

ATTACHMENT C

ELECTRICAL AND INSTRUMENTATION



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

August 4, 2023

City of Fircrest
120 Ramsdell St,
Fircrest, WA 98466

via email: jeffd@cityoffircrest.net and r.clements@is-inc.com

Attn: Jeff Davis & Robert Clements
Subject: City of Fircrest
44th St and 67th Ave. Lift Station
I&C Package Scope and Fee

Dear City of Fircrest:

We are pleased to quote the instrumentation and control system required for the 44th St and 67th Ave Lift station based upon the 90% design drawings. The control system matches the standardized design used on the most recent previous projects. A new outdoor rated control panel features an ATS, motor control, and automation process control equipment in a single enclosure. The associated field devices integral for process control are also included in the I&C scope of supply.

Installation of the control system is to be provided by the Contractor and their selected subcontractors.

Key Deliverables in the I&C Scope

The I&C package, supplied by S&B includes the following:

1. Main Control Panel (MCP)
2. Pump Termination Panel
3. Process Instrumentation in I&C Package
4. SCADA Computer Visualization System Updates
5. Headquarters Communication Updates
6. Startup and Commissioning Services

Detailed Scope of Supply

Details to each portion of the I&C Scope of Supply are described below:

Scope of Supply:

Main Control Panel (MCP)

The MCP enclosure is an outdoor Nema Type 3R 72"H x 60"W x 24"D unit. The left side of the unit has 240vac power distribution, ATS, RVSS motor starters, SPD, and feeder breakers. The right side of the unit has the controls (PLC, HMI, ISR area, etc).

The automation and motor control hardware follows City standards and offers ease of integration and compatibility with existing infrastructure. The cellular antennas will be pre-installed on the exterior of the

August 4, 2023

City of Fircrest

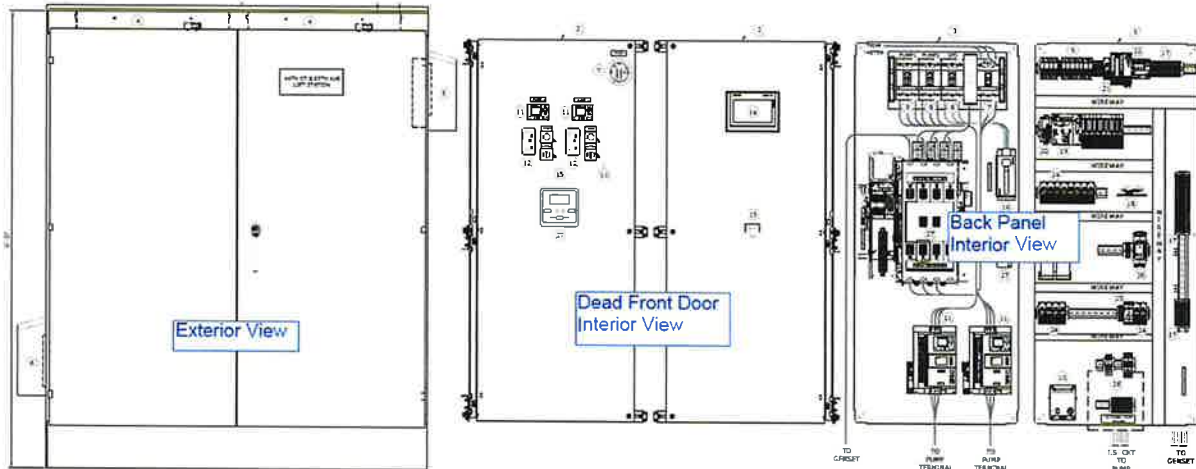
44th St & 67th Ave Lift Station - I&C Package

Page 2 of 5

enclosure. The touch panel provides operational control locally as well as status /diagnostics information of the process control system and motor starters.

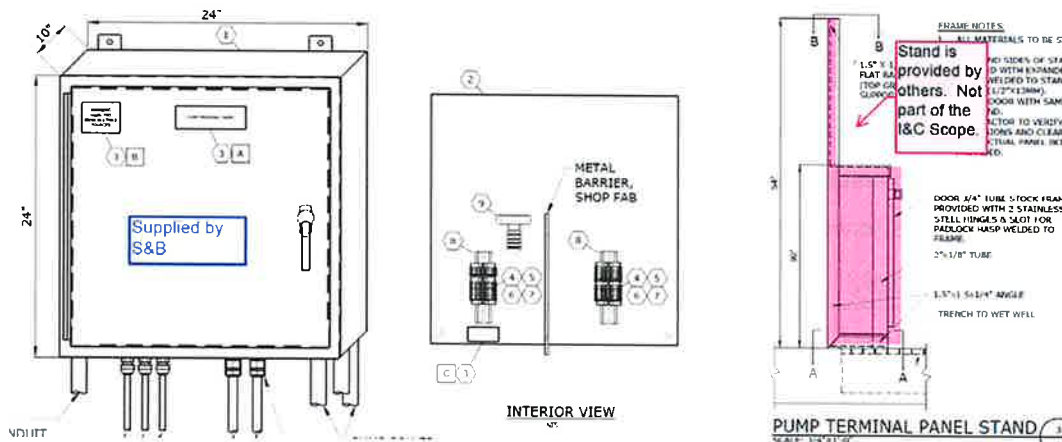
The ATS is supplied and installed in the control panel by S&B. This is to improve the lead time and coordination required for installing in the MCP.

Two (2) 11-pin relay bases are provided pre-wired, so the pump vendor can field-plug the moisture/seal fail relay into the supplied base during commissioning.



Pump Termination Panel (PTP)

The PTP, as shown on drawing E-4, is a Nema Type 3R 24"H x 24"W x10"D enclosure. The enclosure is a wall mount unit, with only terminal blocks inside for power and control wiring to terminate. **Please note that the stand (detail 3 on sheet E-4) is NOT included in our scope of supply.**



Process Instrumentation

The following instrumentation is provided as part of the process control system

- Submersible Level Probe
- High-High Wetwell float switch

- High wetwell float switch
- Smoke Detector (pre-mounted in MCP)

SCADA Computer Visualization Updates

S&B will update the City's SCADA computer system to reflect the new assets, alarms, and status information at the facility. Additionally the alarm notification system will be updated accordingly. This work will not affect the Contractor's startup work, and will be commissioned by S&B, and scheduled directly with the City, prior to final facility startup.

Headquarters Communication Upgrades

S&B will commission a new cellular modem at the headquarters to link the MCP's cellular to the headquarters cellular. This work will not affect the Contractor's startup work, and will be commissioned by S&B, and scheduled directly with the City, prior to final facility startup.

Startup and Commissioning Services

S&B will provide two (2) days of startup and commissioning services. The first day focuses on process instrumentation checkout and general motor control. **This must be coordinated with the pump vendor so it occurs on the same day.** The 2nd day is the complete automated facility checkout.

Contractor Responsibilities

The Contractor is responsible for the following items related to the I&C package:

- All coordination, planning, and delivery of the I&C system
- Acceptance of equipment when the I&C package has passed the shop test at S&B Inc. Contractor will be given a 20 day notice prior to delivery. Contractor is responsible for all freight charges if delivery is different than the jobsite or Will Call pickup.
- All movement and storage of the IC equipment. This includes following the prescribed storage requirements of the control panels and instrumentation in a thermally controlled environment to ensure the warranty is maintained. Reference the included Control Panel Storage and Installation guide.
- Installation of equipment, including all bolts, fasteners, sealants, or other materials to support the required installation method.
- Coordinating a startup day to include both the pump vendor and S&B to ensure the pumps can be commissioned correctly with the required vendor support.
- Communicating with S&B of the anticipated startup dates, or changes to the startup dates. The Contractor must request dates with at least a 2-week advance notice. S&B will give startup date options from dates that are currently available.
- Contractor is responsible to complete the S&B supplied pre-startup checklist, sign and return, to ensure the systems are both mechanically and electrically ready for startup services. If S&B arrives to perform the requested startup services and systems are ready, the Contractor will be responsible for purchasing additional startup time at current S&B rates to complete the startup.

Challenges:

- Automation Lead Time

We are experiencing the longest lead times in our company's 45 years of operation with CPUs and analog IO modules requiring 45 to 48 weeks to receive equipment. Other portions of the control panel may arrive to our facility within 6 to 22 weeks of order. Therefore, the entire control panel cannot be completed until the entire bill of materials arrives. Following fabrication, S&B performs a shop test of the control panel with software/hardware to validate the system prior to shipment, which takes approximately 2-weeks. **Therefore, the Contractor can reasonably expect the lead time for the MCP to take 47-50 weeks from receipt of a signed purchase order.** These estimates are based off of current lead times, and are subject to change based upon factory conditions. S&B will communicate with the Contractor if the dates change.

Exceptions / Deviations from 90% Design Documents

- Plans: none
- Specifications: not provided, using S&B standards as quote basis.

Pricing:

The pricing for the scope of work is sold as a lump sum value of **\$91,460.**

Standard Inclusions:

- Award based on a supply purchase order issued.
- Equipment is factory tested and shipped FOB factory with freight allowed, common carrier, destination.
- Shop Drawings, instruction manuals and software documentation via electronic media.
- Submittal Documentation per specifications
- Field Engineering Services for technical support of installation questions, start-up, and acceptance testing of equipment supplied by this quotation. S&B is a designer and supplier of control system equipment, providing technical support and engineering services to review installation of our equipment, commission and attest to its compliance with the project specifications.
- **Quote is valid until 10/31/23.**

Standard Exclusions:

Unless specifically included as a line item in this quotation's scope of supply the following are excluded from our scope of deliverables:

- Specific date of delivery guarantee, our quote reflects best estimate at time of quotation.
- State and local sales tax
- Installation costs and any associated permits
- Conduit, wire or cable external to the control system panels listed in this scope.
- Mounting brackets, stanchions, supports, pads that are not integral to the control system panels or process instruments listed in this scope.

August 4, 2023

City of Fircrest

44th St & 67th Ave Lift Station - I&C Package

Page 5 of 5

- Liquidated damages (available upon request and definition of scope)
- Subcontract (available for additional cost). This includes costs associated with certified payroll submission, EEO reports, completion of Affidavit of Wages paid.
- Bonding (service available for additional fee)
- Credit Card payment (service available for additional fee)
- Equipment not specifically listed in our scope of work.

Our quotation is based on a progress payment schedule in compliance with the specifications. Our payment requests will be submitted electronically, 7 calendar days prior to the monthly closing date for inclusion. Failure to submit qualified payment requests or to transfer monies distributed by the Owner within 7 days for such payment requests may result in a 'stop work' until progress payments and interest charges are paid. Our form 977 (attached) provides our standard terms and conditions.

We look forward to the opportunity to work on this important project and will contribute to making this successful by delivering the highest quality of materials and startup services according to the agreed schedule. Please feel free to contact us regarding any questions that you may have regarding our quotation.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Jordan Stead', written in a cursive style.

Jordan Stead

Project Estimator / Inside Sales

S&B Inc.



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

Control Panel Storage Requirements:

The Contractor is responsible to maintain the internal conditions of the enclosure(s) from receipt of shipment until commissioning. It is critical to mitigate any threat of moisture intrusion and/or freezing conditions to the interior of the panel in order to protect the internal electronic components. Therefore, the Contractor is responsible for:

- storing the control panel in a controlled environment prior to installation,
- scheduling the installation of control panel to be as close as possible to commissioning date to reduce the time the enclosure is exposed to harsh weather/environment conditions,
- preventing moisture entry and/or buildup in the control panel,
- maintaining internal temperatures above 32°F,
- maintaining internal environment to be above the locale's dew point, and
- mounting enclosure with necessary moisture barriers and sealants as specified in the contract plans/specs

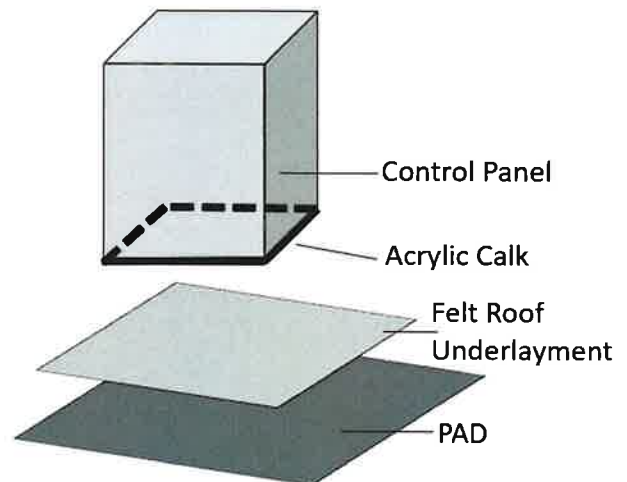
We recommend the use of desiccant packs, dehumidifiers or similar equipment with regular intervals of on-site visual inspection and equipment exchange to keep the environment is maintained.

Failure to maintain the control panel environment may result in component(s) and/or control panel replacement and S&B component replacement field labor at the Contractor's expense.

Control Panel Installation Requirements:

The contractor is responsible to adhere to the following governance and requirements when installing the control panel:

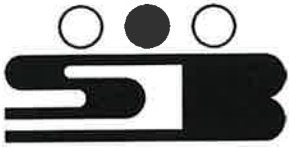
- All cuts to the enclosure shall be painted to cover the exposed raw metal.
- The enclosure shall be installed with ASTM 15 or synthetic underlayment placed between concrete slab and enclosure
- A continuous, sealing bead of acrylic calk must be placed on the outer edge of the enclosure to create a seal against the concrete pad.
- All conduits must be plugged with Rectorseal® duct sealant to prevent moisture ingress and condensation formation within enclosures.



Solution Partner

Automation

SIEMENS



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

GENERAL TERMS AND CONDITIONS – INSTRUMENT/CONTROL SYSTEMS

1. SCOPE

These terms and conditions apply to the sale of all instrument/control (I/C) systems assembled by S&B Inc. (Seller) and any inconsistent terms and conditions in Purchaser's purchase order are not binding on Seller, unless accepted, or these terms and conditions are modified by an authorized S&B Inc. representative.

2. ACCEPTANCE

Purchase orders received from Purchaser do not bind Seller unless accepted by an Officer of Seller, either by acknowledgment, written acceptance, promise to ship, or shipment of the I/C systems communicated to Purchaser. Acceptance is expressly made conditional on Purchaser's assent to Seller's Material Terms and Conditions, which are additional to or different from Purchaser's terms, unless Seller agrees otherwise in writing.

3. PRICE AND PAYMENT

Unless otherwise specified, quoted selling prices are FOB Seller's factory or its supplier's shipping point, with freight allowed to destination and are subject to change if not accepted within 30 days from the quotation date. The quotation may be withdrawn at any time prior to acceptance or extended beyond 30 days. Invoices are due and payable NET 30 days, unless otherwise specified, at the company offices at 13200 S.E. 30th Street, Bellevue, WA. 98005. Late payment of invoices is subject to interest. Invoices shall be rendered according to the following schedule.

Benchmark	% of Total Price
Upon notice from Seller that all drawings have been submitted for approval.	20%
Upon notice from Seller that the instrument system is ready for factory tests.	Additional 50%
Upon notice from Seller that the instrument system has been shipped or that factory tests are complete and equipment is being held for convenience of customer.	Additional 25%
Upon notice of acceptance from Purchaser or 180 days from notice of shipment, whichever occurs first.	Final 5%

If Purchaser defaults in any payment when due, Seller may at its option, and in addition to its remedies under the U.C.C. without incurring any liability thereof to Purchaser or Purchaser's customers, declare all payments for work completed immediately due and payable with maximum legal interest thereon from due date and stop all further work and shipments until all past due payments have been made and/or require that any further deliveries be paid for prior to shipment.

4. ITEMS INCLUDED

The price quoted includes only the I/C system specified, and does not include actual installation, accessory or associated materials such as wiring, piping, etc., not specifically included. Equipment prices quoted include installation information and start-up assistance provided by the Seller's field engineer or technician. Such services will be provided in a mutually agreeable manner and time. Seller will provide, upon request, at Seller's established current rates, an experienced Project Engineer or Service Technician to provide on-site superintendence of the equipment installation. Responsibility for proper operation of equipment, if not installed by Seller or installed in accordance with Seller's instructions, rests entirely with Purchaser.

5. TAXES

Any federal, state or local sales, or use or other taxes applicable to this transaction are not included in the price quoted, and unless a valid certificate of exemption is provided, any such tax shall be added to the price and is for the Purchaser's account.

6. SHIPMENTS AND DELIVERY

Any shipment or delivery dates recited herein represent Seller's best estimate. No liability, direct or indirect, is assumed by Seller for failure to ship or deliver on such dates. In any event, delivery dates are based upon the effective date of the contract and prompt receipt by Seller of all necessary information and instructions from Purchaser, including approved submittal drawings. Seller shall have the right to make partial shipments, and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms hereof.

In the event that the I/C system specified herein is to be shipped outside the United States, Purchaser shall obtain all necessary import licenses and permits required to clear the shipment for entry into the foreign country and pay all duties, tolls and imports.

If Purchaser requests postponement of shipments or causes a delay in shipment, the entire purchase price shall be due and payable upon notice from Seller that the I/C system is ready for shipment, and thereafter any storage, or other charge Seller incurs, shall be for Purchaser's account, including interest on any unpaid balance at the maximum legal rate. All claims for damage, delay or storage for FOB Seller's plant shall be made directly against the carrier of the Purchaser. When shipments are FOB destination, Purchaser shall inspect the I/C system shipped and notify Seller of any damage or shortage within 5 days of receipt. Failure to notify Seller shall constitute acceptance of Purchaser, relieving Seller of any liability for shipping damages or shortages.

7. RISK OF LOSS AND SECURITY INTEREST

Unless shipments of I/C systems are made FOB destination, all risk of loss or damage shall pass to the Purchaser upon delivery to a carrier for shipment. Purchaser shall protect and maintain Seller's title, including adequate insurance for Seller's benefit, and right of repossession to the I/C system specified herein or in any change order until the full purchase price has been paid in full and will not encumber or permit others to encumber such systems by any security instruments.

Purchaser acknowledges that as security for payment of the purchase price, Seller will retain and Purchaser has granted, a security interest in all I/C systems sold to Purchaser. Seller shall have all of its rights and remedies as a Seller and a secured party under the U.C.C. or other appropriate law. No waiver by Seller or any default shall constitute a waiver of any subsequent or further default. Seller may retain as liquidated damages any partial payments made and may peaceably repossess the equipment from the Purchaser's premises without prejudice to any further claims it may have. In the event legal action be brought to enforce the provisions of any order accepted by it, Seller shall be entitled to recover its court costs and reasonable attorney fees.

8. WARRANTY

Seller warrants that for a period of one year after test and acceptance by the Purchaser, or 18 months from date of shipment, whichever occurs first, all products assembled by Seller shall be free from defects in material and workmanship. Seller will at its sole option either repay the purchase price, or repair or replace at a location to be designated by it, any product defects, which develop within such period under normal and proper use, provided it receives prompt written notice of claimed warranty period. This warranty shall not apply to any products altered or repaired outside Seller's factory or with other than Seller's replacement parts, unless such repair was authorized in writing by Seller, or to products or parts subject to misuse, abuse, neglect or accident or damaged by improper installation or application. In no event shall Seller be liable for normal wear and tear, nor for any incidental or consequential damages due to inoperability of its products. The foregoing are Seller's sole warranties and guarantees, and all express or implied warranties, including all implied warranties of merchantability and fitness for a particular purpose, which exceed the above obligation, are hereby disclaimed by Seller.

9. CANCELLATION, SUSPENSION AND DELAYS

After acceptance by Seller, this contract shall not be subject to cancellation, suspension or delay. Orders may be cancelled only with Seller's written consent and upon payment of reasonable cancellation charges, which shall include all costs incurred and work done pursuant to the contract to date of cancellation, suspension or a delay plus reasonable overhead and profit. Additionally, all risks incident to and charges related to storage and/or resumption of work, at Seller's plant or elsewhere, shall be for Purchaser's sole account.

10. LIMITATION OF LIABILITY

Seller shall not be responsible or liable in any way for any failure to perform due to Acts of God, fire or flood, serious explosions or accidents, foreign or United States embargoes, war or riots, serious shortages, unavailability or significant price increases in commodities, materials or components, labor disputes, interruption of transportation, loss of essential production services, acts of any U.S. or foreign governmental authority, or by any other event beyond the reasonable control of Seller or its subcontractors. Seller shall not be liable to Purchaser for any incidental or consequential damages for any reason whatsoever.

11. CHANGES AND BACKCHARGES

Any changes in or any additions to the scope of work herein described or initiated by the Purchaser or resulting from any circumstances beyond Seller's control shall be for the account of and paid by the Purchaser. Written change orders shall initiate changes, and shall be considered as individual modifications and shall not delay payment to the Seller for the original order.

Seller will not approve or accept returns or backcharges for labor, materials or other costs incurred by Purchaser or others in modification or adjustment, service or repair of Seller furnished materials unless such return or backcharges are pursuant to Seller's warranty and have been authorized in writing by an Officer of Seller or by assigned purchase order or work requisition.

12. PROPRIETARY INFORMATION

All information furnished by Seller is submitted solely for Purchaser's consideration in connection with this job and shall be not be used by Purchaser nor disclosed to any third party without Seller's written consent.

13. DRAWINGS AND DESIGN

All drawings, descriptive matter, etc. submitted with this proposal are merely intended to give a general idea of the equipment described and a set of drawings may be supplied for approval after acceptance. Seller reserves the right to change or modify the design and construction of any equipment in order to incorporate improvements or to substitute material equal to or superior to that originally specified, and upon request, will assist with suggestions without liability for any resulting loss or damage to Purchaser.

14. SOFTWARE AND LICENSE AGREEMENT

All software is provided under a non-transferable, non-exclusive license for its use. The purchaser, and if different, the end-user, shall be required to sign Seller's End-User License Agreement upon accepting Seller's software documentation and using the software provided. All software and documentation are copyrighted by Seller and contain valuable trade secrets. No copies of this software or documentation may be made except as authorized under the terms of the license agreement except as required by law. The software and documentation are warranted against functional defects found during a period of one year after delivery. Seller's sole obligation shall be to correct any such defect in a manner chosen by Seller in its sole discretion. Seller shall have no liability for any lost profits or direct, indirect, incidental, consequential, or other damages arising from use of the software and documentation or any associated hardware.

15. NON-ASSIGNMENT

Purchaser shall not assign this contract, nor any interest herein or rights hereunder, without the written consent of Seller and any attempted assignment shall be voidable at Seller's sole option.

16. ENTIRE AGREEMENT

The contract expresses the entire agreement between the parties hereto and supersedes any previous communications, representations or agreements, whether oral or written, and is not subject to modification except by a writing signed by an authorized Officer of each party.

17. GOVERNING LAW

The contract shall be interpreted and governed by the laws of the State of Washington, including but not limited to any dispute, controversy or claim arising out of the contract.



CASEY CIVIL
...Engineering Solutions

