANY AND ALL CHANGES THERETO, OR THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).

12. Insurance

During the performance of the Work, the Company shall obtain and maintain the following insurance:

- Workman's Compensation Insurance and Employer's Liability Insurance as required by law;
- Comprehensive General Liability Insurance with a limit of \$1,000,000 each occurrence/aggregate for bodily injuries and with a limit of \$1,000,000 each accident/aggregate for property damage.
- Automobile Liability Insurance with a combined limit of \$1,000,000 bodily injury and property damage.

If Purchaser so requests, the Company shall furnish Purchaser with certificates evidencing the foregoing coverage.

13. Nuclear Insurance – Indemnity

With respect to nuclear projects, the Purchaser or the owner of the facility shall have complete and proper insurance protection against liability and property damage which may result from a nuclear incident, and shall agree to indemnify the Company, its suppliers, employees, contractors, and subcontractors of and from any and all claims, actions, causes of actions, or lawsuits resulting from a nuclear incident.

14. Returns

No equipment, product, parts, or supplies may be returned without first securing the prior written approval and terms for return from the Company. The return of all of the aforesaid items shall not be permitted without a properly executed returned goods authority form accepted by the Company. All of such items returned which do not provide instructions strictly in accordance with the Company's authority or without charges prepaid will not be accepted. The Company reserves the right to refuse any of such items for credit. All materials returned and accepted will be subject to a minimum twenty percent (20%) restocking charge.

15. Termination

After acceptance by the Company, a Purchase Order shall not be terminated, in whole or in part, by the Purchaser except by agreement in writing from the Company and any 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 ten (10%) percent of the contract price to compensate for indirect costs resulting from the termination.

16. Patents

Subject to those limitations set forth herein and more specifically paragraphs 10 and 11, the Company will, at its own expense, defend any suit which may be brought against the Purchaser based on a claim that any equipment, materials, or services furnished by the Company under contract constitutes an infringement of any United States letters patent (provided the Company is notified promptly of such suit and copies of all papers therein are delivered to the Company), and the Company agrees to pay all judgments and costs recovered in any such suit and to reimburse the Purchaser for costs or expenses incurred in the defense of any such claim or suit. In case said apparatus or any part is held to constitute infringement and the use of the equipment, materials, or services is enjoined, the Company shall, at its own expense, either procure for the Purchaser the right to continue using the apparatus or part or replace with non-infringing equipment, materials, or services or modify it so it becomes non-infringing, or remove the equipment, materials, or services and refund the purchase price and the transportation and installation cost thereof. The indemnity obligations of this Section shall not apply to (i) equipment or programming specified by the Purchaser, (ii) modification made to equipment by the Purchaser or at its request, or (iii) use of equipment in combination with other equipment not supplied or approved by the Company hereunder. The foregoing states the entire liability of the Company for patent infringement by the equipment, materials, or services or any part thereof.

17. Taxes

Prices quoted are exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless the Purchaser has furnished an acceptable tax exemption certification from such tax prior to shipment.

18. Scrap Materials

All scrap materials become the property of the Company.

19. Containers

An extra charge will be made for returnable containers and special shipping devices. A refund will be made only if the containers are returned in good condition to the factory or other point designated by the Company within ninety (90) days from the date of original shipment charges prepaid.

20. Site Exclusions

The Company shall not be liable or responsible in any way for any liability arising from any unanticipated, hidden or concealed site conditions of Purchaser's site or for injury to person(s) or property which is caused by such condition.

21. Confidential Information

All financial, statistical, operating and personnel materials and information, including, but not limited to, manuals, designs, drawings and specifications, and computer software programs and related documentation relative to or utilized in the Company's business or in the business of any affiliate or subsidiary of the Company is acknowledged by the Purchaser to be the valuable and confidential property of the Company. The Purchaser shall keep and maintain the confidentiality of such information and shall instruct its agents, employees, contractors, and subcontractors of the requirement that such information remain confidential. The Purchaser shall not disclose, photocopy, or otherwise duplicate any such materials without the prior written consent of the Company. Any unauthorized use of such materials or information by the Purchaser shall not affect the Company's ownership rights or the confidential status of such information.

22. Non-Solicitation

Purchaser agrees that it will not directly or indirectly engage, employ, solicit, or contact with a view toward the engagement or employment any person who is employed by or who acts as an independent contractor on behalf of the Company during the timeframe during services are rendered to Purchaser, and for a period of one (1) year after the completion of the project. In the event of any threatened breach of this non-solicitation provision, Company shall be entitled to injunctive relief by way of an Order to Show Cause, Temporary Restraining Order, Temporary Injunction, and Permanent Injunction without the necessity of posting bond.

23. Default/Breach

In addition to all other remedies available to Company, the Purchaser shall be liable and responsible to Company for any and all reasonable attorney's fees, costs, and expenses incurred with respect to enforcing the provisions of the terms and conditions of this Agreement including, but not limited to, all payment obligations required hereunder in the event of any default or breach of any terms and conditions contained herein by Purchaser.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

25. Forum Selection Provision

[The Company and Purchaser and all persons claiming any rights or privileges hereunder agree that the Circuit Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri shall be the sole and exclusive forum for the commencement and prosecution of any lawsuit. The Company and Purchaser agree to waive any and all objections they have to such forum and to jurisdiction, and agree that this provision is reasonable and affords access to the courts to all parties concerned hereunder. This section may be used by any party as a bar to any action filed in any other jurisdiction or in any other venue.]

26. Customer Responsibilities

Our delivery of the services provided herein at the fees set forth herein are dependent, among other things, upon your involvement in all aspects of the services rendered; your ability to provide accurate and complete information as required; your timely and effective completion of any responsibilities assigned to you; and timely decisions and approval by your management. You will be required to provide adequate work facilities either onsite or offsite, as may be reasonably acceptable to us.

27. Entire Agreement

The terms and conditions herein, including all documents executed by the parties and pertaining hereto, constitute the entire agreement and understanding between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, whether oral or written.

28. Amendment and Waivers

No changes, deletions, additions, or amendment to the Purchase Order and Terms and Conditions contained herein shall be valid unless in writing duly executed by each of the parties hereto.

29. Severability.

Any term or provisions of the Purchase Order and the Terms and Conditions contained herein that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining Terms and Conditions contained herein, and said remaining provisions shall continue with full force and effect as if such unenforceable or invalid provision shall not have been inserted in the first instance.

Accepted by: _____

Title: _____

PO #: _____

Date: _____