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*ADMITTED TO PRACTICE IN
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May 10, 2023

Ms. Luly Massaro, Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**Re: *Docket No. 22-47-WW- The Narragansett Bay Commission
General Rate Filing***

Dear Ms. Massaro:

Enclosed please find an original and nine copies of the following:

1. The Narragansett Bay Commission's Response to the Rhode Island Division of Public Utilities and Carrier's Data Requests (Set 7).

Please note that an electronic copy of this document has been provided to the service list.
Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough, Jr.

JAK/kf

cc: Docket 22-47-WW Service List (*via electronic mail*)

Div. 7-1: Biosolids. For (1) Bucklin Point, (2) Field's Point and (3) in Total, provide the quantity of biosolids in dry tons for the 12 month period through March 31, 2023.

Response:

Biosolids Dry Tons			
Month	Bucklin Point	Field's Point	Total
Apr-22	241	832	1,073
May-22	206	765	971
Jun-22	121	803	924
Jul-22	142	639	781
Aug-22	171	613	784
Sep-22	165	601	766
Oct-22	144	585	730
Nov-22	164	759	923
Dec-22	181	824	1,005
Jan-23	211	666	877
Feb-23	196	666	862
Mar-23	154	616	770
Total	2,097	8,370	10,467

Prepared by: David M. Fox

DIV 7-2. Biosolids. As soon as the information is available for (1) Bucklin Point, (2) Field's Point and (3) in Total, provide the quantity of biosolids in dry tons for the 12 month period through April 30, 2023.

Response:

Biosolids Dry Tons			
Month	Bucklin Point	Field's Point	Total
May-22	206	765	971
Jun-22	121	805	926
Jul-22	142	639	781
Aug-22	171	613	784
Sep-22	165	601	766
Oct-22	144	585	730
Nov-22	164	759	923
Dec-22	181	824	1,005
Jan-23	211	666	877
Feb-23	196	666	862
Mar-23	153	616	770
Apr-23	191	763	954
Total	2,047	8,303	10,349

Prepared by: David M. Fox

- Div. 7-3:** Provide NBC's complete FY 2023 budget, showing the amounts budgeted for each account and the totals. Include the related Excel files showing the amounts in each account.
- a. Identify and explain in detail each new account that was used in NBC's FY 2023 budget.

Response: See Schedule 7-3 for the FY 2023 budget by account.

a. New Accounts:

53646 Software Maintenance – This account was created in response to GASB 96 – Subscription-Based Information Technical Arrangement. This new account includes expenses related to software maintenance moved from accounts 53630 Maintenance Contracts and 53645 Maintenance Subscriptions as well as new software maintenance contracts.

54345 Lab Chemicals & Gases – This account includes the expense for chemicals and gases necessary to perform parameter testing, reagent chemical analysis testing of effluent to ensure RIPDES permit compliance.

55000 Lease Expense/57950 Interest Expense - Leases – In accordance with GASB 87, NBC added a lease and subscription expense category in FY 2023 and reallocated the expense related to NBC Wind Turbines located in Coventry from the Account 54903-Coventry Turbines to Account 55000-Lease Expense.

Prepared by: Leah Foster

ACCOUNT NUMBER	ACCOUNT	FY 2023 BUDGET
52100	UNION REGULAR	\$ 6,899,924
52150	UNION OVERTIME	668,600
52300	NON-UNION REGULAR	13,225,371
52350	NON-UNION OVERTIME	236,730
52400	NON-UNION LIMITED	63,600
52800	UNION PENSION	2,003,739
52810	FICA	1,613,705
52820	UNEMPLOYMENT	45,000
52920	NON UNION PENSION	1,382,570
52940	UNION RETIREMENT HEALTH	309,115
52950	HEALTH INSURANCE	5,122,262
52970	DENTAL INSURANCE	346,713
52980	VISION INSURANCE	53,845
52990	LTD INSURANCE	56,869
59000	SALARY REIMBURSEMENT	(1,945,119)
59001	FRINGE REIMBURSEMENT	(1,069,815)
52610	MEDICAL SVCS.	15,000
53210	POSTAGE	400,100
53240	DUES & SUBSCRIPTIONS	89,367
53250	FREIGHT	57,150
53310	PRINTING & BINDING	142,595
53320	ADVERTISING	19,800
53330	RENTAL- EQUIPMENT	23,000
53340	RENTAL- CLOTHING	32,000
53350	RENTAL-OUTSIDE PROPERTY	25,500
53360	MISCELLANEOUS EXPENSE	7,000
53370	PUBLIC OUTREACH ED.	51,000
53410	LOCAL TRAVEL	6,550
53420	LONG DISTANCE TRAVEL	114,000
53470	BLDG. & GRND. MAINT.	305,798
53480	BIOSOLID DISPOSAL	5,394,708
53490	SCREENING & GRIT DISPOSAL	245,200
53510	VEHICLE FUEL & MAINTENANCE	229,150
53610	REPAIRS BUILDING & STRUCTURE	551,150
53615	REPAIRS PROCESS EQUIPMENT	614,847
53620	REPAIR-HIGHWAY & WALKS	41,500
53630	MAINTENANCE CONTRACTS	699,825
53635	MAINT. CONTRACTS-OFFICE EQUIP.	143,864
53640	SERVICE AGREEMENTS	385,389
53645	SOFTWARE SUBSCRIPTIONS	375,797
53646	SOFTWARE MAINTENANCE	854,688
53650	HIGHWAY & LANDSCAPE	18,800
53660	INSURANCE	1,124,229
53680	WORK. COMP. INSURANCE	463,323
54000	TELEPHONE	319,800

54020	DIESEL FOR EQUIPMENT	34,000
54060	FUEL-GAS	991,643
54090	ELECTRICITY	4,095,676
54091	NBC NET METERING CREDIT	(1,293,638)
54092	FP TURBINES	249,000
54093	COVENTRY WIND	324,000
54095	GREEN PPA	1,143,440
54096	GREEN PPA NET METERING CREDITS	(1,524,587)
54097	BIOGAS	128,400
54110	WATER	131,000
54200	CLOTHING	59,525
54332	CHLORINE/HYPOCHLORITE	513,882
54333	CARBON FEED	53,620
54335	POLYMER	167,657
54336	SODIUM HYDROXIDE	60,639
54337	SODIUM BISULFITE	366,255
54338	SODA ASH	58,524
54339	UV DISINFECTION	180,000
54340	LAB SUPPLIES	311,557
54345	LAB CHEMICALS & GASES	244,724
54370	SUPPLIES BUILDING & MAINT.	538,100
54410	EDUCATIONAL SUPP. & EXP.	98,170
54420	COMPUTER SUPPLIES	95,050
54430	OTHER OP. SUPPLIES & EXP.	13,200
54440	SAFETY EQUIPMENT	102,770
54500	OFFICE EXPENSE	144,200
52600	REGULATORY EXPENSE	625,200
52630	EDUCATIONAL PROFESSIONAL SERVICES	46,000
52650	SECURITY SERVICES	36,000
52660	LEGAL SERVICES	270,000
52670	MGMT/AUDIT SERVICES	332,500
52680	TEMPORARY/CLERICAL SERVICES	10,400
52690	OTHER SERVICES	937,400
55000	LEASES PAID	104,916
57950	INTEREST EXPENSE - LEASES	8,484
57920	PRINCIPAL	28,427,904
	INTEREST	12,726,133
		<u>\$ 92,575,983</u>

DOCKET 22-47-WW
The Narragansett Bay Commission's Response
To the Division of Public Utilities and Carriers
Data Request
Set 7

Div. 7-4: Does NBC have a draft or final operating budget for FY 2024? If so, please identify and provide it. Include the related Excel files showing the amounts in each account. If not yet, please explain when NBC's operating budget for FY 2024 is expected to be available.

Response: See Schedule 7-4 for the FY 2024 budget by account. See attachment DIV 7-4 for the FY 2024 Operating Budget.

Prepared by: Leah Foster

Account Number	Account	FY 2024 BUDGET
52100	UNION REGULAR	\$ 6,742,538
52150	UNION OVERTIME	691,175
52300	NON-UNION REGULAR	14,703,874
52350	NON-UNION OVERTIME	295,780
52400	NON-UNION LIMITED	67,100
52800	UNION PENSION	2,020,740
52810	FICA	1,721,288
52820	UNEMPLOYMENT	100,000
52920	NON UNION PENSION	1,536,676
52940	UNION RETIREMENT HEALTH	304,762
52950	HEALTH INSURANCE	4,671,056
52970	DENTAL INSURANCE	328,864
52980	VISION INSURANCE	53,924
52990	LTD INSURANCE	63,284
59000	SALARY REIMBURSEMENT	(2,230,246)
59001	FRINGE REIMBURSEMENT	(1,233,257)
52610	MEDICAL SVCS.	13,900
53210	POSTAGE	485,400
53240	DUES AND SUBSCRIPTIONS	108,400
53250	FREIGHT	54,700
53310	PRINTING AND BINDING	226,750
53320	ADVERTISING	12,450
53330	RENTAL- EQUIPMENT	43,200
53340	RENTAL- CLOTHING	42,200
53350	RENTAL-OUTSIDE PROPERTY	20,000
53360	MISCELLANEOUS EXPENSE	7,000
53370	PUBLIC OUTREACH ED.	51,000
53410	LOCAL TRAVEL	6,350
53420	LONG DISTANCE TRAVEL	122,000
53470	BLDG. AND GRND. MAINT.	323,788
53480	BIOSOLID DISPOSAL	6,243,887
53490	SCREENING AND GRIT DISPOSAL	333,550
53510	VEHICLE FUEL AND MAINTENANCE	280,800
53610	REPAIRS BUILDING AND STRUCTURE	726,800
53615	REPAIRS PROCESS EQUIPMENT	687,675
53620	REPAIR-HIGHWAY AND WALKS	49,500
53630	MAINTENANCE CONTRACTS	756,526
53635	MAINT. CONTRACTS-OFFICE EQUIP.	282,289
53640	SERVICE AGREEMENTS	154,218
53645	SOFTWARE SUBSCRIPTIONS	394,800
53646	COMP. HARDWARE, SOFTWARE AND NET. MAINT.	1,172,177
53650	HIGHWAY AND LANDSCAPE	17,900
53660	INSURANCE	1,150,242
53680	WORK. COMP. INSURANCE	431,446
54000	TELEPHONE	368,100

54020	DIESEL FOR EQUIPMENT	42,000
54060	NATURAL GAS	699,711
54090	ELECTRICITY	6,433,893
54091	NBC NET METERING CREDIT	(2,168,200)
54092	FP TURBINES	570,103
54093	COVENTRY WIND	325,600
54095	GREEN PPA	2,840,045
54096	GREEN PPA NET METERING CREDITS	(3,786,726)
54097	BIOGAS	145,700
54110	WATER	138,000
54200	CLOTHING	70,200
54332	CHLORINE/HYPOCHLORITE	578,551
54333	CARBON FEED	106,334
54335	POLYMER	182,778
54336	SODIUM HYDROXIDE	60,639
54337	SODIUM BISULFITE	396,876
54338	SODA ASH	74,997
54339	UV DISINFECTION	200,000
54340	LAB SUPPLIES	385,100
54345	LAB CHEMICALS AND GASES	270,700
54370	SUPPLIES BUILDING AND MAINT.	618,800
54410	EDUCATIONAL SUPP. AND EXP.	104,600
54420	COMPUTER SUPPLIES	108,000
54430	OTHER OP. SUPPLIES AND EXP.	30,600
54440	SAFETY EQUIPMENT	109,750
54500	OFFICE EXPENSE	162,400
52600	REGULATORY EXPENSE	645,100
52630	EDUCATIONAL PROFESSIONAL SERVICES	46,000
52650	SECURITY SERVICES	40,500
52660	LEGAL SERVICES	300,000
52670	MGMT/AUDIT SERVICES	346,000
52680	TEMPORARY/CLERICAL SERVICES	5,400
52690	OTHER SERVICES	1,293,250
55000	LEASES PAID	105,310
57950	INTEREST EXPENSE - LEASES	8,090
57903	INTEREST EXPENSE-2015 SERIES A	128,600
57905	INTEREST EXPENSE-2013 SERIES C	131,458
57907	INTEREST EXPENSE-2008 SERIES A	1,222,440
57912	INTEREST EXPENSE SRF	10,731,671
57917	INTEREST EXPENSE-2020 SERIES A	4,399,282
57920	PRINCIPAL PAID	31,344,795
		<u>\$ 103,852,953</u>

Operating Budget

NBC's FY 2024 Operating Budget is \$115.9 million, which is an increase of \$8.9 million or 8.3% over the FY 2023 budget.

	FY 2022 Actual	FY 2023 Budget	FY 2024 Budget	Budgeted Difference	Percent Change
Revenue					
Operating Revenue					
User Fees	\$ 102,132,233	\$ 104,302,164	\$ 109,818,394	\$ 5,516,230	5.3%
Other	1,900,634	2,482,131	2,456,138	(25,993)	(1.0%)
<i>Total Operating Revenue</i>	104,032,867	106,784,295	112,274,532	5,490,237	5.1%
Non-Operating Revenue:					
Investment Income	1,153	100,000	996,000	896,000	896.0%
Miscellaneous Income	346,501	77,000	212,449	135,449	175.9%
Revenue Fund Balance	-	-	2,400,000	2,400,000	-
<i>Total Non-Operating Revenue</i>	347,654	177,000	3,608,449	3,431,449	1938.7%
Total Revenue	\$ 104,380,521	\$ 106,961,295	\$ 115,882,981	\$ 8,921,686	8.3%
Expense					
Operating Expense					
Personnel	\$ 25,948,426	\$ 29,013,109	\$ 29,837,558	\$ 824,449	2.8%
Operating Supplies/Expense	17,163,976	20,037,937	23,267,499	3,229,562	16.1%
Professional Services	1,692,971	2,257,500	2,676,250	418,750	18.5%
Lease Expense	113,400	113,400	113,400	-	0.0%
<i>Total Operating Expense</i>	44,918,773	51,421,946	55,894,707	4,472,761	8.7%
Debt Service					
Principal	28,170,271	28,427,904	31,344,795	2,916,891	10.3%
Interest	12,935,075	12,726,133	16,613,451	3,887,318	30.5%
<i>Total Debt Service</i>	41,105,346	41,154,037	47,958,246	6,804,209	16.5%
Total Expense	\$ 86,024,119	\$ 92,575,983	\$ 103,852,953	\$11,276,970	12.2%
Transfer to Project Fund	18,356,402	14,385,312	12,030,028	(2,355,284)	(16.4%)
Total Expense and Transfer to Project Fund	\$ 104,380,521	\$ 106,961,295	\$ 115,882,981	\$ 8,921,686	8.3%

Div. 7-5: Regulatory expense. Refer to pages 16-17 of the David Fox rebuttal testimony.

- a. Provide a detailed listing of what costs are in the \$18,884 of other regulatory expense.
- b. Provide comparable information and detail for Other Regulatory Expense in account 52600 for each fiscal year, FY 2020, FY 2021 and FY 2022, and FY 2023 to date.
- c. What is the FY 2023 budget amount for account 52600?
- d. What information does NBC have on the billing ratio of NBC’s revenues to all Rhode Island regulated utility revenue beyond the amounts shown on the PUC’s latest assessment to NBC? Explain and provide that information.

Response:

a. and b.

Regulatory Other Expenses	FY 2023 YTD	FY 2022	FY 2021	FY 2020
PUC Assessment	\$ 564,646	\$ 529,067	\$ 463,406	\$ 461,639
Other Expense	48,008	18,884	35,090	44,151
Total 52600 Regulatory Expense	\$ 612,655	\$ 547,951	\$ 498,496	\$ 505,790
RIPDES - FP Annual Fee	\$ -	\$ 6,000	\$ 6,100	\$ 12,200
RIPDES - BP Annual Fee	-	6,000	6,130	12,200
BLACKSTONE VALLEY SEWER XING FEE	3,215	2,984	2,926	2,868
PROJO	-	3,110	-	-
State of RI - PUC	43,713	-	2,012	10,740
RI DEH Certification	480	480	480	480
Shellfish Transplant		(200)	15,115	-
State of RI -Annual Operating Fee	350	350	350	350
Roger Williams University - Lab services			709	2,971
RI Dept of Labor - Boiler Insp & Cert	300		1,125	
Various other	(50)	160	143	2,342
Total Regulatory Other Expenses	\$ 48,008	\$ 18,884	\$ 35,090	\$ 44,151

c. \$ 625,200

d. For the ratio of NBC’s revenues to all Rhode Island regulated utility, NBC only has the ratio for FY 2023 (see attached). NBC does not have information yet for FY 2024, but the Commission may have this information available.

Prepared by: Leah Foster

**STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS**

89 Jefferson Boulevard Warwick, RI 02888
Phone: (401) 941-4500 Fax: (401) 941-9248 Web: www.ripuc.ri.gov

INVOICE NUMBER: 84

INVOICE DATE: December 20, 2022

Narragansett Bay Commission
One Service Road
Providence RI 02905
Attention: Gail Degnan

Total Amount Due by February 1, 2023

Interest at the rate of 6% per annum may be added if invoice is not paid by the due date. (R.I. GL - 39-1-24)

ASSESSMENT INVOICE

This invoice is in accordance with Section 39-1-23 of the General Laws of the State of Rhode Island.

For FY2023 - July 1, 2022 to June 30, 2023

Company Name:

Narragansett Bay Commission

Assessment Amount Due:

\$464,646.08

Breakdown of Assessment Calculation

<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	
Utility Revenue Reported FY2021	Agency Assessment FY2023	Revenues Reported All Utilities	Amount Paid In Advance	Amount Due By February 1, 2023
\$104,582,287	\$10,729,313	\$1,987,255,619	\$100,000	\$464,646.08

Steps for calculating the assessment

(Item 1 / Item 3 * Item 2) - Item 4 = Assessment Amount Due

ACCRUED

DEC 31 2022

R.I. General Law 39-1-23. Administrative expenses - Assessment against utilities.

The administrator shall aggregate the expenses of the division, including expenses incurred by the attorney general pursuant to 39-1-19, and expenses incurred by the commission for each upcoming fiscal year and shall apportion and assess these expenses among the state's regulated utilities based upon approved budgets .

ADN

Please Make Check Payable To:

Rhode Island Division of Public Utilities
Attn: Becky Harwood
89 Jefferson Boulevard
Warwick, Rhode Island 02888

*ok to pay
Gail Degnan
12/29/22
cc 31 52600*

*REQ: 173289
PO: 374753
GRN: 632937*

RECEIVED

DEC 30 2022

ACCOUNTING



STATE OF RHODE ISLAND

DIVISION OF PUBLIC UTILITIES & CARRIERS

Administration
89 Jefferson Boulevard
Warwick, Rhode Island 02888
(401) 941-4500
(401) 941-9207 - Fax

July 11, 2022

Invoice# G.A. 2023 – NBC1

Narragansett Bay Commission
Laurie Horridge, Executive Director
One Service Road
Providence, RI 02905

RE: General Assessment

Dear Ms. Horridge:

In accordance with *Section 39-1-23 of the General Laws of the State of Rhode Island*, an advanced assessment is made for your proportionate share of the FY 2023 Public Utilities Commission ("Commission") and Division of Public Utilities and Carriers ("Division") budget in the amount of **\$100,000**.

The assessment is a preliminary calculation and will be adjusted pending our end-of-fiscal year closing. You will receive credit for this payment when the final invoices are issued later in the year.

Please make your remittance of **\$100,000** by August 15, 2022 payable to the Rhode Island Division of Public Utilities and Carriers and forward it with a copy of this letter to:

Division of Public Utilities and Carriers
C/O Ronald Davidson
89 Jefferson Boulevard
Warwick, RI 02888

Thank you for your attention to this matter.

Sincerely,

Anthony Manni

Anthony Manni
Deputy Administrator

[Handwritten signature] 7/18/22

Div. 7-6: Refer to Mr. Fox’s rebuttal testimony at page 19, lines 13-14, specifically to the table listing the amounts for the three accounts, 53630, 53645 and 53646.

- a. Identify the amounts recorded in each of those accounts for the nine months through March 31, 2023.
- b. Provide an itemized listing showing the vendor, amount paid, and period covered by the software maintenance, for each cost recorded in account 53646 for the nine months through March 31, 2023.
- c. Identify the amounts recorded in each of these account, 53630 and 53645, for the 12 months ending March 31, 2023.
- d. As soon as information is available, provide the amounts recorded in each account, 53630, 53645 and 53646, for the 10 months ending April 30, 2023.
- e. Does NBC have a FY 2024 budget for these accounts (53630, 53645 and 53646)? If so, please provide the FY 2024 budget amounts for each of those accounts.
- f. Show in detail the costs that are included in the \$854,688 FY 2023 budget amount for account 53646, software maintenance. Show the vendor, amount budgeted, and period covered by the software maintenance, for each cost that was budgeted in account 53646.

Response:

a.

MONTH	ACCOUNT 53630	ACCOUNT 53645	ACCOUNT 53646
7/1/2022	\$ 297,956	\$ 83,063	\$ 499,775
8/1/2022	8,997	18,691	17,838
9/1/2022	13,162	44,967	91,941
10/1/2022	17,575	0	5,404
11/1/2022	9,963	(150)	35,165
12/1/2022	6,925	177,892	30,069
1/1/2023	35,200	6,974	5,404
2/1/2023	89,128	20,115	39,180
3/1/2023	13,863	17,842	4,770

b. See Attachments DIV 7-6b

c.

MONTH	ACCOUNT	
	53630	53645
4/1/2022	73,106	5,197
5/1/2022	77,312	52,262
6/1/2022	68,209	16,164
7/1/2022	297,956	83,063
8/1/2022	8,997	18,691
9/1/2022	13,162	44,967
10/1/2022	17,575	-
11/1/2022	9,963	(150)
12/1/2022	6,925	177,892
1/1/2023	35,200	6,974
2/1/2023	89,128	20,115
3/1/2023	13,863	17,842

d. This information is not available yet.

e.

Account	FY 2024
	Budget
53630	\$ 756,526
53645	394,800
53646	1,172,177

f. See attachment DIV 7-6f for the FY 2023 Budget by vendor for account 53646.

Prepared by: Leah Foster

Vendor	FY 2023 Actual	Contract Period
Advance/N Harris Licensing AUS CIS Mobile	143,127	7/1/22 - 6/30/23
Avepoint Sharepoint Backup	6,000	6/30/22 - 6/29/24
Bluebeam Software Maintenance	3,465	7/1/22 - 6/30/23
Cognizant KBX Support Data mgmt	18,800	7/1/22-6/30/23
Devart Dbforge SQ1 & Studio	1,140	6/23/22 - 6/22/23 (SQL) 8/24/22 - 6/30/23 (Studio)
DLT Solutions AutoDesk	9,021	1/11/23 - 1/10/26
Eplus (Cisco)	26,365	7/1/22 - 6/30/25
ESRI GIS Software	28,600	6/25/22 - 6/24/23
GovConnection Service/Help Desk	28,415	Various start dates, but all were cotermed to end June 2023 (some multi-yr to 6.30.24)
Aquatic (fka Hach [sister company]) LIMS Support	6,960	7/1/22 - 6/30/23
Infor Public Sector Hansen Maintenance & Barcoding	111,769	10/1/22 - 9/30/23
Oracle (EBS) Database & ERP Suite	64,533	7/1/22 - 6/30/23
Oracle (Linux) Oracle Linux Support	4,216	7/1/22 - 6/30/23
Thermo LabSystems User Licenses	39,434	7/1/22 - 6/30/23
Vertex Payroll Tax Table	6,842	2/1/22-1/31/23
GovConnection VM Ware	41,873	7/1/22 - 6/30/23
A&F Engineering On-site software programming services	26,068	1/1/22-12/31/22
DLL Solutions / Engagment Services	4,000	2/1/23 - 2/29/24
OSIsoft SRP Maintenance of the PI System BP,FP	41,704	7/1/22-6/30/23
Wonderware Q-Mation Thin Manager Support	9,020	7/1/22 - 6/30/23
Wonderware Q-Mation maintenance and support	57,531	10/20/21-10/19/22
Gov Connection Barracuda Backup	50,664	7/11/22 - 7/10/25

**FY 2023 SOFTWARE MAINTENANCE (53646)
ALLOCATION NUMBERS**

Division-Cost Center	Allocation Number	Vendor	Budget
ADMINISTRATION			
33-IT	SC23-33-01	Advance/N Harris	147,675
33-IT	SC23-33-02	Asure	21,250
33-IT	SC23-33-03	Avepoint	7,700
33-IT	SC23-33-05	Bluebeam	3,825
33-IT	SC23-33-06	Cognizant	18,800
33-IT	SC23-33-08	Devart	1,250
33-IT	SC23-33-09	DLT Solutions	7,000
33-IT	SC23-33-13	ePlus	52,275
33-IT	SC23-33-14	ESRI	31,500
33-IT	SC23-33-15	GovConnection (Manage Engine)	20,725
33-IT	SC23-33-16	Hach	13,400
33-IT	SC23-33-17	Infor Public Sector	116,000
33-IT	SC23-33-18	Oracle (EPS)	134,850
33-IT	SC23-33-19	Oracle (Linux)	9,000
33-IT	SC23-33-20	Redgate	125
33-IT	SC23-33-21	Thermo LabSystems, Inc.	41,500
33-IT	SC23-33-22	Vertex	6,850
33-IT	SC23-33-23	VM WARE (paid through 22)	50,000
		33-IT Subtotal	683,725
FINANCE			
32-CS	SC23-32-01	Emphasys Software	12,000
		32-CS Subtotal	12,000
OPERATIONS & MAINTENANCE			
44-O&M	SC23-44-01	A&F Engineering	40,000
44-O&M	SC23-44-02	DLL Solutions/Engement Services	5,450
44-O&M	SC23-44-03	GOV Connection	3,276
44-O&M	SC23-44-04	OSIsoft	40,566
44-O&M	SC23-44-05	Sonepar Distribution NE Inc.	2,940
44-O&M	SC23-44-06	Walker Industrial	523
44-O&M	SC23-44-07	Wonderware	57,408
44-O&M	SC23-44-08	Wonderware	8,800
44-O&M	SC23-44-09	GOV Connection	50,664
		44-O&M Subtotal	209,627
TOTAL 53646 FY 2023 BUDGET			\$ 905,352

Added after budget was completed

- Div. 7-7.** Refer to Mr. Fox's rebuttal testimony at page 19, lines 13-14, account 53646, Software Maintenance and page 20, lines 1-2, table showing account 53646, Software Maintenance.
- a. Reconcile the \$1,172,176 amount of NBC's Rebuttal Adjustment for account 53646, Software Maintenance, on page 20, lines 1-2, with the \$854,688 amount for account 53646, Software Maintenance, on page 19, lines 13-14. Identify, quantify and explain each reconciling item.
 - b. Refer to Schedule DMF Rebuttal - 4c . For (1) each line item listed there over \$10,000 and (2) for each "new in FY 2024 item" please identify and provide the contract and/or invoice supporting NBC's claimed cost amounts that are included in the Company's \$1,172,176 "Rebuttal Adjustment" amount for account 53646, software maintenance on page 20, lines 1-2.

Response:

- a. NBC has provided a comparison of the budgeted totals of account numbers 53630, 53645 and 53646 for FY 2023 Budget and FY 2024 Budget (rebuttal rate year). See Attachment 7-7a. NBC does not perform reconciliation of these items but has highlighted by account.
- b. Please see attachment 7-7 b.

Prepared by: Leah Foster

Narragansett Bay Commission
 53630 Maintenance Contracts/53645 Software Subscriptions/53646 Software Maintenance
 FY 2023 Budget vs. FY 2024 Budget Allocation Comparison

53630
53645
53646

FY 2023 BUDGET		FY 2024 Budget	
VENDOR	Contract \$	VENDOR	Contract \$
ABB	75,607	APA LLC/Ventstock PM	\$ 2,400
APA LLC/Ventstock	2,400	APG Neuros Blower	34,000
APG Neuros	32,825	APG Neuros Blower	33,810
APG Neuros	32,826	ASNE Generator	992
ASNE	992	ASNE Saylesville Generator	1,000
ASNE	995	Atlas Copco	8,500
Atlas Copco	40,000	Atlas Copco	50,775
Atlas Copco - Multi year thru 6/30/2026	8,043	Automatic Temperature Control Inc.	6,630
Automatic Temperature Control Inc.	6,362	Azure Water Services	990
Azure Water Services	3,000	Azure Water Services	3,600
Azure Water Services	1,700	Azure Water Services	1,700
Azure Water Services	900	Biotage	5,044
Biotage	4,778	Caley Whitmore	5,180
Caley Whitmore (Calibrations)	5,180	Caley Whitmore	2,200
Caley Whitmore (Fume Hoods)	2,200	CE Power	141,800
CDW-G	7,096	CE Power	116,000
Citiworks	2,670	Citiworks	2,937
Computer Plus Sales and Service	298	DESCO	10,080
DESCO	9,600	Eastern Industrial	1,100
Eastern Industrial Automation	900	EMD Millipore/Wilkem Millipore	10,350
EMD Millipore/Wilkem	10,592	EnergyOne	2,530
EnergyOne	1,906	Frank Rounds Company	2,562
Eplus (Cisco)	27,000	HACH (Lachat)	14,500
Frank Rounds Company	2,440	Hach Field Service	19,000
GovConnection	10,300	Hach IFAS	49,830
Gruber Power Services	1,525	Howden	15,000
Gruber Power Services	2,600	Howden	32,260
Gruber Power Services	1,502	James Law	800
Hach	15,500	Johnson Controls	3,200
HACH (Lachat)	27,565	Johnson Controls	3,165
Hach IFAS Instrumentation	37,156	Johnson Controls	21,625
Howden	29,327	Kraft Power	800
Howden	19,900	Kraft Power	2,426
James Law	650	Kuenz Crane	13,965
Johnson Controls	19,659	Mapcross	1,600
Kraft Power	2,000	Mapcross	635
Kraft Power	700	Mapcross	1,360
Kuenz Crane	12,700	MapCross	125
Map Cross Connections	577	MarCor	2,749
MapCross	960	Mass Crane	5,000
Mapcross	1,600	Mass Crane	16,380
Mapcross	1,360	Miele(6)	9,660
MarCor	2,749	Milton Cat	9,400

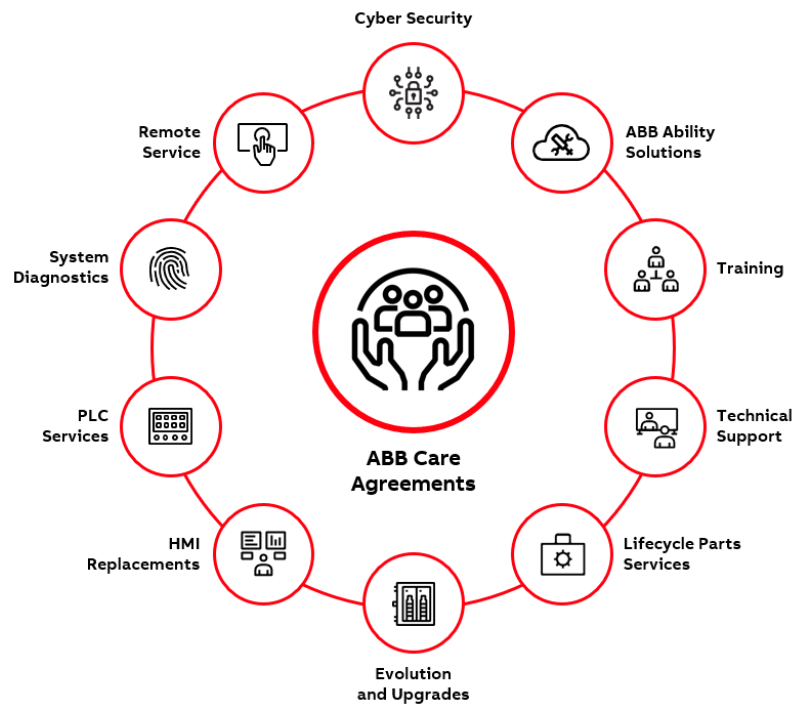
Mass Crane	11,450	Nanoclean	7,175
Mass Crane	12,830	New England Environmental	2,800
Miele	8,856	NEXGEN HVAC	7,671
Milton Cat	5,372	Northland Willette	3,500
Nanoclean	6,860	Overhead Door Co	4,500
New England Environmental	2,400	Overhead Door Co	4,620
NEXGEN	7,671	Overhead Door Co	4,900
Northland Willette	4,800	Shimadzu	11,980
Oracle (ODA Maintenance)	9,836	Southworth Milton Cat	27,092
Overhead Door Co	2,400	TBD (Nexgen)	7,500
Overhead Door Co	4,700	Xylem YSI (TOC)	7,128
Overhead Door Co	3,500	Asure ADI Time	21,300
Park Place Technologies	696	Avepoint Office	14,400
Park Place Technologies	7,750	Avepoint Office	6,000
Park Place Technologies	19,925	Bahr Sales	700
Park Place Technologies	14,550	Click-up annual subscription	400
Shimadzu (GC-MS)	11,785	Dell Microsoft	161,000
Siemens Building Tech	12,444	DocuSign	5,000
Siemens SCADA PM	40,295	Gov Connection	32,700
Southworth Milton	27,092	Gov Connection	21,000
Thermo Fisher (ICP-MS)	8,845	Gov Connection	8,900
Xylem (OI Analytical)	7,128	GP Strategies	32,000
Avepoint	14,250	InsightSoftware	29,000
Bahr Sales	700	MDSS Online	4,400
Dell	140,100	Telog Annual	17,000
Gov Connection	27,475	Utility API	1,000
Gov Connection	40,000	Various Vendors (fka "GovConnection")	40,000
GovConnection (Adobe)	20,800	A&F Engineering	45,000
GovConnection (Cyber Security Know B4)	8,850	ABB Plant	73,049
Insight Software	40,000	Advance/N Harris Licensing & AUS CIS Mobile	180,000
JazzHR	3,000	Aquatic (fka Hach [sister company])	9,000
LastPass	500	Bluebeam	3,825
Sigma Plot	2,499	CDW-GFP	7,806
Skillssoft Learning Mgmt System	27,300	Cognizant	19,000
Skillssoft Licensing	3,100	Computer Plus Sales & Service	356
SKM Power Tools	1,263	DevartDbforge	1,250
Telog	13,360	DLL Solutions	14,400
Wonderware	15,000	DLT Solutions	15,000
Zix	17,600	Eplus (Cisco)	29,000
A&F Engineering	40,000	ESRIGIS	31,000
Advance/N Harris Licensing & AUS CIS Mobile	147,675	Gov Connection	10,800
Asure	21,250	Gov Connection	50,000
Avepoint	7,700	Gov Connection	25,000
Bluebeam	3,825	Gov Connection	3,604
Cognizant	18,800	Gov Connection	50,664
Devart	1,250	Gruber Power Services	3,000
DLL Solutions/Engement Services	5,450	Gruber Power Services	2,600
DLT Solutions	7,000	Infor Public Sector	116,000
Emphasys Software	12,000	Insight Software	17,000
ePlus	52,275	Kroll	4,000
ESRI	31,500	Mobatek SARL (aka MobaXterm)	400
GOV Connection	3,276	Oracle	7,000
GovConnection (Manage Engine)	20,725	Oracle	134,850
Hach	13,400	Oracle	9,000

Infor Public Sector	116,000	OSIsoft	43,789
Oracle (EPS)	134,850	Park Place Technologies	816
Oracle (Linux)	9,000	Park Place Technologies	7,200
OSIsoft	40,566	Park Place Technologies	19,000
Redgate	125	Park Place Technologies	18,000
Sonepar Distribution NE Inc.	2,940	Siemens	13,688
Thermo LabSystems, Inc.	41,500	Siemens	44,775
Vertex	6,850	SKM Power Tools	1,301
VM WARE	50,000	Sonepar Distribution NE Inc.	7,676
Walker Industrial	523	The Rovisys Company	2,205
Wonderware	57,408	Thermo LabSystems, Inc.	41,500
Wonderware	8,800	Vertex	7,400
		Walker Industrial	766
		Wonderware	15,000
		Wonderware Q-Mation	62,284
		Wonderware Q-Mation	9,922
		Zoho Corp	14,250



Let's write the future
Together

Industry Care Select



Art Sheridan
Control Systems Administrator
Narragansett Bay Commission
2 Ernest Street
Providence, RI 02905

Proposal Date: June 03, 2022
Proposal Number: EGR-220519-1 Rev 01
Service Account Manager: Sherif AbuSalem



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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plants uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including electrification services, drives services, and ABB Ability™ digital technologies.

It's all about improving *your* business outcomes. From ABB's portfolio of technology and services from field service, tuning services, and spare parts to consulting, optimization, ABB Ability™ digital portfolio, and turnkey services; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.



2 Scope of Work

2.1 Contract Management Team

Contract management is adjusted to reflect the Scope of Work and also tailored to meet Customer requirements. The ABB contract management team is led by the Regional Operations Manager and includes the Service Coordinator, Business Administrator, Sales Account Manager, with escalation to a Regional Director.

The Contract Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

2.2 Rapid Response Services

2.2.1 Telephone Support

Narragansett Bay Commission will have access to an **unlimited number** of technical support cases. Support cases initiated via telephone will have a **1 hour** response during normal business hours (M-F 8:00 AM – 5:00 PM US Eastern time excluding holidays) throughout the duration of this contract. The 1-hour response begins when a phone call initiated technical support request is acknowledged by a specialist. The 1-hour response does not apply to email initiated support cases and does not constitute a guarantee of any sort. Escalation of support cases is made through the ABB Contact Center.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com

Telephone number: 1-800-HELP-365 (1-800-435-7365)

Narragansett Bay Commission Request will include the following information to the ABB Contact Center:

- Customer name



-
- Name of inquirer
 - Name of site
 - Type of equipment
 - Description of inquiry
 - Priority of the inquiry
 - Contact details of the inquirer

2.2.2 Online Support

Online support is available through the Premium version of MyABB / My Control System portal. Through My Control System, you can:

- Check my system licenses / Automation Sentinel status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, Narragansett Bay Commission will have up to fifteen (15) users, plus one (1) control system administrator. **Narragansett Bay Commission is responsible for completing and returning the form in Appendix B for user access**

2.2.3 Technical Support Case Tracking

The MyControlSystem administrator designated on Appendix B will have access to Technical Support case tracking via the case tracking widget on myPortal.ABB.com. Technical Support case tracking provides the flexibility to follow resolution progress of open cases, to check up on the activity of open cases, and to research closed case histories. The designated administrator will be able to view all cases assigned to the site regardless of who opened the case.

Specifically, the administrator will be able to enter, modify, and track support cases via myPortal.ABB.com (Case Tracking Application). The administrator will be able to:

- View your cases only
- View your entire site cases



- Search for specific subjects, callers, etc
- Update any active case with comments, ask a question, add additional details, or attach files
- Follow the progress on any specific case
- Enter new cases 24/7

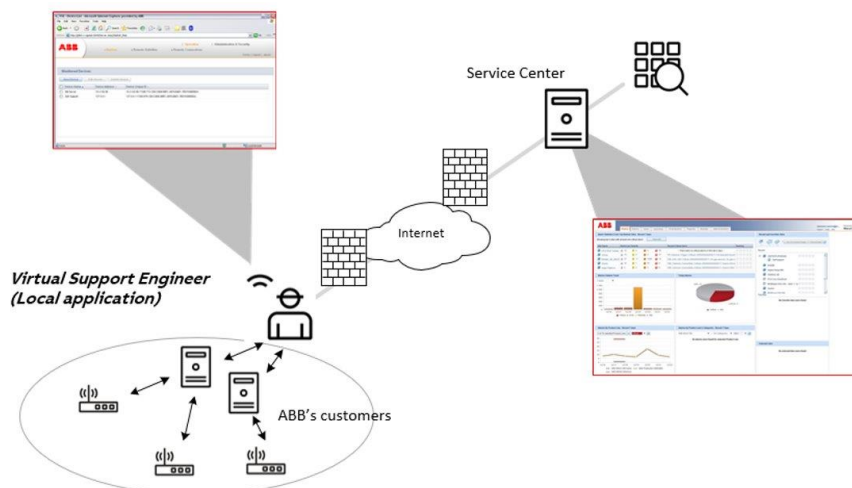
2.3 Rapid Response Options

2.3.1 Optional Remote Access Link

Remote Access Link (RAL) is a subscription service which allows ABB experts to remotely connect to a customer's control system in order to more quickly respond to technical issues. Installation of RAL can be completed upon receipt of the customer's authorization (see Appendix F).

Remote Connectivity

The ABB Remote Access Platform (RAP) - RAP provides ABB specialists a direct view of equipment and associated software applications via a selected node on the customers control system network. It facilitates remote troubleshooting, remote sessions associated with on-site service, monitoring of process data, and recommendation of improvements to applications related to the process. RAP also allows ABB specialists to help maintain and optimize the process automation system.



- Customer Provided VPN Connectivity - For an additional fee the customer may provide its own VPN connection method in place of the Remote Access Platform solution.



Customer RAP Responsibilities

- Request the connection to be active by returning RAP Consent form (Appendix F). Remotes Access Link service will remain inactive unless the customer chooses to activate anytime during the contract period.
- Provide Internet access
- Provide a PC for the VSE software. Minimum PC requirements are:
 - Windows 7 Operating System
 - 1 GB of RAM
 - 500 MB of Hard Drive Space
 - Minimum recommended Internet speed is a 3 Mbps
- Install VSE software on site machine. Firewall must be configured to allow outbound only connection through SSL port 443.

Customer VPN Responsibilities

- Provide VPN software
- Provide installation and login documentation
- Provide VPN user credentials
- Software must be compatible with Windows 7 or greater
- Minimum recommended Internet speed is 3 Mbps

2.4 Lifecycle Management Services

2.4.1 Sites and Systems Supported

The following table(s) outlines the sites and systems covered under this Contract with their corresponding software maintenance level.

Narragansett Bay Commission – Field's Point WWTP - SID12587

Software Support Level	Maintain+ Level	# of Concurrent Users	N/A	System Functionality	<input type="checkbox"/> Turbine Analyst <input type="checkbox"/> History <input type="checkbox"/> Harm. Gateway
Licenses Included in System Identification					
License #	Product Description		Machine ID		
688121941	Composer Harmony Client, v6.0		12741		
687632811	Composer Harmony Client, v6.0		12742		
688121931	Composer Harmony Server, v6.0		12741		
SL226300809071018	Composer Harmony Server, v6.0		12742		
SL944162310093036	IET800, vA.0		B89BE4024146		
SL007172310093036	IET800, vA.0		B89BE4032B39		
SL913162310093036	IET800, vA.0		B89BE40332D8		
SL866162310093036	IET800, vA.0		B89BE40332DB		



SL976162310093036	IET800, vA.0	B89BE4034BCC
SL783544015022057	IET800, vA.0	B89BE4035082
SL896264809075069	Automation Sentinel Non-ABB Console S+	

2.4.2 Software Maintenance

As part of this contract, Narragansett Bay Commission will have access to the **Maintain+** level of software maintenance. Please refer to the subsequent section for details on what systems and components are covered.

Maintain+ level provides access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current software version installed, as well as the availability to upgrade the currently installed software products from one version of the platform to the latest version of the same platform for platforms that are “Active” or “Classic” lifecycle status.

Delivery of software updates will be through the myABB / My Control System portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance updates provided by ABB will automatically be subject to the applicable end-user software license agreement. Software corrections for individual issues are not available prior to the release of a periodic software maintenance update. Purchaser may request the correction of a specific issue and ABB will attempt to make available, at its option, a temporary correction if ABB determines the issue to be business critical, and both technically and economically feasible.

2.4.3 Onsite Field Service

As part of the Industry Care contract, ABB will provide **32 hours per year** of OCS Field Services to perform on-site maintenance services. Service labor hours not used within the duration of this Contract shall be “lost” without compensation. Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client’s facility. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix A.

Travel and living expenses are included with this Contract.

In the event all of the hours are used, additional hours may be purchased at **12 percent off** the current field service labor rates if purchased during the contract period. Additional purchased



material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

2.4.4 In-Person & On-Line Training Classes

Narragansett Bay Commission is also entitled to purchase in-center and on-line training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center and on-line training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

2.4.5 Loyalty Offers

As a participant in the Industry Care program, Narragansett Bay Commission will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

2.4.6 Parts & Services Utilization Account

As an Industry Care participant, Narragansett Bay Commission can establish a pre-paid Parts and Service Utilization Account in the amount of **\$50,000 per year**. Any unused funds in a calendar year may be rolled into the subsequent calendar year with the requirement that all funds be used prior to the contract expiration date. Any funds unused at the end of the contract will be forfeit. Parts & Service Utilization Account funds may be used to purchase parts, repairs, and field services at list prices. Parts and Service Utilization Account funds may not be used to purchase Loyalty Program offers. Any parts, repairs, or field services purchased over and above the value of the Parts and Services Utilization Account may be purchased at the discount levels shown below. Discounts apply only for the listed hardware and software services.

Hardware

New	Description
Symphony Plus Harmony (Rack)	18% discount (0.82 of list)
Symphony Plus (DIN)	12% discount (0.88 of list)



New	Description
Repairs and Refurbished parts	
Repairs	12% discount (0.88 of list)
Refurbished	12% discount (0.88 of list)
Software	
Symphony Plus	12% discount (0.88 of list)
Services	
Field Service Hours	12% discount (0.88 of list)
Loyalty Offers	Published Loyalty Offer Price
Training	Discount rate included in section "In-Person Training Classes"

No other discounts apply when using Parts & Services Utilization account funds.

For the purpose of this agreement:

- The customer is responsible for returning all failed parts under the RMA issued within 14 days of receipt of the RMA. Failure to return failed parts will result in an additional charge of 20% of the list price against the account balance.
- The published spare parts list price for the part or repair cost will be deducted as ordered from the parts account balance.
- Any parts usage beyond the amount stated herein for the contract period will be invoiced separately at the list price less the discount stated herein. A purchase order will be required.
- All replaced components become property of ABB Inc.
- Customer is separately responsible for all shipping charges.
- Parts usage below the cap may not be applied toward any other portion of this contract.
- No combining of discounts is permitted.
- ***Parts & Service Utilization Funds not consumed within the term of the contract will be forfeited without compensation.***



2.5 Lifecycle Management Options

2.5.1 Optional Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark on one (1) of the covered systems to be mutually agreed upon by ABB and **Narragansett Bay Commission** during the term of the contract. The Control System Benchmark will provides to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal.

The Control System Benchmark is conducted by running a Service Products Data Collector (SPDC) automated tool that can be downloaded from myControlSystem or provided to customer by USB storage media. The SPDC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the SPDC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. Narragansett Bay Commission may apply virus checks to media prior to loading the SPDC tool on the system. The SPDC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.



3 Commercial Summary

Industry Care Select Contract – Three Year Contract:
The Contract starts **July 01, 2022** ending **June 30, 2025**.

Part Number	Description	Price
		\$ 70,921 Year 1
		\$ 73,049 Year 2
PAENC-SEL-03	Industry Care – Select 3-year agreement	\$ 75,240 Year 3
		\$ 219,210 Total

Optional Services*

Part Number	Description	Price
1 n/a	Remote Access Link	\$ 3,750 Annual
2 n/a	Control System Benchmark	\$ 1,712 Annual

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.

3.1 Purchase Order

PLEASE NOTE NEW SUBMISSION EMAIL ADDRESS.

This is a Three Year Contract, please submit your purchase order **referencing proposal number EGR-220519-1 Rev 01**. The Purchase Order needs to cover the full duration with line items for each year. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-SEL-03	Year 1	7/1/2022	\$ 70,921
2	PAENC-SEL-03	Year 2	7/1/2023	\$ 73,049
3	PAENC-SEL-03	Year 3	7/1/2024	\$ 75,240
			TOTAL	\$ 219,210



Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

The purchase order must reference terms and conditions of this Contract. Please fax or email your purchase order to:

Fax – (440) 585-5081

E-mail – ServiceContracts@us.abb.com

If you use ARIBA for purchase order submission, use ABB INC-P A Service (contracts) ANID: AN01003473396.

3.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 3.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

3.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.
Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.

3.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 3 Commercial Summary above, and will remain in effect until the end of the agreement as specified in Section 3 Commercial Summary above.



The Terms and Conditions of this proposal are based on ABB Standard Terms and Conditions. No other terms and conditions shall apply. Where there is a conflict between the Terms and Conditions and this proposal, terms of this proposal shall take precedence.

3.4.1 Corona virus (COVID 19) Sales Contract Clause

The Parties are aware of the outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus which is or may impact normal business and execution of this Contract. The Parties agree that ABB is entitled to cost compensation, time extension, or other reasonably required contract adjustments, if any consequences whether directly or indirectly resulting out of, or in connection with the coronavirus outbreak, lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

3.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

3.6 Travel and Living

All travel and living expenses for services included in this Contract are included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

3.7 Taxes and Duties

All other taxes and duty not explicitly expressed herein will be billed to the consignee. This include VAT or/and Service related Withholding tax.

3.8 Proposal Validity

This Proposal is subject to acceptance within sixty (60) days from the date of proposal. All prices, schedules, and technical descriptions are valid throughout this period.

3.9 Confidentiality

The information contained in this proposal is proprietary to ABB Inc. and may not be disclosed to any third party or company without the written consent of ABB Inc.

3.10 Change Orders

During the term of this Care agreement, work requested by Narragansett Bay Commission on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:



-
- Additional Scope will be authorized by Narragansett Bay Commission in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.
 - Narragansett Bay Commission shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
 - Change Orders will be on a Time and Material basis.

A sample Change Order form is shown in Appendix E

3.11 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

3.12 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

3.13 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

3.14 Use of Visual Remote Support

Customer acknowledges and accepts that, from time to time, ABB may utilize Visual Remote Support technology in the execution of work associated with this agreement. Visual remote Support facilitates augmented video and audio communications between ABB field resources and ABB technical support/engineering across a standard cellular/wifi connection utilizing an ABB supplied cellular/wifi enabled device. The Visual remote Support request will be initiated by ABB and shall be limited to the time frame necessary to perform the services requested by ABB engineer.

3.15 Raw Material, Commodities, Transportation and Other Critical Components

The Parties hereby recognize the existence of a global severe shortage of electronic components (including, but not limited to, semiconductors), as well of market volatility in the availability and



cost of other raw materials, commodities, transportation, and other critical components and/or elements, for an unpredictable period of time, which may impact normal business and the execution of the scope of delivery in a way and with a timing beyond ABB's control (hereinafter "**Excusable Event**").

Notwithstanding anything in the contract/terms and conditions/purchase order to the contrary, if after the date of ABB's proposal or order confirmation or during the term of the performance of the contract/purchase order/confirmed purchase order an Excusable Event occurs, so that the costs of the ABB's performance increase or ABB's performance obligations are materially adversely affected, temporarily or permanently prevented or delayed, ABB shall be relieved of any affected obligations and the Parties shall negotiate in good faith equitable adjustments of the ABB's obligations in terms of:

- a. reasonable extensions of the original date of delivery or completion;
- b. equitable adjustments in the price, to compensate ABB for any documented increase in components, raw materials, commodity and/or transportation costs;
- c. possible reductions of the contractually owed quantity of the goods to be delivered to the Customer, with a view to employing reasonable efforts to ensure that the contract/purchase order/confirmed purchase order can at least be filled in part.

Agreed liquidated damages, any actual damages, penalties or other fines, otherwise payable by ABB shall not apply for delays directly or indirectly caused by the Excusable Event. Customer cannot invoke such a delay as a cause for termination/cancellation of the Contract/Order, unless otherwise agreed between the Parties. In the event of a prolonged Excusable Event, ABB retains the ability to terminate any affected agreement for convenience, by servicing notice to Customer to this effect.

In case of termination/cancellation of the contract/purchase order/confirmed purchase order directly or indirectly caused by the Excusable Event, each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate damages, penalties and/or liquidated damages. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably. Any contract, order acceptance or order confirmation by ABB is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.



Appendix A – ABB US Service Standard Rate Sheet – 2022

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Drives and Motors	Field Services	\$341
Open Control systems (OCS)	Field Services	\$328
	Process Application Engineering Services	\$370
Paper Quality Control Systems & Web Imaging Systems (QCS & WIS)	Field Services	\$328
	Sensor Specialist Services	\$366
	Systems Engineering Services	\$366
	Process Application Engineering Services	\$370
	Lorentzen & Wettre Engineering Services	\$349
	Lorentzen & Wettre Specialist Service	\$397
Power Generation	Turbine Control Systems Services	\$359
	Flame Scanner Services	\$359
	Power Plant Tuning	\$359
All	Project Management Services	\$361
	Process Control Tuning Services	\$363
	Regional Technical Advisor, Network & Security Services	\$370
	Process Optimization Services	\$385

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).



Field Engineer Stand-By

Engineer Stand-By support occurs when a customer requests an engineer to perform “stand-by” duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.

Field Engineer Stand-By Service is charged at 4 PWH per day. If the “reserved” Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

2022 Holiday Schedule

Monday, Jan. 17 – Martin Luther King Holiday	Friday, Nov. 11 – Veterans Day
Monday, Feb. 21 – Presidents Day	Thursday, Nov. 24 –Thanksgiving Day
Monday, May 30 - Memorial Day	Friday, Nov. 25 –Thanksgiving Day (Day After)
Friday, July 1 – Independence Day (day before)	Friday, Dec. 23 – Day Before Christmas Eve
Monday, July 4 – Independence Day	Monday, Dec. 26 – Christmas Day (Monday After)
Monday Sept. 5 - Labor Day	



Appendix B – My Control System Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact address	e-mail	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
					Control System Administrator
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer



Appendix C – Change Order Form

ABB Inc. is pleased to provide to you, this change to purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement proposal _____ to support the following scope:

Labor	Quantity	List	Discount	Total
Standard labor (1X)				
Overtime labor (1.5x)				
Double time labor (2x)				
Holiday labor (3X)				
Total Labor				
Expenses	Quantity	List	Discount	Total
Miles				
Air fare				
Hotel				
Pier diem				
Car rental				
Parking/tolls				
Other				
Admin				
Total Expenses				
Parts	Quantity	List	Discount	Total
Parts				
Total Parts				
Miscellaneous	Quantity	List	Discount	Total
+				
+				
-				
Total Miscellaneous				
Total Price				

All the terms and conditions of Purchase Order _____ dated _____ remain in full force and effect and control this change.

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____.



Appendix D – Optional Remote Access Link Consent Form

_____ (“Customer”) agrees and consents to allow ABB Inc. remote access to the ABB system(s) and equipment(s) installed in the _____ facility(s).

Access shall occur either by a Customer supplied remote access method or with the ABB Remote Access Platform (RAP) software that establishes connectivity via a Secured-Sockets Layer (SSL) tunnel between software installed at site and servers located in a secured environment that are maintained via ABB maintenance and security standards.

ABB will submit a listing of those ABB employees who will be remotely accessing the ABB systems and equipment, as modified from time-to-time (“ABB Employees”).

(Site Contacts Name, Email and Phone #) _____

Are those Customer representatives who may permit any other ABB employee or representative access. Only those ABB Employees identified by ABB and Site Contacts shall be permitted remote access.

The remote access request will be initiated by any Customer employee either by phone or email. A Customer employee shall be in communication with the ABB representative at times during the remote access session. ABB is not responsible for the actions of the Customer employee during the session. The remote access shall be limited to the time frame necessary to perform the services requested by Customer. A log/record will be created for each login if the customer is utilizing ABB RAP Solution and this log/record is accessible to customers by request for the previous two weeks of logs/records.

The services provided by ABB during the remote access session shall be governed by the terms and conditions in place between the Customer and ABB or in the event of no such terms and conditions, ABB standard terms and conditions.

CUSTOMER:

By: _____

Title: _____

Date: _____



RAP Setup Options

In order to keep all RAP connections secure, ABB has 2 recommendations regarding the installation of the Virtual Support Engineer (VSE) software on site. ABB currently has a list of recommended support groups that will be given access to a site depending on the system type.

Unassisted Remote Access (Default Option)

- The VSE is installed and configured with the “Offline Mode” option turned OFF in control panel.
- ABB users will be allowed to connect to site on an as needed basis
- In case of emergency or after-hours support, ABB representative will be able to connect to site
- Default access to each site will be determined via recommended support group listings
- Additional users will be added on an as needed basis

Assisted Remote Access

- The VSE is installed and configured with the “Offline Mode” option turned **ON** in control panel. This allows the customer to control who can access the site.
- The VSE is configured with a security policy setting which requires the customer to approve each user who attempts to connect and terminate the connection when the work is complete.
- In case of emergency or after-hours support, customer representative will need to give access
- Default users to each site will be determined via recommended support group listings.
- Site representative will need to send an email and verify new users

ABB Approved Groups (Select all that apply)

- Level 2 Technical Support
- Level 3 Technical Support
- Drive Support Group
- Optimization Group

ABB Approved Users (Type in approved users)



Appendix E – Terms and Conditions

ABB INC.

GENERAL TERMS AND CONDITIONS OF SALE

1. General. The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal.

(b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB, or may terminate the order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.



5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours.

(b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the



nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Patent Indemnity.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Limitation of Liability.

(a) In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

11. Laws and Regulations. ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely,



shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

12. OSHA. ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

13. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

14. Inventions and Information. Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

15. Force Majeure. ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

16. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

17. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

18. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from



such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

19. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

20. Nuclear Insurance – Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

21. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.



Cognizant Technology Solutions U.S. Corporation
 211 Quality Circle
 College Station, TX 77845
 Tel: 603.400.8272
 www.cognizant.com

Quote Number:	
Quote Date:	4/4/2023
Terms:	
PO Due Date:	ASAP
Quote Amount:	19,740.17

Quote To:
 Narragansett Bay Commission
 One Service Road
 Providence RI 2905

Remit To:
 Cognizant Technology Solutions U.S. Corporation
 24721 Network Place
 Chicago, IL 60673-1247
 EIN # 13-3924155

Project Number	Agreement Number	PO Number	Customer Number
1000176305			1229555

CHARGES	
Quote Description	Amount
KB Data Management Support Renewal for HR/Payroll/Financials modules 07/01/23 - 06/30/24	19,740.17
Total:	19,740.17

INVOICE TOTAL	
Total Quote Charges:	19,740.17
Total Estimated Tax:	0.00
Total Amount Quoted:	19,740.17

COMMENTS:

Please direct any questions to ospkbsupport@cognizant.com

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Narragansett Bay Commission

One Service Road
 Providence, RI, 02905
 401-461-8848
 Fax: 401-461-6540



SHOW PURCHASE ORDER NUMBER
 AND VENDOR NUMBER ON ALL
 INVOICES, PACKING SLIPS, AND
 CORRESPONDENCE

PURCHASE ORDER NUMBER: 374804

ORDER DATE:

2/8/2023

TERMS:

NET 30

VENDOR:	DELIVER TO:	INVOICE TO:
ENGEMENT COMPANY INC DLL SOLUTIONS 11 WILMOR RD TOPSFIELD, MA 01983-1020	NARRAGANSETT BAY COMMISSION CORPORATE OFFICE BUILDING ONE SERVICE ROAD PROVIDENCE, RI 02905	NARRAGANSETT BAY COMMISSION ATTN: ACCOUNTS PAYABLES ONE SERVICE ROAD PROVIDENCE, RI 02905

VENDOR NUMBER: 7099

Line Num	Description	Order Quantity	Unit	Purchase Price	Line Value	Total Value
1	SC23-44-02 - Original Consultants - Maintenance Agreement 02.01.2023-02.29.2024 - 2023 NBC PI System Support Services - DLL-NBC-202312a	12400	DOLLARS	1.00	12400.00	\$12,400.00
2	Travel	2000	DOLLARS	1.00	2000.00	\$2,000.00

Total Order Value	\$14,400.00
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AUTHORIZED SIGNATURE

INSTRUCTIONS TO VENDOR:

EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE. VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION POLICIES AND REGULATIONS FOUND AT WWW.NARRABAY.COM.

January 31, 2023

Mr. Arthur Sheridan
Fields Point Wastewater Treatment Facility
Narragansett Bay Commission
2 Ernest St
Providence, Rhode Island 02905

RE: 2023 NBC PI System Support Services
Ref: DLL-NBC-202312a

Dear Art,

DLL Solutions is pleased to provide the Narragansett Bay Commission (NBC) with this proposal for the renewal of PI Services at the Fields Point Wastewater Treatment Facility. The period covered under this renewal is February 1, 2023, through February 29, 2024.

Note: No software and/or software licenses are being supplied in the scope of this proposal.

Scope

DLL Solutions will supply the Narragansett Bay Commission with both onsite and remote PI System services. These services include PI Server maintenance, Server and Client upgrades, and consulting services. Eight (8) days of service will be provided under this proposal. This includes one (1) site visit, consisting of three (3) consecutive days on-site. The remaining five (5) days will be provided as remote support and consulting services.

Services

The scope of this contract covers PI. Expansion of system applications or functionality, i.e., new project work, is not covered in this contract.

Remote Support Services

This contract will provide up to a maximum of forty (40) hours of remote support for Fields Point Wastewater Treatment Facility. This will cover the occasional questions, configuration changes, and other issues that may arise. Our staff of professionals is available to your team via phone and email during regular business hours.

This is not intended to be an emergency support contract but does rank your requests as Highest Priority within DLL. Every attempt will be made to respond the same business day, but no later than the next business day, to any request. DLL will provide you with the estimated hours to complete the requested work prior to beginning any task, and all work will then be completed within the mutually agreed-upon time frame. The minimum incremental charge for any request will be thirty minutes.



On-Site Services

The base scope we propose consists of one (1) 3-day on-site visit for Fields Point Wastewater Treatment Facility. This trip will typically be used to address site-specific topics and issues, perform minor upgrades, configuration, tuning, knowledge transfer, and system reviews. This trip can also be used to accomplish any task pertaining to your PI System needs at these locations.

Customer Prerequisites

The following must be met by NBC prior to the start of any work by DLL.

- Provide remote access to Fields Point Wastewater Treatment Facility PI System
- Provide access to Fields Point Wastewater Treatment Facility for the on-site visit

Pricing

This contract is being offered at the fixed price of \$12,400 for PI Support, with invoices issued as set out in the below table. Travel and living expenses for the on-site visit will be separately invoiced at cost the month following the visit. The travel and living expenses shall not exceed \$2,000.

Invoice	Date	Investment
Initial Invoice	Upon receipt of PO	\$ 4,000.00
2 nd Invoice	7/1/2023	\$ 4,000.00
3 rd Invoice	3/1/2024	\$ 4,400.00
2023 Fixed Priced PI Support Total =		\$12,400.00
Travel at cost; NOT to exceed		\$2,000.00
Travel Invoiced Month Following Expense		
Total NOT to exceed =		\$14,400.00

All additional hours expended beyond the stated scope will be charged at our new rates, currently defined as on-site (\$225/hour), remote support (\$175/hour), and on-site training (\$250/hour). Any associated incurred travel and living expenses will be invoiced additionally at the actual cost.

Schedule

DLL Solutions will provide the onsite services at mutually agreed upon times during the twelve (12) month period covered by this proposal. A minimum of thirty (30) days of advance notice is required to schedule the on-site trip dates, and the included site visits must be contiguous weekdays of the same week.

Thank you for considering DLL Solutions for your PI support requirements. Please feel free to contact me if we can be of assistance with any of your PI related needs.

Best regards,

Kenneth P Dzierzek

Kenneth P Dzierzek

President

DLL Solutions
Engement Company, Inc.

January 29, 2019

Mr. Arthur Sheridan
Fields Point Waste Water Treatment Facility
2 Ernest St
Providence, Rhode Island 02905

RE: Proposal for On Site and Remote PI Services
Ref: DLL-NBC-201915a

Dear Art,

DLL Solutions is pleased to provide the Narragansett Bay Commission with this proposal for the renewal of PI Services at the Fields Point Waste Water Treatment Facility. The period covered under this renewal is February 1, 2019 through June 30, 2020.

Scope

DLL Solutions will supply the Narragansett Bay Commission with both onsite and remote PI System services. These services include PI Server maintenance, Server and Client upgrades, and consulting services. Nine (9) days of service will be provided under this proposal. This includes two (2) site visits, consisting of two (2) consecutive days each. The remaining five (5) days will be provided as remote support and consulting services.

Pricing

This proposal is being offered at a **fixed price** of \$15,450 and includes all travel and living expenses. Invoicing will be based on the schedule listed below with payment terms of Net30 days.

- Initial invoice for \$5,000 issued upon acceptance of this proposal
- Second invoice for \$5,000 issued on October 15,2019
- Final invoice for \$5,450 issued on June 30, 2020

This proposal, notwithstanding any scope or deliverables changes, is valid for 30 days from the above date.

Schedule

DLL Solutions will provide the onsite services at mutually agreed upon times during the sixteen (16) month period covered by this proposal.

Thank you for your interest in the services of DLL Solutions. If I can be of any further assistance regarding PI related services, please do not hesitate to contact me.

Best Regards,
DLL Solutions



Kapil Rakh
Senior Application Engineer
OSIsoft accredited PI System Infrastructure & Installation Specialist

April 18, 2017

Mr. Arthur Sheridan
Fields Point Waste Water Treatment Facility
2 Ernest St
Providence, Rhode Island 02905

RE: Proposal for On Site and Remote PI Services
Ref: DLL-NBC-201726a

Dear Art,

DLL Solutions, Inc. is pleased to provide the Narragansett Bay Commission with this proposal for the renewal of PI Services at the Fields Point Waste Water Treatment Facility. The period covered under this renewal is April 1, 2017 through June 30, 2018.

Scope

DLL Solutions will supply the Narragansett Bay Commission with both onsite and remote PI System services. These services include PI Server maintenance, Server and Client upgrades, and consulting services. Twelve (12) days of service will be provided under this proposal. This includes three (3) site visits, consisting of two (2) consecutive days each. The remaining six (6) days will be provided as remote support and consulting services.

Pricing

This proposal is being offered at a **fixed price** of \$21,350 and includes all travel and living expenses. Invoicing will be based on the schedule listed below with payment terms of Net30 days.

- Initial invoice for \$7,000 issued upon acceptance of this proposal
- Second invoice for \$7,000 issued on October 15, 2017
- Final invoice for \$7,350 issued on March 15, 2018

This proposal, notwithstanding any scope or deliverables changes, is valid for 30 days from the above date.

Schedule

DLL Solutions will provide the onsite services at mutually agreed upon times during the fifteen (15) month period covered by this proposal.

Thank you for your interest in the services of DLL Solutions. If I can be of any further assistance regarding PI related services, please do not hesitate to contact me.



1116 Azalea Drive
North Brunswick, NJ 08902
Phone: 848-216-6221
Fax: 848-216-6221
Email: kapil@dllsolutions.com

Best Regards,
DLL Solutions, Inc.

Kapil Rakh
Senior Application Engineer
OSisoft accredited PI System Infrastructure & Installation Specialist

DLL Solutions, Inc.

Custom Applications for Process Industries

Edward C. Parlock, Operations
Manager

March 13, 2004

Mr. Arthur Sheridan

Fields Point Waste Water Treatment
Facility 2, Ernest St
Providence, Rhode Island 02905

RE: Proposal for ON Site PI
services

Dear Art,

DLL Solutions Inc. is pleased to provide the Narragansett Bay Commission with this proposal for the renewal of your on site PI services at the Fields point Waste Water Treatment Facility.

Scope

Core deliverables

Item 1: PI System Service

DLL Solutions will supply the Narragansett Bay Commission with on site PI System services. These services include PI Server maintenance, Server and client upgrades, and on site Consulting services. Twelve days of service will be provided under this proposal. The service will be provided during 3 separate trips of four days each,

Pricing

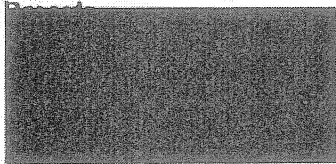
This proposal is fixed price, except where noted that work will be done on a time and materials basis. Travel and living expenses are included in the fixed price. Upon acceptance of this proposal, NBC will be invoiced for 25% of the fixed price and invoiced 25% every three months thereafter; payment terms are net 30 days,

The services scope comes to a total of \$19,200 This proposal notwithstanding any scope or deliverables changes, is valid for 30 days from the above date..

Schedule

DLL Solutions will provide the on site services at agreed upon times during the next twelve months. Each trip will be scheduled thirty days in advance of the trip.

Thank you for your interest in the services of DLL Solutions. If I can be of any further assistance regarding PI related services, please do not hesitate to contact me at (610) 967-4517



CERTIFIED Partner

325 softy Place
Macungie PA 18062 Phone
(610) 967-4617 Fax (240)
337-8651 Email ed@llsolutions.com
llsolutions.com



Customer Name: NARRAGANSETT BAY
COMMISSION

Quote No: 22793302

Quote Name: 3 Year Smartnet Quote

Quotation Date: 04/12/2022

Sales Support Contact: Russ Gavlak

Sales Support Phone: 603-263-3506

Sales Support Email: rgavlak@eplus.com

Account Executive: LISA OVALLES

Account Executive Phone: 781-615-1318

Account Executive Email: lovalles@eplus.com

Customer PO No:

Order No:

Expiration Date: 07/26/2022

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
Contract Term: 7/1/2022 - 6/30/2025						
001	CON-FC-3-331869836	CISCO	ENHANCED MAINTENANCE SUPPORT - 3 YEARS	1	81,807.72	81,807.72
002	CON-3-331869836	CISCO	SMARTNET SUPPORT - 3 YEARS	1	5,088.44	5,088.44

Totals 86,896.16

Shipping:	Sub Total (USD):	86,896.16
Packing:	Est. Tax (USD):	TBD if Applicable
	Freight (USD):	0.00
	Total (USD):	86,896.16

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

[ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or \[leasing@eplus.com\]\(mailto:leasing@eplus.com\) to receive a lease quote today.](#)

Customer Acceptance	Bill To	Ship To
Signature: _____	NARRAGANSETT BAY COMMISSION	NARRAGANSETT BAY COMMISSION
Name: _____	1 SERVICE RD	1 SERVICE RD
Title: _____	PROVIDENCE RI 02905	PROVIDENCE RI 02905
Date: _____	PROVIDENCE RI 02905	UNITED STATES

Customer PO #: _____

UNITED STATES
ACCOUNTS PAYABLE

Div. 7-7 b. Attachment

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Meaghan Brown
Phone: (800) 998-8277 ext. 33242
Fax: (603) 683-0615
Email: meaghan.brown@connection.com

25368365.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 7/12/2022
Valid Through: 8/11/2022
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Brendon McLean
Email: bmclean@narrabay.com

Phone: (401) 461-8848 x378
Fax:

QUOTE PROVIDED TO: AB#: 14077172 NARRAGANSETT BAY COMMISSION ACCOUNTS PAYABLE 1 SERVICE RD PROVIDENCE, RI 02905 (401) 461-8848 x431	SHIP TO: AB#: 14077173 NARRAGANSETT BAY COMMISSION BRENDON MCLEAN 1 SERVICE RD PROVIDENCE, RI 02905 (401) 461-8848 x431
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DELIVERY	FOB	SHIP CLASS	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				start date: 07/12/2022 end date: 07/10/2025			-
2	36	37528141	BBS995B-H	Instant Replacement for Backup Server 995B Barracuda	Barracuda	1,159.00	41,724.00
3	36	37528132	BBS995B-E	Energize Updates for Backup Server 995B Barracuda	Barracuda	952.00	34,272.00
4				start date: 07/11/2022 end date: 07/10/2025			-
5	36	37528132	BBS995B-E	Energize Updates for Backup Server 995B Barracuda	Barracuda	952.00	34,272.00
6	36	37528141	BBS995B-H	Instant Replacement for Backup Server 995B Barracuda	Barracuda	1,159.00	41,724.00
Subtotal							151,992.00
Fee							0.00
Shipping and Handling							0.00
Tax							Exempt
Total							151,992.00



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

<u>Ordering Address</u>	<u>Remittance Address</u>
GovConnection, Inc. 732 Milford Road Merrimack, NH 03054	GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019



GovConnection, Inc.
2275 Research Blvd
Suite 360
Rockville MD 20855

REMIT TO ADDRESS

GOVCONNECTION, INC.
DBA CONNECTION
PO BOX 536477
PITTSBURGH PA 15253-5906

PLEASE ENCLOSE ATTACHED REMITTANCE
RECEIPT WITH YOUR PAYMENT

Federal ID No.	Invoice No.	Invoice Date
52-1837891	73904743	03/16/2023

Company retains a purchase money security interest in
Equipment until payment is made in full.

Sold To:

Narragansett Bay Commission
1 Service Rd
Providence RI 02905

Shipped To:

NARRAGANSETT BAY COMMISSION
BRENDON MCLEAN
1 SERVICE RD
PROVIDENCE RI 02905

CORP. SALES (800)800-0019

CREDIT DEPT (888)294-0268

CUSTOMER SERV (800)800-0019

Date of Order	Order No.	Customer Purchase Order No.	Account No.	Terms	Date Shipped	Shipped Via
03/10/2023	62048940		20940907	N1	03/16/2023	UPS - GROUND COMMERCIAL
Quantity			Item No.	Description	Unit Price	Extension
Ordered	Back Ordered	Shipped				
1		1	28024928	Fortinet Coterm Renewals MFG# COTERM	14,789.0000	14,789.00

Invoice payment has been charged \$14789.00 to card **** * 8867

Merchandise	Sales Tax	Shipping/Packaging
14,789.00	0.00	0.00

Backordered items will be shipped and
Invoiced to you as soon as they are available.

Page # 1

Invoice Total
0.00

Ordered By Brendon McLean

Order No.	Company	Account No.	Invoice No.	Invoice Total
62048940	00005	20940907	73904743	0.00

GOVCONNECTION, INC.
DBA CONNECTION
PO BOX 536477
PITTSBURGH PA 15253-5906

PLEASE ENCLOSE THIS REMITTANCE
RECEIPT WITH YOUR PAYMENT

00005 20940907 739047430000000000



ZOHO Corporation

4141 Hacienda Drive
Pleasanton, CA 94588-8549
U.S.A.
Phone: 925-924-9500
Fax : 925-924-9600
Federal Tax ID: 80-0722734

Our Remit to address:

ZOHO Corporation
PO Box 894926
Los Angeles, CA 90189-4926

Wire/ACH Transfer Details:

Bank Name: Citibank N.A
Account Name: Zoho Corporation
Account Number: 31079241
Routing No. : 0210-0008-9
Swift Code: CITIUS33
Bank Address: 111 Wall Street,
New York, NY 10043
[Quote invoice No. in your remittance]

INVOICE

Bill To
Narragansett Bay Commission
1 Service Rd
Providence RI 02905
United States

Ship To
Narragansett Bay Commission
1 Service Rd
Providence RI 02905
United States

Attn :- jgalego@narrabay.com
License Order No : 947187
License Sent to : 19USA647336

Invoice# 2367289
Invoice Date 03 Apr 2023
Terms Due on Receipt
Due Date 03 Apr 2023
P.O.# ch_3Mss1rASUtHERYbB1
HpsLtQq
UserMail bmclean@narrabay.com
UserName NARRAGANSET BAY
COMMISSION
CompanyName Narragansett Bay
Commission

#	Item	Description	Qty	Rate	Amount
1	85511.0M4	Maintenance and Support fee for ManageEngine Endpoint Central UEM Edition for 700 endpoints and Single User License Start 05 April 2023 End 30 June 2024	1.00	4,727.00	4,727.00
2	85510.0NU4	Single Installation License fee for ManageEngine Endpoint Central Edition for Additional 2 Users (total 14)	1.00	333.00	333.00
3	85510.0MU4	Maintenance and Support fee for ManageEngine Endpoint Central Edition for Additional 2 Users (total 14) Start 05 April 2023 End 30 June 2024	1.00	1,163.00	1,163.00
4	88005.0MD1	Maintenance fee for ManageEngine AdAudit Plus Professional Edition for 2 Domain Controllers Start 05 April 2023 End 30 June 2024	1.00	473.00	473.00
5	88005.0NF2	Single Installation License fee for ManageEngine AdAudit Plus Professional Edition for additional 2 file servers (total 4)	1.00	554.00	554.00
6	88005.0MF1	Maintenance fee for ManageEngine AdAudit Plus Professional Edition for 4 File Servers Start 05 April 2023 End 30 June 2024	1.00	398.00	398.00
7	87036.61M	Maintenance fee for ManageEngine AdManager Plus Professional Edition for 1 Domain (Unrestricted Objects) with 6 help desk Technicians Start 05 April 2023 End 30 June 2024	1.00	1,881.00	1,881.00

#	Item	Description	Qty	Rate	Amount
8	87106.6NR1	Single Installation License fee for ManageEngine ADManager Plus Addons - Recovery Manager 250 User Objects	1.00	162.00	162.00
9	87106.6MR1	Maintenance and Support fee for ManageEngine ADManager Plus Addons - Recovery Manager 250 User Objects Start 05 April 2023 End 30 June 2024	1.00	73.00	73.00
10	70212.36M	Maintenance and Support fee for ManageEngine OpManager Professional Edition 500 Devices Pack Start 05 April 2023 End 30 June 2024	1.00	1,919.00	1,919.00
11	702012.31MIPAM1	Maintenance and Support fee for ManageEngine OpManager Professional Edition for 2000 Used Switch Ports in SPM and 250 Used IP Addresses in IPAM Start 05 April 2023 End 30 June 2024	1.00	440.00	440.00
12	702012.33MPFWA	Maintenance and Support fee for ManageEngine OpManager Edition 6 FWA Devices Pack Start 05 April 2023 End 30 June 2024	1.00	1,217.00	1,217.00
13	702012.0MWLC3	Maintenance and Support fee for ManageEngine OpManager Edition 100 Access Points Start 05 April 2023 End 30 June 2024	1.00	149.00	149.00
14	702012.33MNFA1	Maintenance and Support fee for ManageEngine OpManager Edition 100 NFA Interfaces Start 05 April 2023 End 30 June 2024	1.00	659.00	659.00
15	702012.0NUP2	Single Installation License fee for ManageEngine OpManager Edition for additional 1 User Pack (total 3)	1.00	82.00	82.00
16	702012.0MUP2	Maintenance and Support fee for ManageEngine OpManager Edition for 3 User Pack Start 05 April 2023 End 30 June 2024	1.00	85.00	85.00
17	85411.03N	Single Installation License fee for ManageEngine Patch Manager Plus Enterprise Edition for 80 Servers and Single User License	1.00	862.00	862.00
18	85411.03M	Maintenance and Support fee for ManageEngine Patch Manager Plus Enterprise Edition for 80 Servers and Single User License Start 05 April 2023 End 30 June 2024	1.00	473.00	473.00

Thanks for your business.

Sub Total	15,650.00
Total	US\$15,650.00
Payment Made	(-) 15,650.00
Balance Due	US\$0.00

Terms & Conditions

Terms and conditions apply.



ADDENDUM

MULTIYEAR SUPPORT COMMITMENT

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Software License Agreement between Infor Public Sector, Inc. ("Infor") and NARRAGANSETT BAY COMMISSION ("Licensee") with an effective date of December 18, 2008 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to a separate Support Agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and Support services (and may be referred to in an Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in an Agreement as Schedule, Supplement or Supplemental Schedule); "Annual Escalation Percentage Cap" means the maximum percentage increase in an annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of the Addendum: the date of counter-signature by Infor.

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary.

	SKU	Component System	License Restriction Quantity	Type	Support Level**
1	H8CS	Infor Public Sector Suite - Customer Service	35	CU	XT
2	H8WM	Infor Public Sector Suite - Work Management	61	CU	XT
3	H8AF	Infor Public Sector Suite - Fleet	15	CU	XT
4	H8AP	Infor Public Sector Suite - Plant	15	CU	XT
5	H8AS	Infor Public Sector Suite - Sewer	10	CU	XT
6	H8AIC	Infor Public Sector Suite - Inventory Control	61	CU	XT
7	NZTK-H8NDEU	Hansen 8 - Nezttek Data Utility Exchange	1	NU	XT
8	H8VAL	Infor Public Sector Suite - Asset Valuation	1	SV	XT
9	H8PO	Infor Public Sector Suite - Purchasing (Requires Inventory Control)	61	CU	XT
10	H8MD	Infor Public Sector Suite - Map Drawer	258	CU	XT
11	H8GGS	Infor Public Sector Suite - GeoAdministrator	1	CU	XT
12	H8AA	Infor Public Sector Suite - Asset Analysis	1	SV	XT
13	H8AWS	Infor Public Sector Suite - Asset Web Services	1	SV	XT
14	BDL-BARTEN	Bartender Automation Edition	3	ND	XT
15	HAN-MOBILE-WM	Infor Field Inspector Work Management	25	DV	XT
16	BDL-BAR	Infor Warehouse Mobility Device License	2	DV	XT
17	BDL-HAN-BARCODE	Infor Barcode for Hansen	1	SV	XT

Support Level: Infor Xtreme ("XT") Support unless otherwise indicated.

"XT" = Infor Essential (24x5) / "XTP" = Infor Premium (24x7) / "XTE" = Infor Customer Success Plus program

**Support Level: Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf>. A description of the XTE / Customer Success program can be found at <https://www.infor.com/support/customer-success-plus/>

II. Support Services

Total Support Fee:** \$426,894.29

** The Total Support Fee specified above has been calculated to align the Support End Dates of all Component Systems listed.

Annual Escalation Percentage Cap: For this Support Term, the Annual Escalation Percentage increase of 4.45% is included in the annual payment amounts set forth below. Following this Support Term, the Annual Escalation Percentage cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is the greater.

Support Term: 10-1-2023 ("Start date") to 06-30-2027

Support Commitment:

The Support Term specified herein is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Support Term. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

On the last day of the Support Term, Support will automatically renew for successive twelve-month periods (the "Renewal Period") unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

Other fees: NA

Total Amount Due (before applicable taxes): \$426,894.29

Currency: USD

This Addendum is subject to the Infor General Lifecycle Policy. As described therein, additional fees may apply if Mainstream Maintenance is no longer available for a Component System during the Support Term The policy can be found at <https://www.infor.com/content/analyst/Infor-General-Lifecycle-Policy.pdf>.

Payment Schedule:

\$79,604.43 (plus applicable taxes) is due no later than 09-01-2023 for prorated term of 10-1-2023/6-30-2024

\$110,761.30 (plus applicable taxes) is due no later than 06-01-2023 for annual term of 7-1-2024/6-30-2025

\$115,690.17 (plus applicable taxes) is due no later than 06-01-2024 for annual term of 7-1-2025/6-30-2026

\$120,838.39 (plus applicable taxes) is due no later than 06-01-2025 for annual term of 7-1-2026/6-30-2027

Invoice Address:

1 SERVICE ROAD

PROVIDENCE, RI 02905

Contact name: Anne Marie Higgins

Contact Title: IT Creative Administrative Assistant

Contact Email: ahiggins@narrabay.com

Contact Tel: 401-461-8848 x700

Account ID: 372519

THE PARTIES have executed this Addendum through the signatures of their respective authorized representatives.

Infor Public Sector, Inc.

DocuSigned by:
Signature *Edward Foley*

Name: Edward Foley

Title: Manager, Infor Subscription Services

NARRAGANSETT BAY COMMISSION

Signature *J.M. McCaughey*

Name: *JIM MCCAUGHEY*
Title: *DEPUTY DIRECTOR*

3/16/23

Date: 18 March 2023 | 08:22:31 EDT

Date: 3/16/23

Univerus – Software License and Services Agreement

UNIVERUS INC.

(Univerus)

AND

Narragansett Bay Commission 'THE CLIENT', SHOWN IN ITEM 2B OF THE SCHEDULE.

(Licensee)

This Agreement is dated pursuant to the date referred to in Item 1 of the Schedule.

BETWEEN: 10/01/2023

The party referred to in Item 2A of the Schedule ("Univerus")

AND: 9/30/2028

The party referred to in Item 2B of the Schedule ("Client")

BACKGROUND

(A) Univerus has developed certain software and software services as referred to in Item 6 of the Schedule, which it makes available to subscribers for the purposes of asset management.

(B) The Client wishes to use software owned and/or licensed by Univerus for its asset management operations.

(C) Univerus has agreed to grant the Client a license to use the software, subject to the terms and conditions set out below.

(D) Univerus also agrees to provide the Services to the client as outlined in Item 7 of the Schedule under the terms of this agreement.

1. INTERPRETATION & DEFINITIONS

1.1 Definitions The following definitions apply to this agreement.

Authorized Purpose: the management of assets in possession of the Client.

Business Day: a day other than a Saturday, Sunday or public holiday. **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 4.

Client Data: the data entered by the Client or Univerus on the Client's behalf for the purpose of implementing the System or facilitating the Client's use of the Services, which includes the Data Migration set out in Item 10 of the Schedule.

Documentation: the documents made available to the Client by Univerus from time to time containing a description of the Services and the user instructions for the Services.

Effective Date: the date set out in Item 3 of the Schedule, being the date that Data Migration commences.

Initial Subscription Term: the initial term of this agreement as set out in Item 12 of the Schedule. Should the agreement be terminated by the Licensee prior to end of initial subscription term, remaining balance of annual license, fees until end of the subscription term, will be paid in full, and in advance of effective termination date.

Initial Training and Installation: the onsite training for installing the database, website and all GIS interfaces and using the Software, which is provided at the beginning of the initial agreement term.

Installation Date: means the date agreed in writing between Univerus and the Client for Initial Training and Installation, Data Migration, and Software Customization (if applicable) and any other Services requested by the Client in accordance with this Agreement. Where the parties agree to complete each Service in stages, Installation Date means each of the dates of completion of the Services.

Normal Business Hours: 9.00 am to 5.00 pm local time, each Business Day.

Ongoing Training: any additional training other than the Initial Training and Installation requested by the Client.

Renewal Period: the period described in Item 13 of the Schedule. **Services:** The Subscription services provided by Univerus to the Client more particularly described in Item 7 of the Schedule.

Software: the asset management software provided by Univerus in accordance with this agreement, including, but not limited to: a. the database schema, including all components of the database design; b. the web pages; c. the GIS interfaces; d. online and printed training and help documentation, user manuals, promotion materials and related materials; and e. all other components comprising the software.

Subscription Term: has the meaning given in Clause 5.14 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Subscription: the subscription purchased by the Client which entitles Users to access and use the System and in accordance with this agreement.

System: means the Software and the Services and the Documentation, being all or some of these items as the case may be interpreted broadly.

Territory: means the territory comprising the local council area that belongs to or is managed by the Client.

Users: users duly appointed and authorized by the Client to use the System from time to time.

Virus: anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Interpretation The following rules of interpretation apply to this agreement.

(a) Clause, schedule and paragraph headings do not affect the interpretation of this agreement.

(b) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

(c) A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.

(d) Unless the context otherwise requires, words in the singular includes the plural and, in the plural, includes the singular.

(e) Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

(f) A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement and a reference to a statute or statutory provision includes all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

(g) A reference to writing or written includes faxes and e-mail.

(h) References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

(i) References to "dollar" and "\$" will be construed as references to US currency.

(j) All references to fees or other monies however described are quoted exclusive of goods and services tax and any other value added tax, government or statutory tax or levy, which will be added to Univerus' invoice(s) at the appropriate rate.

2. SOFTWARE LICENSE

2.1 License

(a) The Client has a license to use the System, for the Term of License as shown in Item 4 of the Schedule from the Effective Date as referred to in Item 3 of the Schedule, and thereafter for successive periods of 12 months each, subject to:

(i) payment of an Annual License Fee as referred to in Item 5 of the Schedule.

(ii) compliance with these terms and conditions; and

(iii) cancellation under clause 2.1(c).

(b) The license to the Client is non-exclusive, and Univerus reserves the right to license the System to other parties or otherwise deal with the System on such terms as it may elect in its discretion.

(c) Univerus and the Client may each cancel the license, and their further obligations under the terms and conditions herein, upon two (2) months' written notice to the other prior to the expiration of the license period in which the notice is given, with such non-renewal having effect from the expiration of that period.

2.2 Ownership

(a) The System supplied by Univerus to the Client at all times remains the property of Univerus.

(b) Upon the expiration of the license, the Client must immediately cease the use of System and any equipment and return same to Univerus.

(c) Univerus reserves the right to enter upon the premises of the Client to recover the items referred to in Clause 2.2(b), in the event of any breach of the terms and conditions herein.

2.3 License Fee

(a) The Client must pay to Univerus the initial Annual License Fee shown in Item 5, in full, before this Agreement is deemed to be accepted by the Client and the Commencement Date determined.

(b) Univerus reserves the right to charge interest on any late payment of the License Fee at a rate of 5% above the prime, reference or benchmark rate charged on a relevant date by Univerus' bank, as it decides, on overdrafts in excess of \$100,000.00 from the due date until the actual date of payment with such interest being payable upon demand.

(c) Univerus reserves the right to review the License Fee upon two (2) months' written notice in writing prior to the expiration of the period in which the review is undertaken, with such reviewed license fee being payable on the commencement of the next period and thereafter, until any further review.

2.4 Rights

(a) The Client does not, by reason of the license acquire any rights to the copyright or to any other intellectual property rights in the System and must not at any time assert or contest any right or claim to such intellectual property rights.

(b) In the event that the Client ascertains or develops any modifications, enhancements, or related developments to the Software then any intellectual property rights in such modifications, enhancements or developments immediately vests in Univerus upon its creation by automatic assignment.

(c) Univerus warrants that the Software has the general specifications and functions for application as expressly represented by Univerus, but Univerus is not responsible for any failure, interruption, or fault in the operation or application of the Software by the Client. In the event of any failure, interruption, or fault in the operation or application of the Software Univerus will use its best endeavors to rectify such failure, interruption or fault but will not be further liable to the Client.

(d) Univerus warrants that it has no notice or other knowledge of any infringement or conflicting claim to the copyright or other intellectual property rights in the Software, and except as above Univerus is not liable to the Client in the event of any infringement or conflicting claim.

2.5 Restrictions

(a) The license is strictly personal to the Client, and the Client must not assign or grant any further right of use of the System to any other parties, nor otherwise permit or allow any other parties to use or have the benefit of the System directly or indirectly, in any manner.

(b) The Client must at all times during the license retain the Software, Documentation and equipment in a safe and secure manner at the principal address of the Client or at such other address as may be known and approved by Univerus.

(c) The Client must not copy or otherwise reproduce any part of the System nor undertake any modifications or enhancements to the System without the express prior consent of Univerus on each occasion.

(d) The Client must ensure that all personnel, representatives, agents, and other persons under the control or authority of the Client using or otherwise having access to the System are at all times properly supervised for the purpose of complying with the terms and conditions herein, and the Client remains liable for any failure in compliance of these terms and conditions by such persons.

3. SOFTWARE SERVICES

3.1 Subscription

(a) Subject to the restrictions set out in this clause 2 and the other provisions of this agreement, Univerus hereby grants to the Client a right to use the System during the Subscription Term solely for the Authorized Purpose.

(b) The Client must not, unless required by law:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System in any form or media or by any means;

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the System.

(iii) access all or any part of the System in order to build a product or service which competes with the System or any part of Univerus' business.

(iv) Use the System to provide services to third parties; or

(v) subject to clause assign license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System available to any third party except the Users.

(c) The Client must use all reasonable endeavors to prevent any unauthorized access to, or use of, the System and in the event of any such unauthorized access or use, promptly notify Univerus.

(d) The rights provided under this agreement are granted to the Client only and are not considered to be granted to any subsidiary or holding company of the Client.

3.2 Data Migration

(a) The Services include the Data Migration of the data set out in Item 10 of the Schedule. The Client may request further data migration (other than that specified in the Schedule) from Univerus for a fee to be agreed in writing between the parties.

(b) Univerus must use reasonable efforts to ensure the accurate migration of any data but gives no warranties as to the completeness or accuracy of such migration. The Client is responsible for checking the accuracy and completeness of the migrated data and must promptly give sufficient details to Univerus of any inaccuracies or omissions in order to permit Univerus to correct them.

(c) The Client owns all right, title and interest in and to all the Client Data and has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

3.3 Training & Installation

(a) Univerus will provide the Initial Training and Installation for: (i) the number of days specified in Item 8a of the Schedule; (ii) the number of users specified in Item 8b of the Schedule; and (iii) the Initial Fee specified in Item 8c of the Schedule.

(b) Any additional training requested by the Client may be provided by Univerus at Univerus' standard rates then in force which, at the Effective Date, is the Additional Daily Rate specified in Item 8e of the Schedule. Univerus may amend the Ongoing Daily Rate from time to time on thirty (30) days written notice to the Client.

(c) The Client must pay all travel costs (including accommodation) reasonably incurred by Univerus while providing any training and installation services.

3.4 Consultancy

(a) Univerus will provide the Initial Consultation set out in Item 9a of the Schedule for the Upfront Fee set out in Item 9b of the Schedule.

(b) Any additional consultancy requested by the Client will be provided by Univerus at Univerus' standard rates then in force which, at the Effective Date, is the Ongoing Consultancy Daily Rate stipulated at Item 8d of the Schedule. Univerus may amend the Ongoing Consultancy Daily Rate from time to time on thirty (30) days written notice to the Client.

(c) The Client must pay all travel costs (including accommodation) reasonably incurred by Univerus while providing any consultancy Services.

3.5 Software Customization

(a) Where applicable, Univerus will provide the Software Customization set out in Item 11 of the Schedule in accordance with the specifications set out in the Schedule.

(b) The Client may, by giving written notice to Univerus at any time during the term of this agreement, request Software Customization.

(c) Within 7 days of receipt of such notice, Univerus must, at its standard rates then in force, prepare for the Client a written quote and timeframe for completing the Software Customization.

3.6 Third Party Providers

(a) The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and use products and services from, third parties via third-party websites and that it does so solely at its own risk.

(b) Univerus makes no representation or commitment and bears no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Univerus.

(c) Univerus recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Univerus does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

3.7 Univerus' Obligations

(a) Univerus must, during the Subscription Term, provide the System and make available the Documentation to the Client on and subject to the terms of this agreement.

(b) Univerus must use commercially reasonable endeavors to make the System available 24 hours a day, seven days a week, except for: (i) planned maintenance carried out during the maintenance window notified to the Client by Univerus from time to time; and (ii) unscheduled maintenance performed outside Normal Business Hours, provided that Univerus has used reasonable endeavors to give the Client notice in advance.

(c) Univerus must provide the System substantially in accordance with the Documentation and with reasonable skill and care.

(d) Clause 3.7(c) does not apply to the extent of any non-conformance which is caused by use of the System contrary to Univerus' instructions, or modification or alteration of the System by any party other than Univerus or Univerus' duly authorized contractors or agents. If the System does not conform with the foregoing, Univerus may, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of clause 3.7(a).

(e) Notwithstanding the foregoing, Univerus:

(i) does not warrant that the Client's use of the System will be uninterrupted or error free; or that the System, Documentation and/or the information obtained by the Client through the System will meet the Client's requirements; and

(ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the System may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.8 Client Obligations

(a) The Client must:

(i) provide Univerus with all necessary co-operation in relation to this agreement.

(ii) provide Univerus with all necessary access to information as required by Univerus, including but not limited to Client Data, security access information and configuration services.

(iii) comply with all applicable laws and regulations with respect to its activities under this agreement.

(iv) carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Univerus may adjust any agreed timetable or delivery schedule as reasonably necessary.

(v) ensure that the Users use the System and the Documentation in accordance with the terms and conditions of this agreement and is responsible for any User's breach of this agreement.

(vi) obtain and maintain all necessary licenses, consents, and permissions necessary for Univerus, its contractors and agents to perform their obligations under this agreement, including without limitation the System.

(vii) ensure that its network and systems comply with the relevant specifications provided by Univerus from time to time as mutually agreed.

3.9 Charges

(a) The Client must pay the, if applicable:

(i) Annual License Fee set out in Item 5 of the Schedule;

(ii) Data Migration Fee set out in Item 10 of the Schedule;

(iii) System Installation and Training Fee set out in Item 8 of the Schedule;

(iv) Consultancy Fees set out in Item 9 of the Schedule; and

(v) other fees for any services requested by the Client and provided by Univerus in accordance with this Agreement from time to time.

(b) The charges outlined in this clause are based on the following milestones:

(i) on the Commencement Date: 100% of the data migration fee

(ii) upon completion of implementation and initial training 100% of the license fees

(c) If Univerus has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Univerus:

(i) Univerus may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and Univerus is under no obligation to provide any or all the Services while the invoice(s) concerned remain unpaid; and

(ii) interest accrues daily on overdue amounts at a rate of 5% above the prime, reference or benchmark rate charged on a relevant date by Univerus' bank, as it decides, on overdrafts in excess of \$100,000.00 from the due date until the actual date of payment with such interest being payable upon demand.

3.10 Proprietary Rights

(a) The Client acknowledges and agrees that Univerus and/or its licensors own all intellectual property rights in the System and the Documentation. Except as expressly stated herein, this agreement does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the System or the Documentation.

(b) Univerus confirms that it has all the rights in relation to the System and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

4. Confidentiality

4.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. Confidential Information is not deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

4.2 Each party must hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.

4.3 Each party must take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

4.4 Neither party is responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

4.5 The Client acknowledges that details of the System, and the results of any performance tests of the System, constitute Univerus' Confidential Information.

4.6 Univerus acknowledges that the Client Data is the Confidential Information of the Client.

4.7 Clause 4 survives termination of this agreement, however arising.

4.8 No party is permitted to make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

5. Indemnity

5.1 The Client must defend, indemnify and hold harmless Univerus against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the System and/or Documentation.

6. Limitation of Liability

6.1 This clause 6 sets out the entire financial liability of Univerus (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

(a) arising under or in connection with this agreement; (b) in respect of any use made by the Client of the System and Documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

6.2 Except as expressly and specifically provided in this agreement:

(a) the Client assumes sole responsibility for results obtained from the use of the System and the Documentation by the Client, and for conclusions drawn from such use. Univerus bears no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Univerus by the Client in connection with the System, or any actions taken by Univerus at the Client's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c) the System and the Documentation are provided to the Client on an "as is" basis.

6.3 Subject to clause 6.2, Univerus is not liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement.

6.4 Univerus is not liable whatsoever for any loss howsoever caused or arising, directly or indirectly, in the use of the Software, System or Documentation by the Client including without limitation any consequential loss or damage or loss of profit. In the event that any such liability cannot be excluded in law or held to be invalid for any reason then the liability of the Univerus is be limited to the amount of the Annual License Fee paid for the prevailing twelve-month period.

7. Term & Termination

7.1 This agreement, unless otherwise terminated as provided in this clause, commences on the Commencement Date and continues for the Initial Subscription Term and, thereafter, this agreement is automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

(a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement terminates upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement; and

(c) the Initial Subscription Term together with any subsequent Renewal Periods constitute the Subscription Term.

7.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; or
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

7.3 On termination of this agreement for any reason:

- (a) all licenses granted under this agreement immediately terminate;
- (b) each party must return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) Univerus may destroy or otherwise dispose of any of the Client Data in its possession unless Univerus receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. Univerus must use reasonable commercial endeavors to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client must pay all reasonable expenses incurred by Univerus in returning or disposing of Client Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination are not affected or prejudiced.
- (e) Should the agreement be terminated by the Licensee prior to end of initial subscription term, remaining balance of annual license, fees until end of the subscription term, will be paid in full, and in advance of effective termination date.

8. Dispute Resolution

8.1 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute. During the seven (7) day period after a notice is given, the managing directors of the parties must meet and use their best efforts to resolve the dispute.

8.2 If the parties do not resolve the dispute, they must mediate the dispute in accordance with the mediation rules of the law society of the relevant jurisdiction.

8.3 The parties will agree upon the mediator to be appointed to act as a mediator in relation to the dispute.

8.4 The costs and expenses of the mediator and any common costs associated with the mediation will be paid in equal proportion by the parties, but otherwise the parties will bear their own costs in connection with the mediation.

8.5 Nothing in this clause prevents a party from seeking urgent interlocutory relief in relation to any matter arising under this agreement.

9. Notices

9.1 Specified address for service

(a) Until a party gives notice of a change, address for notices for that party is:

(i) Univerus: Suite 401 130 Brew Street, Port Moody BC V3H 0E3

(ii) Client: The address shown in Item 2B of the Schedule.

(b) If the street address, facsimile number or email address for a party changes the party must give notice of the change to each other party.

9.2 Means of giving notices

A notice, consent or other communication in connection with this Agreement must be in writing. A notice will be regarded as given, served and received by the addressee:

(a) if delivered personally, when delivered;

(b) if sent by post within US to an addressee in US, on the 5th day after posting;

(c) if sent by post to an address in another country, on the 10th day after posting; or

(d) if sent by facsimile, at the time transmission is completed unless the facsimile of the party giving the notice fails to issue a transmission report which shows that the relevant number of pages comprised in the notice has been sent, or the addressee notifies the party giving the notice immediately that the notice was not fully received in legible form.

(e) If sent by email, at the time the sender's email system shows that the email has been successfully sent and received by the recipient's email inbox.

10. General

10.1 Whole agreement

This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between the parties relating to these transactions.

10.2 No reliance on other matters

Each of the parties acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty or other assurance except those set out in this Agreement.

10.3 Legal costs

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement and all documents incidental to it.

10.4 Amendment

This Agreement may only be varied by the written agreement of the parties.

10.5 Assignment

None of the rights or obligations under this Agreement may be assigned or transferred without the written consent of the parties.

10.6 Counterparts

This Agreement may be executed in a number of counterparts and if so executed, the counterparts taken together constitute one agreement.

10.7 Facsimile & Electronic Communication

This Agreement may be entered into by and becomes binding on the parties named in the Agreement upon one party signing the Agreement that has been signed by the other (or a photocopy or a facsimile copy or by electronic means) and transmitting a copy of it to the other party or to the other party's solicitor.





10.8 Further assurance

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

10.9 Choice of law and choice of forum

This contract is governed by the law of the jurisdiction stated in item 14 of the Schedule (the 'governing law'). The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts and tribunals of the jurisdiction which is the governing law.

EXECUTED as an Agreement on 18th of April 2023.

<p>EXECUTED for and on behalf of UNIVERUS in the presence of:</p> <p> Signature</p> <p>..... of Witness</p> <p>Jordan Porter Name of Witness</p> <p> Signature of Authorized Person</p> <p>..... Todd Ohman Name of Authorized Person</p> <p>..... Executive Vice President, North America Position of Authorized Person</p>	<p>EXECUTED for and on behalf of (Licensee) in the presence of:</p> <p> Signature</p> <p>..... of Witness</p> <p>ANNE MARIE HUBBINS Name of Witness</p> <p> Signature of Authorized Person</p> <p>JIM MCCAUGHY Name of Authorized Person</p> <p>DEPUTY DIRECTOR Position of Authorized Person</p>
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Schedule "A" – Software License Fee and Implementation Services Fee

ITEM 1	COMMENCEMENT DATE:	10/01/2023
ITEM 2	PARTIES TO AGREEMENT:	A. UNIVERUS: Univerus Inc. Suite 401 130 Brew Street, Port Moody BC V3H 0E3 AND B. CLIENT: Narragansett Bay Commission 1 Service Rd, Providence, RI 02905, United States
ITEM 3	EFFECTIVE DATE:	10/01/2023
ITEM 4	TERM OF LICENSE 1: 2: 3:	5 years 3 years 1 year
ITEM 5	LICENSE SUBSCRIPTION: 1: 2: 3:	\$9,611.82 USD \$11,053.59 USD \$13,264.30 USD
ITEM 6	LICENSED SOFTWARE:	Univerus Field
ITEM 7	PROJECT IMPLEMENTATION SERVICES:	Training if required
ITEM 8	SYSTEM INSTALLATION & TRAINING:	N/A
ITEM 9	CONSULTANCY:	No
ITEM 10	SOFTWARE CUSTOMISATION:	No
ITEM 11	INITIAL SUBSCRIPTION TERM:	5 years 3 years or; 1 year
ITEM 12	RENEWAL PERIODS:	Upon expiry
ITEM 13	JURISDICTION:	North America
ITEM 14	ANNUAL PRICE INCREASE:	5%

All fees exclude Taxes

Schedule "B" – Software Maintenance and Support Services

Business-Day Technical Support

Univerus provides business-day technical support to all our customers through our Customer Success team as follows:

Availability: Monday through Friday from 8:00AM to 5:00PM excluding statutory holidays.

Contact Method: Telephone (landline and mobile), e-mail, or our Univerus support web portal. The relevant telephone numbers and e-mail addresses will be provided to the customer from time to time.

Response Time: Two (2) hours

Prioritization: Our team sets daily priorities and merge new requests for assistance with existing workload as appropriate. Our Manager of Customer Success resolves conflicts between competing requirements.

Emergency Technical Support

Univerus provides emergency technical support to all our customers for any Critical or Very Serious level problems through our Customer Success team as follows:

Availability: Monday through Friday, 5:00PM-8:00 AM; 24 hours per day on Saturdays, Sundays and statutory holidays.

Contact Method: Telephone (mobile) and e-mail. The relevant telephone numbers and e-mail addresses will be provided to the customer from time to time.

Response Time: Two (2) hours

Prioritization: Our team sets daily priorities and merge new requests for assistance with existing workload as appropriate. Our Manager of Customer Success resolves conflicts between competing requirements.

Levels of Urgency

There are four (4) levels of reporting urgency. These are defined to be:

1. **Critical** – The problem being experienced by Customer results in an interruption or incorrect/improper results that cannot be corrected. This means that the operation of Customer's business cannot proceed. These problems should be reported by telephone to ensure a timely response.
2. **Very Serious** – The problem being experienced by Customer seriously impedes the normal operation of Customer's business, but a workaround by the Customer or by Univerus exists. These problems may be reported by telephone for the quickest response but can also be reported by email or through the support web portal.
3. **Serious** - The problem being experienced by Customer results in a substantial amount of additional work by Customer. These problems should be reported by e-mail, support web portal, or telephone as warranted by the situation.

4. **Minor** – The problem being experienced by Customer is an inconvenience and results in a small amount of additional work by Customer. These problems should be reported by e-mail or support web portal.



SCHEDULE : 666312-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

COMPANY: Narragansett Bay Commission	CONTACT: Christine Cooper +1.401.4618848 Christine.Cooper@narrabay.com	TERM START: 01-Jul-23	PPT REP: Ryan Malik 440.683.9480 rmalik@parkplacetech.com
ADDRESS: 1 Service Rd Providence, RI 02905-5505 United States	BILL TO: Narragansett Bay Commission Accounts Payables, 1 Service Rd Providence, RI 02905-5505 United States	TERMS END: 30-Jun-24	CURRENCY: USD
		COVERAGE START: 01-Jul-23	SCHEDULE TYPE: Maintenance
		BILL FREQUENCY: Full Term Prepaid	AGREEMENT #: D80938M-002
		PAYMENT TERMS: Net 30	

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.1	HP	ProLiant DL380 G6 CTO SFF Chassis - ParkView Support ParkView Supported Misc: B2D06CF2-7AF3-4083-8D06-AA9A0C329A75	USE943NG4J	5x9x4	1	01-Jul-23	30-Jun-24	Renewal	302.52
1.2	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: B2D06CF2-7AF3-4083-8D06-AA9A0C329A75		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.3	HP	ProLiant DL380p G8 CTO 8SFF Chassis - ParkView Support ParkView Supported Misc: 142BFCA5-45F0-4E7C-836E-28D3DFEFD256	USE246M9PD	5x9x4	1	01-Jul-23	30-Jun-24	Renewal	302.52
1.4	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: 142BFCA5-45F0-4E7C-836E-28D3DFEFD256		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.5	HP	ProLiant DL360p G8 E5-2609 1P Server - ParkView Support ParkView Supported Host: 670632-S01 Misc: 89814E3C-EAB4-4294-A588-757C73427631	MXQ24001YJ	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	241.56
1.6	PPT	• ParkView Hardware Monitoring ~ x86 Server Host: 670632-S01 Misc: 89814E3C-EAB4-4294-A588-757C73427631		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.7	HP	ProLiant DL360p G8 E5-2609 1P Server - ParkView Support ParkView Supported Host: 670632-S01 Misc: BD6FD3F1-D452-4228-B879-09E764BEA655	MXQ24001Z0	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	241.56



SCHEDULE : 666312-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.8	PPT	• ParkView Hardware Monitoring ~ x86 Server Host: 670632-S01 Misc: BD6FD3F1-D452-4228-B879-09E764BEA655		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.9	HP	ProLiant DL360 G9 CTO 8SFF Chassis - ParkView Support ParkView Supported Misc: 372356F5-7D5E-4E79-B85D-6C4D0826C080	MXQ5480193	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	265.92
1.10	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: 372356F5-7D5E-4E79-B85D-6C4D0826C080		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.11	HP	ProLiant DL360 G9 CTO 8SFF Chassis - ParkView Support ParkView Supported Misc: 5A4FC1F5-E704-4FB8-B235-BA743101E883	MXQ5480191	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	265.92
1.12	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: 5A4FC1F5-E704-4FB8-B235-BA743101E883		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.13	HP	ProLiant DL360 G9 CTO 8SFF Chassis - ParkView Support ParkView Supported Misc: 7E63F9DF-D327-4B58-B04F-F7961953C279	MXQ54801CG	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	265.92
1.14	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: 7E63F9DF-D327-4B58-B04F-F7961953C279		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.15	HP	ProLiant DL360 G9 CTO 8SFF Chassis - ParkView Support ParkView Supported Misc: 07601BF4-E3A3-4251-AB27-C8A8EDDDF66F	MXQ54801CJ	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	265.92
1.16	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: 07601BF4-E3A3-4251-AB27-C8A8EDDDF66F		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.17	HP	ProLiant DL360 G9 CTO 8SFF Chassis - ParkView Support ParkView Supported Misc: B8551BAD-8402-4612-9437-4DD78F312AB3	MXQ54801CH	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	265.92
1.18	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: B8551BAD-8402-4612-9437-4DD78F312AB3		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included



SCHEDULE : 666312-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.19	HP	ProLiant DL360 G9 CTO 8SFF Chassis - ParkView Support ParkView Supported Misc: 578FE376-510F-4188-AF9F-CFC2A64BE6FC	MXQ5480192	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	265.92
1.20	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: 578FE376-510F-4188-AF9F-CFC2A64BE6FC		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.21	HP	ProLiant DL320e G8 Server - ParkView Support ParkView Supported Misc: B57D2535-62FB-4A4B-8BDB-CCC4CC15FE4B	MX250400HJ	5x9x4	1	01-Jul-23	30-Jun-24	Renewal	248.52
1.22	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: B57D2535-62FB-4A4B-8BDB-CCC4CC15FE4B		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.23	HP	3PAR InServ F400 Configuration Base ParkView Supported Misc: 25B1AB0B-CE34-469B-A6AA-975B21A0BCFD	1314617	7x24x4	1	01-Jul-23	30-Jun-24	Renewal	11,883.84
1.24	PPT	• ParkView Hardware Monitoring ~ Storage Misc: 25B1AB0B-CE34-469B-A6AA-975B21A0BCFD		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.25	PPT	• ParkView Technical Advice and Guidance - Mid-Range Misc: 1314617		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
1.26	PPT	• ParkView Storage Management - Base Misc: 1314617		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
2.1	HP	BladeSystem c7000 Enclosure - ParkView Support ParkView Supported	USE1117VMT	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	373.68
2.2	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.3	HP	ProLiant DL360 G7 CTO Chassis - ParkView Support ParkView Supported	USE146KTCH	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	320.64
2.4	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
2.5	HP	ProLiant BL460c G7 CTO Blade Chassis - ParkView Support ParkView Supported	USE1117VN1	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	257.76
2.6	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.7	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BQ	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.8	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.9	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BZ	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.10	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.11	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BH	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.12	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.13	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BY	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.14	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.15	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BL	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.16	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.17	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BT	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.18	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.19	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BM	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
2.20	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.21	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BN	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.22	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.23	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BJ	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.24	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.25	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BX	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.26	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.27	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BR	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.28	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.29	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BW	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.30	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.31	HP	ProLiant BL460c G9 CTO 10/20Gb FLB Blade Chassis - ParkView Support ParkView Supported	2M263603BV	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	365.04
2.32	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.33	HP	ProLiant DL360 G10 5118 2P 8SFF Server - ParkView Support ParkView Supported	MXQ85005ST	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	470.40
2.34	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included



SCHEDULE : 666312-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
2.35	HP	ProLiant DL360 G10 5118 2P 8SFF Server - ParkView Support ParkView Supported	MXQ85005SS	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	470.40
2.36	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.37	HP	ProLiant DL360 G10 5118 2P 8SFF Server - ParkView Support ParkView Supported	MXQ85005SQ	5x9xNBD	1	01-Jul-23	30-Jun-24	Renewal	470.40
2.38	PPT	• ParkView Hardware Monitoring ~ x86 Server		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included

ASSET LOCATION #2: 102 Campbell Ave, Rumford, RI 02916-3207, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
3.1	HP	ProLiant DL320e G8 CTO LFF Chassis - ParkView Support ParkView Supported Misc: AF341F9E-57B8-4BA3-95AD-B09387160DC2	USE337E70E	5x9x4	1	01-Jul-23	30-Jun-24	Renewal	237.84
3.2	PPT	• ParkView Hardware Monitoring ~ x86 Server Misc: AF341F9E-57B8-4BA3-95AD-B09387160DC2		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included

GRAND TOTAL: 22,162.68

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.



SCHEDULE : 666312-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

Service Description:

Park Place Technologies (PPT) shall provide support services, and service coordination for the maintenance, repair, and/or up to the replacement of equipment, if applicable, for the equipment listed on Schedule #666312-0

Park Place will identify the details relating to the Services in the Schedule for maintenance services, which can be found below. The Schedule will also identify locations at which the Services will be provided and the equipment serial number(s) that will receive maintenance service.

Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

What You Can Expect:

PPT will provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain the equipment listed on the attached schedule or as changed by the Customer for the Term of this SOW. PPT shall include replacement parts as necessary to conform with the warranty provisions outlined below. Maintenance parts may be new or refurbished to perform as new. Failed parts containing proprietary data shall remain the Customer's property; all other failed parts shall become Park Place property upon exchange.

In addition to the contracted level of support as listed below and in the Schedule, PPT offers all our customers access to the PPT Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- General phone support for the covered hardware
- General phone support for the covered operating system
- Opening of a support incident
- Call status reports

Levels of Support

1) Coverage Window (Days)

Days of service coverage in a week in which the PPT services are delivered, five days (Monday - Friday), or seven days (Sunday - Saturday). As noted by

first numeral in the SLA abbreviation, ex. 7 x 24 x 4, seven days

2) Coverage Window (Hours)

Hours of service coverage during the day that PPT services are delivered, 9, 12, or 24 hours. As noted by second set of numeral(s) in the SLA abbreviation, ex. 7 x 24 x 4, 24 hours.

3) Response Time

The period of time that begins when the initial call for service has been received and acknowledged by the PPT Contact Center. Service tickets are time stamped for such a determination. PPT will use commercially reasonable efforts to respond. The Customer may choose a Response Time outside of (slower than) the contracted Response Time based on its own business needs. Response time is noted by third set of Alpha/numeric(s) characters in the SLA abbreviation, ex. 7 x 24 x 4, 4 hours.

4) ParkView Hardware Monitoring

In the event of a predictive failure, the response time will be within a commercially reasonable effort to respond and notify the customer of the impending hardware issue. PPT will schedule a time to resolve the failure (still in a predictive state) at a mutually agreed upon day and time between the customer and PPT. In the event of an actual failure, PPT will respond within the contracted Response Time as outlined in the above section 3, Response Time.

Please note the Support Level for the contract incident will commence when PPT's personnel has completed triage and determined the fault is with the contracted equipment and not due to any external issue, i.e. Software.

Transition to Support:

An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks, and formulate an appropriate plan. This Audit shall be upon mutual agreement between PPT and the Customer.

Work will be performed during the service level hours specified in the Schedule. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.



SCHEDULE : 666312-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

Ramp Up Period:

Work under this SOW may require a ramp-up period at the initial stage of coverage for PPT to appropriately spare up at the local stocking facility. Such ramp-up period will be 30 days for equipment that is located in the US, Canada, or UK; or 45 days for equipment located in all other international locations. The ramp up period for certain international locations may be extended beyond 45 days due to governmental regulations or procedures that are beyond the control of PPT. All calls for service made during the Ramp Up Period will be on a reasonable effort only. The Ramp Up Period will also be impacted by the receipt of final configurations if not provided during the quoting process.

In the event that a break-fix incident requires firmware support services, PPT will provide reactive firmware support to bring an asset back to its pre-failure state. If an OEM firmware purchase, deployment, or installation is not part of a reactive break-fix event, it is not included under the scope of services. PPT will replace physical components and assets with hardware that contains matching- or latest-compatible firmware revisions to ensure full operability within the customer's environment.

PPT will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum and/or Purchase Order for additional services will be required before the scope of this SOW is expanded.

Please refer to your Schedule (attached) for your scheduled support.

US Phone: + 1 800-343-4654

EMEA & UK Customers: +44 (0) 8082 346735

Canadian Customers: +1 800-343-4654

APAC Customers: +1 800-343-4654

Latin America Customers: +1 800-343-4654

Customer Portal: <https://centralpark.parkplacetechnologies.com/login>

Customer Responsibilities:

• The Customer is responsible for the security, backup, and reinstallation of their data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

- Provide PPT with the serial numbers for all equipment covered under this SOW, as amended from time to time. Lack of serial numbers may impact PPT's ability to timely respond to a request for service.
- Provide PPT with the necessary workspace and access to the equipment listed on the schedule.
- Identify and maintain a technical contact to whom PPT may direct general technical information.
- Client is responsible to inform PPT of all solid state (SSD) and/or self-encrypting (SED) drives utilized in the configuration prior to quoting new, additions, or renewal maintenance agreements. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting. For any SSD and/or SED drive that fail because of end of use life, PPT reserves the right to charge for the materials expense related to the replacement.

Escalation Procedure:

PPT recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, PPT will work with you to develop and implement solutions to any problems encountered during the contract term. If PPT encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, PPT field personnel will immediately escalate the issue to the PPT Operations Manager by the most expedient means and processes available.

Change Management:

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location, or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, PPT will invoice Customer as mutually agreed.

This Statement of Work is based upon acceptance within 30 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised SOW will be provided to you.

Additional Services

“Technical Advice and Guidance”

Service Details

Park Place Technologies Technical Advice and Guidance (TAG) Support is an **additional** coverage that must be listed in the attached equipment schedule. TAG is designed for customers with their own robust system and storage administration team. TAG provides a collaborative approach to review and assist in resolution of hardware break/fix issues surrounding hardware, software, firmware, and network connectivity and compatibility issues. Additionally, it offers support for remote administration assistance, storage performance, and support for licensed features. The customer is responsible for all on-site or remote system and storage administration and will provide remote access to the Park Place Technologies team upon request

Additional Support Requirements

Park Place Technologies Technical Advice & Guidance is remote-assisted support and should never be considered a replacement for an onsite system administrator. Customers are required to provide a system or storage administrator as the primary point of contact. It is the client's responsibility to obtain/maintain software patches and firmware in accordance with the OEM End-User License Agreement (EULA) or Master Software Agreement (MSA). Park Place may recommend software and firmware patches or updates but cannot legally distribute said patches or updates as they are the Intellectual Property (IP) of the respective original equipment manufacturer.

“Storage Management Base (STORM Base)”

Service Description

Park PlaceView Storage Management is an **additional** coverage that must be listed in the attached equipment schedule. ParkView Storage Management™ brings our 30-year Storage expertise and in-house tools to support and optimize your block and file storage systems. Our managed service, delivered by the ParkView Enterprise Operations Center (EOC), streamlines IT Storage operations by simplifying your storage environments' management to provide you with 24x7 monitoring of health and performance, incident management,

provisioning, patching, and optimization. Park Place Technologies (PPT) shall provide managed services for the monitoring of the equipment listed on the attached Equipment Schedule. Park Place will identify the details relating to the Services in the Schedule for managed services, which can be found below. The Schedule will also identify locations at which the equipment resides and the equipment serial number(s) that will receive managed service. Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

Levels of Support

Base

- Enterprise monitoring backed by the 7x24 EOC
- Actionable Alert / Event Notification
- Common cause identification
- Resource References with remedial action steps
- Defined Escalation Procedure

“Netsure+” Hardware Maintenance: Network Equipment (NS+)

Netsure+ consignment inventory management hardware maintenance, is Park Place Technologies service designed specifically for equipment deemed eligible for this service model. Response time begins once a problem diagnosis has been validated by Park Place's Technical Support. Hardware Replacement means a fault has been deemed to be a Hardware failure.

- Customer shall procure the necessary NetSure+ Spares for its sparing inventory and ship the spares to Park Place. Park Place shall cover the cost of shipping. Park Place shall inspect all such spares upon receipt, enter all pertinent details into its tracking system and store such spares in appropriate stocking locations until the spares are dispatched. Park Place shall have no liability for any failure to provide the Services or meet any Service Levels to the extent arising out of Customer's failure to procure an adequate inventory of NetSure+ Spares.
- Customer shall be responsible for procuring the spares/replacement equipment (“NetSure+ Spares”) to be dispatched by Park Place when equipment covered under NetSure+ malfunctions.



SCHEDULE : 666312-0



Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

- Customer is responsible for replenishing its inventory of NetSure+ Spares throughout the Term of Coverage.
- Upon expiration or termination of the Agreement, and provided that all undisputed Fees have been paid in full, PPT shall return all unused NetSure+ Spares to Customer.

License Transfer - The Customer is responsible to transfer appropriate licenses to the newly replaced hardware. PPT will provide guidance and support provided by PPT through this process.

This SOW is made pursuant to the parties existing agreement in effect; if non-in effect, the SOW is pursuant to PPT GENERAL TERMS AND CONDITIONS. <http://www.parkplacetechnologies.com/customer-service/terms-and-conditions>

Agreed:

Narragansett Bay Commission

By: _____ Authorized Signature

Please return one signed copy of this Statement of Work to:

Park Place Technologies LLC
5910 Landerbrook Drive, Suite 300
Mayfield Heights, OH 44124
United States



SCHEDULE : 666314-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

COMPANY: Narragansett Bay Commission	CONTACT: Christine Cooper +1.401.4618848 Christine.Cooper@narrabay.com	TERM START: 01-Jul-23	PPT REP: Ryan Malik 440.683.9480 rmalik@parkplacetech.com
ADDRESS: 1 Service Rd Providence, RI 02905-5505 United States	BILL TO: Narragansett Bay Commission Accounts Payables, 1 Service Rd Providence, RI 02905-5505 United States	TERMS END: 30-Jun-24	CURRENCY: USD
		COVERAGE START: 01-Jul-23	SCHEDULE TYPE: Maintenance
		BILL FREQUENCY: Full Term Prepaid	AGREEMENT #: D80301M-002
		PAYMENT TERMS: Net 30	

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.1	HP	3PAR StoreServ 7200 2-Node Storage Base ParkView Supported Misc: 56570CA0-A4A1-4E99-830B-890BA7D01636	MXN4430068	7x24x4	1	01-Jul-23	30-Jun-24	Renewal	8,743.80
1.2	PPT	• ParkView Hardware Monitoring ~ Storage Misc: 56570CA0-A4A1-4E99-830B-890BA7D01636		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.3	PPT	• ParkView Technical Advice and Guidance - Mid-Range Misc: MXN4430068		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
1.4	PPT	• ParkView Storage Management - Base Misc: MXN4430068		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
1.5	HP	3PAR StoreServ 7200 2-Node Storage Base ParkView Supported Misc: 495575D6-EE73-47C1-990F-22934C67C923	MXN5470059	7x24x4	1	01-Jul-23	30-Jun-24	Renewal	7,939.32
1.6	PPT	• ParkView Hardware Monitoring ~ Storage Misc: 495575D6-EE73-47C1-990F-22934C67C923		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
1.7	PPT	• ParkView Technical Advice and Guidance - Mid-Range Misc: MXN5470059		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
1.8	PPT	• ParkView Storage Management - Base Misc: MXN5470059		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
1.9	HP	3PAR StoreServ 7200 2-Node Storage Base ParkView Supported Misc: D7F6FFA5-398D-4F50-82F6-27E8155F5A8B	MXN5470058	7x24x4	1	01-Jul-23	30-Jun-24	Renewal	7,197.60
1.10	PPT	• ParkView Hardware Monitoring ~ Storage Misc: D7F6FFA5-398D-4F50-82F6-27E8155F5A8B		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included



SCHEDULE : 666314-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.11	PPT	• ParkView Technical Advice and Guidance - Mid-Range Misc: MXN5470058		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
1.12	PPT	• ParkView Storage Management - Base Misc: MXN5470058		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
2.1	HP	3PAR StoreServ 8200 2-Node Storage Base ParkView Supported	2M273502D6	7x24x4	1	01-Jul-23	30-Jun-24	Renewal	6,102.36
2.2	HP	• 3PAR 8000 24LFF SAS Disk Enclosure		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.3	HP	• 3.84TB SSD SAS 12Gb/s cMLC 2.5in Disk 3PAR		7x24x4	6	01-Jul-23	30-Jun-24	Renewal	Included
2.4	HP	• 6.0TB 7.2K SAS NL 12Gb/s 128MB 3.5in HDD		7x24x4	24	01-Jul-23	30-Jun-24	Renewal	Included
2.5	PPT	• ParkView Hardware Monitoring ~ Storage		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.6	PPT	• ParkView Technical Advice and Guidance - Mid-Range Misc: 2M273502D6		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
2.7	PPT	• ParkView Storage Management - Base Misc: 2M273502D6		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included
2.8	HP	3PAR StoreServ 8200 2-Node Storage Base ParkView Supported	2M273502DB	7x24x4	1	01-Jul-23	30-Jun-24	Renewal	6,102.36
2.9	HP	• 3PAR 8000 24LFF SAS Disk Enclosure		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.10	HP	• 3.84TB SSD SAS 12Gb/s cMLC 2.5in Disk 3PAR		7x24x4	6	01-Jul-23	30-Jun-24	Renewal	Included
2.11	HP	• 6.0TB 7.2K SAS NL 12Gb/s 128MB 3.5in HDD		7x24x4	24	01-Jul-23	30-Jun-24	Renewal	Included
2.12	PPT	• ParkView Hardware Monitoring ~ Storage		7x24x4	1	01-Jul-23	30-Jun-24	Renewal	Included
2.13	PPT	• ParkView Technical Advice and Guidance - Mid-Range Misc: 2M273502DB		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included



SCHEDULE : 666314-0



Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

ASSET LOCATION #1: 1 Service Rd, Providence, RI 02905-5505, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
2.14	PPT	• ParkView Storage Management - Base Misc: 2M273502DB		7x24x4	1	01-Jul-23	30-Jun-24	Add	Included

GRAND TOTAL: 36,085.44

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.



SCHEDULE : 666314-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

Service Description:

Park Place Technologies (PPT) shall provide support services, and service coordination for the maintenance, repair, and/or up to the replacement of equipment, if applicable, for the equipment listed on Schedule #666314-0

Park Place will identify the details relating to the Services in the Schedule for maintenance services, which can be found below. The Schedule will also identify locations at which the Services will be provided and the equipment serial number(s) that will receive maintenance service.

Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

What You Can Expect:

PPT will provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain the equipment listed on the attached schedule or as changed by the Customer for the Term of this SOW. PPT shall include replacement parts as necessary to conform with the warranty provisions outlined below. Maintenance parts may be new or refurbished to perform as new. Failed parts containing proprietary data shall remain the Customer's property; all other failed parts shall become Park Place property upon exchange.

In addition to the contracted level of support as listed below and in the Schedule, PPT offers all our customers access to the PPT Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- General phone support for the covered hardware
- General phone support for the covered operating system
- Opening of a support incident
- Call status reports

Levels of Support

1) Coverage Window (Days)

Days of service coverage in a week in which the PPT services are delivered, five days (Monday - Friday), or seven days (Sunday - Saturday). As noted by

first numeral in the SLA abbreviation, ex. 7 x 24 x 4, seven days

2) Coverage Window (Hours)

Hours of service coverage during the day that PPT services are delivered, 9, 12, or 24 hours. As noted by second set of numeral(s) in the SLA abbreviation, ex. 7 x 24 x 4, 24 hours.

3) Response Time

The period of time that begins when the initial call for service has been received and acknowledged by the PPT Contact Center. Service tickets are time stamped for such a determination. PPT will use commercially reasonable efforts to respond. The Customer may choose a Response Time outside of (slower than) the contracted Response Time based on its own business needs. Response time is noted by third set of Alpha/numeric(s) characters in the SLA abbreviation, ex. 7 x 24 x 4, 4 hours.

4) ParkView Hardware Monitoring

In the event of a predictive failure, the response time will be within a commercially reasonable effort to respond and notify the customer of the impending hardware issue. PPT will schedule a time to resolve the failure (still in a predictive state) at a mutually agreed upon day and time between the customer and PPT. In the event of an actual failure, PPT will respond within the contracted Response Time as outlined in the above section 3, Response Time.

Please note the Support Level for the contract incident will commence when PPT's personnel has completed triage and determined the fault is with the contracted equipment and not due to any external issue, i.e. Software.

Transition to Support:

An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks, and formulate an appropriate plan. This Audit shall be upon mutual agreement between PPT and the Customer.

Work will be performed during the service level hours specified in the Schedule. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.



SCHEDULE : 666314-0

Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

Ramp Up Period:

Work under this SOW may require a ramp-up period at the initial stage of coverage for PPT to appropriately spare up at the local stocking facility. Such ramp-up period will be 30 days for equipment that is located in the US, Canada, or UK; or 45 days for equipment located in all other international locations. The ramp up period for certain international locations may be extended beyond 45 days due to governmental regulations or procedures that are beyond the control of PPT. All calls for service made during the Ramp Up Period will be on a reasonable effort only. The Ramp Up Period will also be impacted by the receipt of final configurations if not provided during the quoting process.

In the event that a break-fix incident requires firmware support services, PPT will provide reactive firmware support to bring an asset back to its pre-failure state. If an OEM firmware purchase, deployment, or installation is not part of a reactive break-fix event, it is not included under the scope of services. PPT will replace physical components and assets with hardware that contains matching- or latest-compatible firmware revisions to ensure full operability within the customer's environment.

PPT will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum and/or Purchase Order for additional services will be required before the scope of this SOW is expanded.

Please refer to your Schedule (attached) for your scheduled support.

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Customer Responsibilities:

• The Customer is responsible for the security, backup, and reinstallation of their data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

- Provide PPT with the serial numbers for all equipment covered under this SOW, as amended from time to time. Lack of serial numbers may impact PPT's ability to timely respond to a request for service.
- Provide PPT with the necessary workspace and access to the equipment listed on the schedule.
- Identify and maintain a technical contact to whom PPT may direct general technical information.
- Client is responsible to inform PPT of all solid state (SSD) and/or self-encrypting (SED) drives utilized in the configuration prior to quoting new, additions, or renewal maintenance agreements. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting. For any SSD and/or SED drive that fail because of end of use life, PPT reserves the right to charge for the materials expense related to the replacement.

Escalation Procedure:

PPT recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, PPT will work with you to develop and implement solutions to any problems encountered during the contract term. If PPT encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, PPT field personnel will immediately escalate the issue to the PPT Operations Manager by the most expedient means and processes available.

Change Management:

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location, or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, PPT will invoice Customer as mutually agreed.

This Statement of Work is based upon acceptance within 30 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised SOW will be provided to you.

Additional Services

“Technical Advice and Guidance”

Service Details

Park Place Technologies Technical Advice and Guidance (TAG) Support is an **additional** coverage that must be listed in the attached equipment schedule. TAG is designed for customers with their own robust system and storage administration team. TAG provides a collaborative approach to review and assist in resolution of hardware break/fix issues surrounding hardware, software, firmware, and network connectivity and compatibility issues. Additionally, it offers support for remote administration assistance, storage performance, and support for licensed features. The customer is responsible for all on-site or remote system and storage administration and will provide remote access to the Park Place Technologies team upon request

Additional Support Requirements

Park Place Technologies Technical Advice & Guidance is remote-assisted support and should never be considered a replacement for an onsite system administrator. Customers are required to provide a system or storage administrator as the primary point of contact. It is the client's responsibility to obtain/maintain software patches and firmware in accordance with the OEM End-User License Agreement (EULA) or Master Software Agreement (MSA). Park Place may recommend software and firmware patches or updates but cannot legally distribute said patches or updates as they are the Intellectual Property (IP) of the respective original equipment manufacturer.

“Storage Management Base (STORM Base)”

Service Description

Park PlaceView Storage Management is an **additional** coverage that must be listed in the attached equipment schedule. ParkView Storage Management™ brings our 30-year Storage expertise and in-house tools to support and optimize your block and file storage systems. Our managed service, delivered by the ParkView Enterprise Operations Center (EOC), streamlines IT Storage operations by simplifying your storage environments' management to provide you with 24x7 monitoring of health and performance, incident management,

provisioning, patching, and optimization. Park Place Technologies (PPT) shall provide managed services for the monitoring of the equipment listed on the attached Equipment Schedule. Park Place will identify the details relating to the Services in the Schedule for managed services, which can be found below. The Schedule will also identify locations at which the equipment resides and the equipment serial number(s) that will receive managed service. Fees will be invoiced according to the frequency listed on the Schedule. Fees that are invoiced more frequently than annually, will reflect changes that occurred during that period, and may not occur in equal amounts.

Levels of Support

Base

- Enterprise monitoring backed by the 7x24 EOC
- Actionable Alert / Event Notification
- Common cause identification
- Resource References with remedial action steps
- Defined Escalation Procedure

“Netsure+” Hardware Maintenance: Network Equipment (NS+)

Netsure+ consignment inventory management hardware maintenance, is Park Place Technologies service designed specifically for equipment deemed eligible for this service model. Response time begins once a problem diagnosis has been validated by Park Place's Technical Support. Hardware Replacement means a fault has been deemed to be a Hardware failure.

- Customer shall procure the necessary NetSure+ Spares for its sparing inventory and ship the spares to Park Place. Park Place shall cover the cost of shipping. Park Place shall inspect all such spares upon receipt, enter all pertinent details into its tracking system and store such spares in appropriate stocking locations until the spares are dispatched. Park Place shall have no liability for any failure to provide the Services or meet any Service Levels to the extent arising out of Customer's failure to procure an adequate inventory of NetSure+ Spares.
- Customer shall be responsible for procuring the spares/replacement equipment (“NetSure+ Spares”) to be dispatched by Park Place when equipment covered under NetSure+ malfunctions.



SCHEDULE : 666314-0



Schedule For: Narragansett Bay Commission

Div. 7-7 b. Attachment

Pricing valid for 90 days from this date: 20-Mar-23

- Customer is responsible for replenishing its inventory of NetSure+ Spares throughout the Term of Coverage.
- Upon expiration or termination of the Agreement, and provided that all undisputed Fees have been paid in full, PPT shall return all unused NetSure+ Spares to Customer.

License Transfer - The Customer is responsible to transfer appropriate licenses to the newly replaced hardware. PPT will provide guidance and support provided by PPT through this process.

This SOW is made pursuant to the parties existing agreement in effect; if non-in effect, the SOW is pursuant to PPT GENERAL TERMS AND CONDITIONS. <http://www.parkplacetechnologies.com/customer-service/terms-and-conditions>

Agreed:

Narragansett Bay Commission

By: _____ Authorized Signature

Please return one signed copy of this Statement of Work to:

Park Place Technologies LLC
5910 Landerbrook Drive, Suite 300
Mayfield Heights, OH 44124
United States

Narragansett Bay Commission

One Service Road
 Providence, RI, 02905
 401-461-8848
 Fax: 401-461-6540



SHOW PURCHASE ORDER NUMBER
 AND VENDOR NUMBER ON ALL
 INVOICES, PACKING SLIPS, AND
 CORRESPONDENCE

PURCHASE ORDER NUMBER: 374374
ORDER DATE:
TERMS:

Jun 20, 2022
 NET 30

VENDOR:	DELIVER TO:	INVOICE TO:
SIEMENS INDUSTRY INC 100 TECHNOLOGY DR ALPHARETTA, GA 30005	NARRAGANSETT BAY COMMISSION CORPORATE OFFICE BUILDING ONE SERVICE ROAD PROVIDENCE, RI 02905	NARRAGANSETT BAY COMMISSION ATTN: ACCOUNTS PAYABLES ONE SERVICE ROAD PROVIDENCE, RI 02905

VENDOR NUMBER: 3501

Line Num	Description	Order Quantity	Unit	Purchase Price	Line Value	Total Value
1	July 1, 2022 - June 30, 2023 Services Purchases and Parts under Agreement - Year 1	25000	DOLLARS	1.00	25000.00	\$25,000.00
2	July 1, 2023 - June 30, 2024 Services Purchases and Parts under Agreement - Year 2	25000	DOLLARS	1.00	25000.00	\$25,000.00
3	July 1, 2024 - June 30, 2025 Services Purchases and Parts under Agreement - Year 3	25000	DOLLARS	1.00	25000.00	\$25,000.00
4	MC23-44-07 - Sole Source - SIEPRO Technical Service Agreement - July 1, 2022 - June 30, 2023 per Quote # CS-ID-Q22129162 R4 - Year 1	19245	DOLLARS	1.00	19245.00	\$19,245.00
5	SIEPRO Technical Service Agreement July 1, 2023 - June 30, 2024 - Year 2	19775	DOLLARS	1.00	19775.00	\$19,775.00

AUTHORIZED SIGNATURE

INSTRUCTIONS TO VENDOR:

EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE. VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION POLICIES AND REGULATIONS FOUND AT WWW.NARRABAY.COM.

Narragansett Bay Commission

One Service Road
Providence, RI, 02905
401-461-8848
Fax: 401-461-6540



SHOW PURCHASE ORDER NUMBER
AND VENDOR NUMBER ON ALL
INVOICES, PACKING SLIPS, AND
CORRESPONDENCE

6	SIEPRO Technical Service Agreement July 1, 2024 - June 30, 2025 - Year 3	20238	DOLLARS	1.00	20238.00	\$20,238.00
---	--	-------	---------	------	----------	-------------

Total Order Value	\$134,258.00
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AUTHORIZED SIGNATURE

INSTRUCTIONS TO VENDOR:

EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE. VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION POLICIES AND REGULATIONS FOUND AT WWW.NARRABAY.COM.

Panzitta, Lucille

From: Cioffi, Pam
Sent: Friday, June 17, 2022 7:51 AM
To: Petteruti, Emilia
Cc: Pezzullo, Jae; Panzitta, Lucille
Subject: Req Backup
Attachments: Q22129162 R4 Narragansett Bay Commission 3yr TSA Renewal.pdf

Req#172935 – Sole Source

Sincerely,

Pamela Cioffi
NARRAGANSETT BAY COMMISSION
One Service Road
Providence, RI 02905
Direct Line: (401) 443-4955



6/6/2022

Art Sheridan
NARRAGANSETT BAY COMMISSION

1 SERVICE RD
PROVIDENCE, Rhode Island 02905-5505
Email: asheridan@narrabay.com
Phone: 401-572-3047

Subject: SIEPRO® Technical Service Agreement
Siemens Quotation Number: CS-ID-Q22129162 R4
Proposal Valid Until: 07/25/2022

Dear Art Sheridan,

Siemens Industry, Inc. is pleased to present the attached Technical Service Agreement (TSA) proposal. TSA's are designed to enable your organization to gain maximum benefit from our products, reduce and possibly eliminate costly downtime, and effectively manage your operations with predictable maintenance costs.

Siemens, the leading supplier of Automation and Drive systems in the world, does not rely on products alone to maintain our market leadership position. Our success also requires the provision of customized World Class Services that complement our World Class Products.

Siemens is pleased to submit our proposal as per your request, for a 3-year contract renewal of your current TSA to support Narragansett Bay Commission (NBC) at Bucklin Point Wastewater Treatment Plant located at: 102 Campbell Avenue, East Providence, RI 02916. Terms of the proposal can be found in "Exhibit A Technical Service Agreement". The Exhibit A contained in this proposal is based on the previous Exhibit A contained in proposal Q1946528-C, Rev0 dated 4/29/2019. Due to the number of changes since the inception of this contract in 2006, Siemens has modified the "Exhibit A" attachment.

Please review this proposal and contact me should you have any questions or comments. Siemens Industry, Inc. Service & Support organization looks forward to delivering the benefits of the TSA to your organization.

Best Regards,

Ben Sherman

Siemens Industry, Inc.
Industry Services

Email: ben.sherman@siemens.com
Phone: (706) 342-6989, (706) 342-6989
Customer Care Center: +1 (800) 333-7421
Outside USA: +1 (423) 262-5710



EXHIBIT A
Technical Service Agreement
Prepared
For
The Narragansett Bay Commission
Bucklin Point Wastewater Treatment Facility
102 Campbell Avenue
East Providence, RI 02916

Proposal
Q22129162 R4

June 6, 2022



SIEPRO® Technical Service Agreement

Prepared For: Art Sheridan	Created By: Ben Sherman
Company: NARRAGANSETT BAY COMMISSION	Company: Siemens Industry, Inc.
Address: 1 SERVICE RD PROVIDENCE, Rhode Island 02905-5505	Address: 100 Technology Drive Alpharetta, GA 30005
Email: asheridan@narrabay.com	Email: ben.sherman@siemens.com
Phone: 401-572-3047	Phone: +1 (706) 342-6989

Please send Purchase Order to your Sales Representative or to the contact listed above.

1.0 Agreement

This SIEPRO® Technical Service Agreement ("Agreement") is by and between Siemens Industry, Inc., a Delaware corporation with a place of business at 100 Technology Drive Alpharetta, GA 30005, USA ("Siemens"), and NARRAGANSETT BAY COMMISSION ("Customer"), with billing and site addresses as identified in Section 1.5 of this Agreement.

1.1 Provision of Services

Siemens shall furnish competent personnel and supervision to perform the Services and provide the Products identified in this Agreement. Response times specified in this Agreement are only applicable to orders received through Siemens' toll free 1-800-333-7421 Service and Support Help Desk or by electronic means as specified in this Agreement. Additional Siemens' contact information can be found in Appendix C: Service Objects of this agreement.

1.2 Attachments

Any reference to "Seller" in the attachments shall mean Siemens. Any reference to "Buyer" in the attachments shall mean Customer. All other capitalized terms that are not otherwise defined in this Agreement shall have the meaning ascribed to them in the General Terms and Conditions of Services found in Appendix D: Terms and Conditions.

1.2.1 Appendices

The following documents are attached to this Agreement and are incorporated herein by reference:

Appendix A: Service Overview	Appendix C: Service Objects
Appendix B: Service Scope	Appendix D: Terms and Conditions

1.2.2 Supplements

(i) Appendix I: Pricing Summary	(iii) Special Terms & Conditions for Legacy System Services
(ii) Appendix II: Siemens Standard Terms and Conditions of Sale for Joint Product and Services Offering	

1.3 Term

This Agreement shall be effective for the term identified below, or until terminated by Customer or Siemens in accordance with the Service Terms. If this Agreement is renewed and the renewal Purchase Order or other renewal agreement is received after the expiration date of the current Agreement, then the renewal date will be the date when the new Purchase Order/renewal agreement is processed by Siemens.

Agreement Start Date: 07/01/2022	Previous Agreement No.: 2600113862
Agreement End Date: 06/30/2025	Number of Years: 3 years

Siemens Industry, Inc. Industry Services
 100 Technology Drive Alpharetta, GA 30005
 Creator: Ben Sherman
 24 Hour Tech Support & Emergency Field Service: 1-800-333-7421
 Confidential Information
 IQUSSC0828V8.0_en

Quotation #: CS-ID-Q22129162 R4
Agreement Valid Dates: 07/01/2022 - 06/30/2025
Siemens Ref #: US-2205-0000283917
 NARRAGANSETT BAY COMMISSION



1.4 Fees and Payment

Customer agrees to pay Siemens the total amount in scheduled payments as provided below, all in accordance with the Service Terms. In addition to the total amount of the Agreement, Customer shall pay Siemens, included in each invoice, all applicable local, state, provincial or federal government taxes (collectively, "Taxes") for the Services and Products provided by Siemens. Customer may request that Siemens not collect these Taxes by sending Siemens a written request and attaching a Tax Exemption Certificate.

Total Contract Amount (w/o option): \$59,258.00 (over 3 years)

First Renewal: (beginning July 1, 2022)
 Total Contract Amount \$19,245.00
 Contract Billing Cycle: Quarterly
 Billing Cycle Amount: \$4,811.25

Second Renewal: (beginning July 1, 2023)
 Total Contract Amount: \$19,775.00
 Contract Billing Cycle: Quarterly
 Billing Cycle Amount: \$4,943.75

Third Renewal: (beginning July 1, 2024)
 Total Contract Amount: \$20,238.00
 Contract Billing Cycle: Quarterly
 Billing Cycle Amount \$5,059.50

Option - Blanket Purchase Order:

- Parts Purchase Order **\$ 25,000.00 per year** (\$75,000 over 3 years)
 Separate PO provided to expedite the purchase of parts and service when needed

Any purchase order or other ordering document provided by Customer must include a reference to the applicable Siemens Proposal number.

1.5 Addresses

Billing Address: NARRAGANSETT BAY COMMISSION
 Attn: Art Sheridan
 1 SERVICE RD
 PROVIDENCE, Rhode Island 02905-5505

Site addresses and primary contacts are listed in Appendix C: Service Objects.

Siemens Address: Siemens Industry, Inc.
 100 Technology Drive
 Alpharetta, GA 30005

2.0 Hierarchy of Terms

The terms and conditions of this Agreement shall apply to any Purchase Order issued by Customer to Siemens during the term of this Agreement for Products and Services which are the subject of this Agreement, whether or not this Agreement or its terms and conditions are expressly referenced in the Purchase Order, unless the parties expressly agree in writing that the terms and conditions of this Agreement shall not apply to a specific Purchase Order. Any terms and conditions of any Purchase Order are of no force and effect unless specifically accepted in writing by both parties.

In the event of any inconsistencies between or among this Agreement and its Appendices, the following order of precedence, from highest to lowest, shall control:

1. This Agreement;
2. Appendix A: Service Overview
3. Appendix B: Service Scope
4. Appendix C: Service Objects
5. Appendix D: Terms and Conditions

Siemens Industry, Inc. Industry Services
 100 Technology Drive Alpharetta, GA 30005
 Creator: Ben Sherman
 24 Hour Tech Support & Emergency Field Service: 1-800-333-7421
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Quotation #: CS-ID-Q22129162 R4
 Agreement Valid Dates: 07/01/2022 - 06/30/2025
 Siemens Ref #: US-2205-0000283917
 NARRAGANSETT BAY COMMISSION



Appendix A: Service Overview

The Services and Products identified in this Agreement are intended to maintain Siemens systems and products at high performance levels. Siemens and the Customer shall cooperate to coordinate and schedule the delivery of the purchased Services and Products to ensure their timely completion before the expiration of this Agreement. Rollover of unused Services or Products purchased in this Agreement to a renewal agreement is not possible unless otherwise specifically provided in this Agreement.

Pos.	Service Configuration	Qty	Service Terms ¹	Site ² Service Object	Price per Year (USD)
Year 1: July 2022 - June 2023					
1	Field Service Block of Hours – 40 Hours	1	2.1		19,245.00
	Priority Support (7 x 24 x 365)	1	2.2		
	Legacy System Services (PCS 7 Support)	1	2.3		
2	(OPTION) Blanket Purchase Order	1	2.4		25,000.00
	For Expedited Parts / Services Purchase				
Year 2: July 2023 - June 2024					
3	Field Service Block of Hours – 40 Hours	1	2.1		19,775.00
	Priority Support (7 x 24 x 365)	1	2.2		
	Legacy System Services (PCS 7 Support)	1	2.3		
4	(OPTION) Blanket Purchase Order	1	2.4		25,000.00
	For Expedited Parts / Services Purchase				
Year 3: July 2024 – June 2025					
5	Field Service Block of Hours – 40 Hours	1	2.1		20,238.00
	Priority Support (7 x 24 x 365)	1	2.2		
	Legacy System Services (PCS 7 Support)	1	2.3		
6	(OPTION) Blanket Purchase Order	1	2.4		25,000.00
	For Expedited Parts / Services Purchase				
Total Contract Price USD (without BPO option)		3 years			59,258.00
Total Contract Price USD (Including BPO option)		3 years			134,258.00

Legend:

1) For service terms, detailed description of the service element, scope of service, specific terms & conditions and agreed service level; please see Appendix B: Service Scope

2) For service site(s), service objects & contacts, detailed description of the customer service sites, equipment and components to be serviced, including relevant Customer and Siemens contact partners and site information; please see Appendix C: Service Objects



Appendix B: Service Scope

1.0 General

This Agreement is limited to the Services and Products described herein, which are to be performed on the Covered Equipment described in Appendix C: Service Objects that is located at the sites also specified in Appendix C: Service Objects. Verbal instructions for the delivery of Services and Products included in this Agreement that are issued by the Customer representatives identified in this Agreement or in the Siemens ASSIST database are considered to be authorized by the Customer.

Basic Technical Support for current products is provided to all Siemens automation and drive customers at no charge. This service provides up to one hour of support for basic installation, operation, and troubleshooting questions. Basic Support is available from 8 a.m. – 5 p.m. local time, Monday – Friday excluding holidays. Requests are typically processed in the order they are received with an initial response usually in two business hours or less. Requests can be made by calling our Customer Care Center at +1 (800) 333-7421 or submitting an online request at <https://support.industry.siemens.com/>

2.0 Service Description

2.1 Field Service Block of Hours

Brief Description:

Field Service Resources are available to perform on-site services at plant locations throughout the United States. With the purchase of this Agreement and upon receipt of a Field Service Request, Siemens will dispatch a service engineer to the Customer's site identified in this Agreement to perform the requested services.

Field Service Block of Hours can be used for the following:

- Preventive Maintenance Services
- Troubleshooting and Repair Services
- Onsite Commissioning Services
- Remote Field Service support
- Asset Optimization Services
- General service support as needed

Scope of Service:

A block of hours will be credited to your account. Hours will be deducted at rate of 1:1 for regular hours, 1.5:1 for overtime hours and 2:1 for premium time hours. Hours will be deducted for travel, travel preparation, report generation and on-site time at the same rate as stated above.

Special Terms & Conditions:

Unless otherwise provided in this Agreement, all hours purchased with this Agreement must be used within the Agreement term. In the event this Agreement is either not renewed or is terminated, unused hours will be forfeited. Mobilization & demobilization expenses will be invoiced in accordance with the latest Siemens Price list at time of order entry.

2.2 Priority Support (7 x 24 x 365)

Brief Description:

Priority Support - 7 x 24 x 365 reduces the standard technical support target response time for active products (products that are still in production or have not announced phase-out) from 2 business hours to the next available agent or less than 30 minutes during normal business hours and includes after hours support with a target response time of less than 60 minutes. Applicable for telephone consultation and troubleshooting assistance for active Siemens standard equipment and systems.

Scope of Service:

In addition to the standard technical support offering, the following enhancements are provided: Unlimited telephone and online Technical Support Requests, Priority Response time of 30 minutes during Business Hours, and Maximum 60 minute Response time for After Hours for active products.

Siemens Industry, Inc. Industry Services
 100 Technology Drive Alpharetta, GA 30005
 Creator: Ben Sherman
 24 Hour Tech Support & Emergency Field Service: 1-800-333-7421
 Confidential Information
 IQUSSC0828V8.0_en

Quotation #: CS-ID-Q22129162 R4
 Agreement Valid Dates: 07/01/2022 - 06/30/2025
 Siemens Ref #: US-2205-0000283917
 NARRAGANSETT BAY COMMISSION



Siemens Technical Support Centers normally work on a first-in, first-out basis. With Priority Support 7 x 24 x 365, you can move to the front of the queue both during and after normal business hours. This means that you will be contacted by the next available engineer, typically within 30 minutes. Other benefits include reduced equipment down time, optimized engineering productivity, and improved technical support response time.

Special Terms & Conditions:

Priority Support can only be requested via telephone and is applicable only for current Siemens products.

2.3 US Legacy System Services (LSS)

Brief Description:

The Service Element "System Support" is the basis of Legacy System Services. With this Service Element, technical support for current and obsolete SIMATIC PCS 7 Versions can be provided by a central entry channel. Additionally an entitlement of defined cancelled SIMATIC PCS 7 Software is provided to the Customer.

Scope of Service:

In the context of Legacy System Support, professional experts are provided during the agreed Service Hours for the agreed availability time and defined Service Objects.

This Service Element contains the following benefits:

- Technical support via telephone, e-mail or online support for the Customer of the distributed control system SIMATIC PCS 7, also for Products with the status product discontinuation announcement

With this Service an entitlement of defined cancelled SIMATIC PCS 7 Software (for example SIMATIC PCS 7 V8.1), which are offered with the Service Module "Product Delivery," will be provided to the Customer. The list with the available Products can be found under www.siemens.com/LSS.

Special Terms & Conditions:

Conditions:

This Service is available during usual local working hours (Monday through Friday, 8am to 5pm, excluding national and local holidays). The costs of the Agreement have to be prepaid.

Special cooperation duties of the Customer:

As a recommendation for the Legacy System Support, please provide a current version of plant data in the form of a Simatic Assessment Suite data set and a list of used SIMATIC PCS 7 licenses. This information is used for the delivery of this Service. Project data is not needed.

Exclusions of Scope of Service:

However, Services for Service Objects are excluded insofar as they are out of the SIMATIC PCS 7 product spectrum and Products with the reached status "End of Product Lifecycle".

No modifications of any kind shall be made to the Software and hardware. Furthermore, any security gaps or Product defects, including those already known and those to arise in the future, will not be corrected, no hot fixes generated, and no function upgrades implemented. Furthermore, no spare parts for hardware will be kept in stock.

Siemens shall not be liable for any possible problems, malfunctions or incompatibilities of other components with the delivered Software or hardware. This applies particularly when they are used in combination with non-approved hardware or Software. It must also be noted that there are always dependencies between the hardware (IPC), the operating system (Microsoft Windows) and SIMATIC PCS 7 Software.

Service Fee:

Chargeable Service, for which a flat-rate-fee is to be paid. This fee has to be prepaid. The price is independent to the amount of SIMATIC systems to be serviced and is limited to 20 support hours per annum. The available support hours must be used up within the contract period, otherwise they will expire. A transfer is not possible. In the event that the complete support hours are consumed before the expiry of this Service Agreement, the Customer can purchase further support hours based on the conditions of this Agreement. This extension package is limited to 10 hours of additional

Siemens Industry, Inc. Industry Services

100 Technology Drive Alpharetta, GA 30005

Creator: Ben Sherman

24 Hour Tech Support & Emergency Field Service: 1-800-333-7421

Confidential Information

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Quotation #: CS-ID-Q22129162 R4

Agreement Valid Dates: 07/01/2022 - 06/30/2025

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NARRAGANSETT BAY COMMISSION



support. The duration remains unchanged according to the original Legacy System Services Agreement.

The Service Element "Product Delivery" provides an entitlement of defined discontinued SIMATIC PCS 7 Software and hardware to the Customer. The catalog of these discontinued parts, available for purchase, are listed at www.siemens.com/LSS.

Note: LSS is limited to 20 Hours of support per annum.

2.4 Blanket Purchase Order (Optional)

Brief Description:

Option for a Blanket Purchase order for \$25,000 per annum for the customer to purchase available spare parts and services.

Scope of Service:

A Blanket Purchase order will be used to expedite the purchasing of spare parts such as power supplies, modules, fiber repeaters, network components, switches, and for services. All Siemens manufactured spare parts will be provided at Siemens then current list price. All third party or non-manufactured spare parts will be provided at current list price times 1.30. All spare parts will be provided with the Siemens standard hardware warranty as detailed in Appendix II. Siemens guarantees that all available spare parts are compatible with installed equipment at time of shipment. Delivery time for spare parts will be as stated in Section 7.0 upon receipt of customer's written request and approval to deliver the spare parts. It is the customer's responsibility to maintain spare parts in a ready to use condition (environment, revision level, firmware version). Blanket Purchase Orders must be completely used by the expiration date of this agreement.

Special Terms & Conditions:

The BPO value must be no less than \$25,000.00

Expediting charges apply for emergency requests and parts sent after normal business hours.

Unused funds from Blanket Purchase Order can be carried over into subsequent years of the contract until the order is used or until the order expires. BPO Term: July 1, 2022 – June 30, 2025.

3.0 Additional Support Services

3.1 Online Support

Siemens Online Support Services are available at <http://support.automation.siemens.com/US>. All agreement holders must register with the site and agree to the Terms of Use in order to gain access to standard and optional services. Once registration is confirmed and activated, users have access rights to download and view the following features:

Product User Manuals, firmware updates
Software Service Packs
Online Knowledgebase and FAQ's
Product Newsletters and Technical Bulletins

Standard online services are available to all customers and are subject to the Siemens Terms of Use. Failure to renew this Agreement will not result in cancellation of user registrations.



Appendix C: Service Objects

Service-Site A

Location	Bucklin Point Wastewater Treatment Facility		
Company	NARRAGANSETT BAY COMMISSION	PO-Box	
Department		Region	Rhode Island
Street	102 Campbell Avenue	Postal Code	02916
City	EAST PROVIDENCE	Country	USA
Remarks			

Primary Customer Contact:

Name	Function	Phone	Mobile	E-mail
Art Sheridan		401-572-3047		asheridan@narrabay.com

Service-Objects:

Part Number	Description
6ES71951GF300XA0	SIMATIC DP, mounting rail for ET 200M, 530 mm long
6ES71957HA000XA0	SIMATIC DP, bus module for ET200M for holding a PS and an IM153
6ES71957HD100XA0	SIMATIC DP, Bus module for ET 200M for holding 2 IM153-2 red.
6ES71957HB000XA0	SIMATIC DP, Bus module for ET 200M for holding two 40 mm wide I/O modules
6ES73921AJ000AA0	SIMATIC S7-300, Front connector
6ES71951JA000XA0	SIMATIC DP, Cover for bus module ET 200M
6ES71951KA000XA0	SIMATIC DP, Ex partition for ET 200M
6ES74070KR020AA0	SIMATIC S7-400, Power supply PS407; 10 A
6ES79601AA000XA0 ¹	SIMATIC S7-400H, synchronization module 500m (replaced by 6ES7 960 - 1AB04 - OXA0)
6ES79601AA045AA0	SIMATIC S7-400H, Patch cable FOC 1 m
6ES79601AA005BA0 ¹	SIMATIC S7-400H, synchronization cable LWL 2 M (replaced by 6ES79601AA045BA0)
6GK74431EX300XE0	Communications processor CP 443-1
6ES74001JA010AA0	SIMATIC S7-400, rack UR2
6ES74901AA000AA0	SIMATIC S7-400, spare part Slot cover for racks
6GK11052AE00 ¹	OSM TP22 Optical Switch Module with two LWL Ports 100 Mbit/s (replaced by managed SCALANCE X200 or X300)
6GK15033CB00	PROFIBUS OLM/G12 V4.0 Optical Link Module
6ES79710BA00	SIMATIC S7-400, Backup battery 3.6 V/2.3 AH
6ES79521AM000AA0	SIMATIC S7, RAM Memory Card
6ES73152AH140AB0	SIMATIC S7-300, CPU 315-2DP Central processing unit
6ES79711AA000AA0	SIMATIC S7, Backup battery (LI) 3.6 V/min. 0.85 Ah
6ES73901AF300AA0	SIMATIC S7-300, mounting rail, length: 530 mm
6ES73900AA000AA0	SIMATIC S7, Bus connector
6NH78004AA20 ²	TIM 4R-IE MIT MD2 (Successor Product to SINAUT ST7, TIM 42 Communications processor)
6NH98210BC12	SINAUT ST7, LTOP2 1-way cable transformer with 2 Overvoltage protection- module no price
6NH78003AA20 ²	TIM 3V-IE (Advanced) mit MD2 (Successor Product to SINAUT ST7, TIM 32 Communications processor)
6NH98210BC11	SINAUT ST7, LTOP1 1-way cable transformer with 1 Overvoltage protection- module
6ES79720BB520XA0	SIMATIC DP, Connection plug for PROFIBUS
6GK11613AA00 ¹	COMMUNICATION PROCESSOR CP 1613 PCI CARD (replaced by 6GK11613AA01)
6GK11613AA01	Communications processor CP 1613 A2 PCI card

- 1) End of Product Lifecycle. Available as replacement part only.
- 2) Successor Product Available

Note: Blanket Purchase Order can be used to purchase any current Siemens parts not included in this list

Siemens Industry, Inc. Industry Services

100 Technology Drive Alpharetta, GA 30005

Creator: Ben Sherman

24 Hour Tech Support & Emergency Field Service: 1-800-333-7421

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Quotation #: CS-ID-Q22129162 R4

Agreement Valid Dates: 07/01/2022 - 06/30/2025

Siemens Ref #: US-2205-0000283917

NARRAGANSETT BAY COMMISSION



Appendix D: Terms and Conditions

1.0 Non-Solicitation of Employees

During the term of this Agreement and for a period of one (1) year after its termination, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Products under this Agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Products under this Agreement until one hundred eighty (180) days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation "help wanted" advertising and posting of open positions on a party's Internet site. If either party hires or engages, directly or indirectly, any personnel of the other in violation of (b) above, the party in question will pay the other party a finder's fee equal to three times the monthly billing rate (assuming 168 hours per month) for such personnel.

2.0 Notice

Any notice or communication permitted or required hereunder will be in writing and will be delivered in person or by courier, sent by electronic facsimile (fax), or mailed by certified or registered mail, postage prepaid, return receipt requested, to such address or fax number as given below. If notice is given in person, by courier or by fax, it will be effective upon receipt; and if notice is given by mail, it will be effective five (5) days after deposit in the mail.

3.0 Waiver

Failure to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of any rights and privileges that a party has under this Agreement or affect its right to thereafter claim damages or deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation by the other party hereto.

4.0 Modifications

Any modification, amendment, supplement, or other change to this Agreement must be in writing and signed by duly authorized representatives of the parties. Any change to the scope of work may be reflected in a change to the quoted price.

5.0 Additional Terms

Unless otherwise stated, standard terms and conditions apply.

6.0 General Terms and Conditions

This proposal is subject to the Standard Terms and Conditions of Sale for Siemens Joint Product and Services Offering, which can be found at [Siemens Standard T&C's](#) and are hereby incorporated by reference into this document and any resulting contract.

Impacts of Coronavirus: As a result of the Coronavirus (COVID-19), temporary delays in delivery from or nonperformance by Siemens and/or its suppliers may occur. Therefore, the parties acknowledge and agree that any delays or nonperformance caused by or related to COVID-19 will be deemed a force majeure event subject to the terms of the Agreement.

7.0 Parts and Logistics

All part orders will be processed by Siemens. Selected replacement parts are maintained at Siemens distribution centers and selected distributor locations throughout the USA. Emergency parts will be processed directly by Siemens. Non-Emergency Parts (>24hr delivery requirement) are processed by Siemens using our Distributor Network or your established sales channel.

Standard hours of Operation: Monday to Friday, 8 am to 5 pm est.
 Standard delivery time: 3 - 5 days (stock items).
 Emergency delivery time = 24 hours (stock items, same day, next flight)
 After Hour Emergency Fees: \$300/Shipment



Siemens provides equipment repair services through either Siemens owned and operated facilities or Authorized Service Centers. Standard Repair performance for electronic components is as follows:

Standard delivery time= 10 working days from receipt of goods.

Express delivery time= 2 working days.

Express Fee= 20% of the repair price.

Advanced Replacements are shipped upon receipt of a purchase order for the full value of the Advanced Replacement. The defective unit must be returned to Siemens within 10 business days to qualify for a returned part credit. All shipments are FOB Point of Origin. Costs for Spare Parts and Repairs are not included in this Agreement unless specifically stated otherwise.



Appendix I Pricing Summary

The following prices are for renewal of your TSA for 3 years beginning July 1, 2022.
Renewal prices can be found in Section 1.4.

Service Line	Product Description	Standard/Option	Pricing
Field Services	Field Service Block of Hours	Standard	Included in Scope
Priority Support	24x7x365 Support	Standard	Included in Scope
Legacy System Services	SIMATIC PCS 7 Support	Standard	Included in Scope
Blanket Purchase Order	BPO for \$25,000	Option	Included in Scope
Online Support	Standard Offering	Standard	No Charge
Basic Technical Support	Standard Offering	Standard	No Charge
	Contract Price w/o Option	Quarterly Payment	
Renewal-2022	\$19,245.00	\$4,811.25	
Renewal-2023	\$19,775.00	\$4,943.75	
Renewal-2024	\$20,238.00	\$5,059.50	

STANDARD TERMS AND CONDITIONS OF SALE FOR SIEMENS JOINT PRODUCT AND SERVICES OFFERING

1. APPLICABLE TERMS. This Agreement governs the sale and performance of equipment, components, parts and materials ("Products") and services provided by Siemens ("Services"). Collectively this Agreement may refer to the joint offering as "Siemens Products and Services". The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order. If neither (i) nor (ii) apply, then Siemens' standard rates for Services shall be those in effect at the time Siemens renders the services and Siemens' rates for Products shall be those in effect at the time of shipment.

(a) Payment – Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars. Discounts, if any, are only applicable for payments made by cash, check, ACH or wire.

(b) Credit Approval – All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing and/or shipment of Product and performance of Services, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Services.

(c) Taxes – Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties or other government charges related to the Siemens Products and Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, tariffs charged on the importation of goods into the United States, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments – Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice – If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right – Siemens may suspend Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

(g) Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(h) Shipping, Packing and Handling of Product – Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

3. RISK OF LOSS AND SCHEDULE OF SERVICES. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS. Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

5. TRANSPORTATION AND STORAGE OF PRODUCTS. (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. CANCELLATION. Buyer may cancel this Agreement at any time on thirty (30) days written notice. Buyer shall have no right to defer shipment of Product. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Siemens Products and Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Siemens Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

7. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs of Service incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

8. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens),

documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Siemens Products and Services.

9. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or other property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

10. WARRANTIES.

(a) *Warranties.* Siemens warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in material and workmanship; (iii) each Product materially conforms to Siemens specifications that are attached to, or expressly incorporated into this Agreement; and (iv) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) *Remedies.* If the Services or Product fail to meet the warranty standards set forth in Article 10(a) within the applicable Warranty period defined in Article 10(c), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty period, Siemens shall at its own expense as Buyer's sole and exclusive remedies for breach of the Warranties: (i) for Services, re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Siemens' discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to the remainder of the original Warranty period.

Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 10(d) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(c) *Warranty Period.* Buyer must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

(d) *Conditions to the Warranties.* The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services; (iv) Buyer discontinuing use of the Product and Equipment after it has, or should have had knowledge of any defect in the Product or Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services; (vi) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Siemens' discretion, Buyer either removing and shipping Product or Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to Products or Equipment to assess the warranty claims; (viii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(e) *Exclusions from Warranty Coverage.* The Warranties do not apply to (i) any product not supplied by Siemens; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such products, Third Party Parts, Equipment, services or any related assignment of warranties. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(f) *Transferability.* The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 10 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AS TO SIEMENS PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 11 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 11 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL

PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 11 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SIEMENS PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 10, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

12. PATENT AND COPYRIGHT INFRINGEMENT.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Siemens Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Siemens Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so its use is non-infringing.

Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

13. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Siemens Products and Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Siemens Products and Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Siemens Products and Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Siemens Products and Services performed or installed on

Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliates, agents, and contractors provided those recipients have executed a written non-disclosure agreement no less stringent than Article 13 in its entirety.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Siemens Products and Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Siemens Products and Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Siemens Products and Services have been performed.

14. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

15. CHANGES IN SIEMENS PRODUCTS AND SERVICES. No change will be made to the scope of Siemens Products and Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

16. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

17. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

18. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

19. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

20. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

21. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products and information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

22. NUCLEAR. In the event the Siemens Products and Services provided under the Agreement are to be used in or performed at or are connected with in any manner a nuclear installation, the following conditions shall apply:

(a) Buyer's Insurance:

(i) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(ii) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

(b) Waivers by Buyer: neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

(c) Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

(d) Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

23. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

24. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment and/or Product on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

25. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

26. ASBESTOS. The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(a) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(b) Prior to Siemens' commencement of Services at any Site:

(i) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(ii) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 26. Without limiting its other rights and remedies, Siemens: (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 26, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(c) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(d) Siemens makes no representation that it is licensed to abate ACM.

(e) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 26.

27. THIRD PARTY PARTS. Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

28. PRODUCT RETURNS. Prior to the return of any Product, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.



SIEMENS

Art Sheridan
NARRAGANSETT BAY COMMISSION

1 SERVICE RD
PROVIDENCE, Rhode Island 02905-5505

Siemens Quotation Number: CS-ID-Q22129162 R4

Special Terms & Conditions for Legacy System Services

For the delivery of discontinued Software we need the confirmation of the customer for the following exclusions:

Exclusions of Scope of Service:

However, Services for Service Objects are excluded insofar as they are out of the SIMATIC PCS 7 product spectrum and Products with the reached status "End of Product Lifecycle".

No modifications of any kind shall be made to the Software and hardware. Furthermore, any security gaps or Product defects, including those already known and those to arise in the future, will not be corrected, no hot fixes generated and no function upgrades implemented. Furthermore, no spare parts for hardware will be kept in stock.

Siemens shall not be liable for any possible problems, malfunctions or incompatibilities of other components with the delivered Software or hardware. This applies particularly when they are used in combination with non-approved hardware or Software. It must also be noted that there are always dependencies between the hardware (IPC), the operating system (Microsoft Windows) and SIMATIC PCS 7 Software.

Please confirm with your signature:

Date / Signature Customer

Narragansett Bay Commission

One Service Road
 Providence, RI, 02905
 401-461-8848
 Fax: 401-461-6540



SHOW PURCHASE ORDER NUMBER
 AND VENDOR NUMBER ON ALL
 INVOICES, PACKING SLIPS, AND
 CORRESPONDENCE

PURCHASE ORDER NUMBER: 374930

ORDER DATE:

4/17/2023

TERMS:

NET 30

VENDOR:	DELIVER TO:	INVOICE TO:
THERMO LAB SYSTEMS INC THERMO FISHER SCIENTIFIC INC 1601 CHERRY ST - STE 1200 PHILADELPHIA, PA 19102	NARRAGANSETT BAY COMMISSION CORPORATE OFFICE BUILDING ONE SERVICE ROAD PROVIDENCE, RI 02905	NARRAGANSETT BAY COMMISSION ATTN: ACCOUNTS PAYABLES ONE SERVICE ROAD PROVIDENCE, RI 02905

VENDOR NUMBER: 6123

Line Num	Description	Order Quantity	Unit	Purchase Price	Line Value	Total Value
1	FY24 Thermo Software Maintenance Renewal (7.1.23 - 6.30.24)	1	EACH	41405.79	41405.79	\$41,405.79

Total Order Value	\$41,405.79
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AUTHORIZED SIGNATURE

INSTRUCTIONS TO VENDOR:

EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE. VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION POLICIES AND REGULATIONS FOUND AT WWW.NARRABAY.COM.



April 13, 2023

In the United States, as of the date of this letter, Thermo LabSystems, Inc. is the sole provider of SampleManager software.

Diane W. Giangrande

Diane □ . Giangrande
Senior Maintenance and Support Contract Coordinator

Quotation for Support Renewal

Thermo LabSystems, Inc.
Div. 7-7 B. Attachment

300 Industry Drive
Pittsburgh, PA, 15275
United States of America
Tel: +1 (215) 964 6020
Fax: +1 (215) 964 6088
Tax ID : 043326268

Quotation ref.	Dated	Page
2023/0406/26DG	April 06, 2023	Page 1 of 2
Valid To	Acc ref.	Project Ref.
June 30, 2023	INF-19901-SAM	
Standard Payment Terms		
Net 30 Days. 100% due before service commences.		

Please forward purchase order, quoting 'Quotation Ref.', to:

Diane Giangrande

Phone : +(1) 770 241 8507

Submitted To:

Christine Cooper
Narragansett Bay Commission
1 Service Road
Providence, RI, 02905
United States of America

Phone : 401-443-4592
Email : cacoper@narrabay.com

Email : Diane.Giangrande@thermofisher.com

Primary System Registration : 00117033

Located at
Narragansett Bay Commission
1 Service Road
Providence, RI, 02905
United States of America

Quotation for contract period - July 01, 2023 to June 30, 2024

Quote Summary	SLA	Amount
Support Sections		
1 INF-19901-SAM Reg: 00117033		41,405.79
Total Quote Value in USD		41,405.79

Diane Giangrande

Payment Terms: Net 30 Days. 100% due before service commences. All prices are exclusive of all taxes.
Master License Agreement terms apply if applicable.
If no MLA, Thermo Fisher Scientific standard terms and conditions apply. E&OE.
Latest Thermo Fisher Scientific Informatics Maintenance terms and conditions apply, available at
https://support.thermoinformatics.com/info/File_20728.pdf

Quotation for contract period - July 01, 2023 to June 30, 2024

Quote Details

1 System Registration 00117033					
Line	Description		Unit Price	Qty	Total
1	INF-11000	SM Concurrent User License - 20 Pack	1,495.94	20	29,918.80
2	INF-11000	SM User License	1,465.17	5	7,325.85
3	INF-11010	SM SQC Instance License	1,395.18	1	1,395.18
4	INF-25000	IM Base License	1,649.93	1	1,649.93
5	INF-25101	IM 5 Instrument	372.01	3	1,116.03
<i>Total Price for Section</i>					41,405.79
Prices have been increased by 5.00% for this new support term, if applicable.					
Total Quoted Amount in USD					41,405.79



Price Quotation

Quote: 5126744
 Reference: 1732740
 Date: 12/20/2022
 Expires: 01/06/2023

To: Iziah Roberts
 Narragansett Bay Commission RI
 One Service Road
 Providence, RI 02905

From: Alex Lovelace
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (401) 461-8848 x343
 Fax:
 Email: iroberts@narrabay.com

Phone: (703) 708-9114
 Fax: (703) 708-9114
 Email: alex.lovelace@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
	NOTE PRICING ONLY VALID UNTIL 1/7/23				
1	9701-0907	OM	2	\$1,757.25	\$3,514.50
	Architecture Engineering & Construction Collection IC Government Single-user ELD 3-Year Subscription Switched From M2S Multi-User 2:1 Trade-In 2:1 Trade in 2 seats PoP: 1/11/2023 through 1/10/2026				
2	9701-0907	OM	12	\$1,757.25	\$21,087.00
	Architecture Engineering & Construction Collection IC Government Single-user ELD 3-Year Subscription Switched From M2S Multi-User 2:1 Trade-In 2:1 Trade in 12 seats PoP: 1/11/2023 through 1/10/2026				
3	9971-0938	OM	2	\$1,230.00	\$2,460.00
	CIM Project Suite New Annual Subscription (per license) PoP: 1/11/2023 through 1/10/2026				

Total **\$27,061.50**



Price Quotation

Quote: 5126744
Reference: 1732740
Date: 12/20/2022
Expires: 01/06/2023

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT [HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES](https://www.dlt.com/products/client-commercial-licenses). THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

Narragansett Bay Commission

One Service Road
 Providence, RI, 02905
 401-461-8848
 Fax: 401-461-6540



SHOW PURCHASE ORDER NUMBER
 AND VENDOR NUMBER ON ALL
 INVOICES, PACKING SLIPS, AND
 CORRESPONDENCE

PURCHASE ORDER NUMBER: 373876
ORDER DATE:
TERMS:

Sep 27, 2022
 NET 30

VENDOR:	DELIVER TO:	INVOICE TO:
A & F ENGINEERING & CONSULTING LLC 290 VILLAGE GREEN CT SW LILBURN, GA 30047	NARRAGANSETT BAY COMMISSION CORPORATE OFFICE BUILDING ONE SERVICE ROAD PROVIDENCE, RI 02905	NARRAGANSETT BAY COMMISSION ATTN: ACCOUNTS PAYABLES ONE SERVICE ROAD PROVIDENCE, RI 02905

VENDOR NUMBER: 4106

Line Num	Description	Order Quantity	Unit	Purchase Price	Line Value	Total Value
1	OEM - SC22-44-01 - Software Programming Services Contract FY 22	90000	DOLLARS	1.00	90000.00	\$90,000.00

Total Order Value	\$90,000.00
--------------------------	--------------------

AUTHORIZED SIGNATURE

INSTRUCTIONS TO VENDOR:

EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.
 VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION
 POLICIES AND REGULATIONS FOUND AT WWW.NARRABAY.COM.

NARRAGANSETT BAY COMMISSION
 REQUISITION FOR CAPITAL BLANKET PO / AMENDMENT

Date: 9/27/22

Approvals _____

P. Cioffi
 ORIGINATOR / REQUESTER

Project Manager Meg Goulet

Funding Approved [Signature]

Chief Financial Officer [Signature]

Purchase Order 373876
 Number

Project No. _____

G/L Number: 02-044-00-53645

Vendor- A&F Engineering & Consulting LLC

Description
 or Justification
 for increase
 or decrease

Increase Software Programming Services through FY 2023

	TOTAL PURCHASE ORDER
ORIGINAL CONTRACT	\$25,000.00
AMENDMENT#1	\$25,000.00
AMENDMENT#2	\$40,000.00
AMENDMENT#3	
AMENDMENT#4	
AMENDMENT#5	
AMENDMENT#6	
AMENDMENT#7	
AMENDMENT#8	
AMENDMENT#9	
AMENDMENT#10	
NEW TOTALS & CONTRACT AMOUNT	\$90,000.00

NOTE:

After all approvals forward to Procurement

A&F ENG AND CONSULTING LLC

ADDENDUM

290 VILLAGE GREEN CT SW
LILBURN GA 30047
PH. (678) 983-9614
e-mail: aamerift@afeautomation.com

PRICING:

The prices for on site services covered by this agreement are as below:

1. Software Programming Price / day Per Trip including travel time is
 - Blanket Period: 1/1/2023 – 12/31/2023 \$ 3,500.00
2. Living and Travel Expenses will be on Actuals with Receipts and Food will be on Per Diem without any Receipts.

The hourly prices for remote off site services covered by this agreement are as below:

- Blanket Period: 1/1/2023 – 12/31/2023 \$ 320.00

PAYMENT TERMS:

Payment Terms shall be net 30 days from the date of Invoice by the Seller.

A&F Eng & Consulting LLC



Aamer Iftikhar
President

Dated: 12/14/2022



Esri Inc
380 New York St
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/25/2022
To: Brendon McLean
Organization: Narragansett Bay Commission
Fax #: 401-461-6540 **Phone #:** 401-461-8848

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 2258
Email: TISAACS@ESRI.COM

Number of pages transmitted
(including this cover sheet): 6

Quotation #26073110
Document Date: 03/26/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit

<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York St
 Redlands, CA 92373
 Phone: + 190979328532258
 Fax #: 909-307-3083

Quotation

Date: 03/26/2022

Quotation Number: 26073110

Narragansett Bay Commission
 1 Service Rd
 Providence RI 02905-5505
Attn: Brendon McLean

Phone: 401-461-8848
Customer Number: 13918

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	3,000.00	3,000.00
1010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	1,500.00	1,500.00
2010	4	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	1,200.00	4,800.00
3010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	700.00	700.00
4010	7	87195	500.00	3,500.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Trina Isaacs **Ext:** 2258

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.


esri[®]

 380 New York St
 Redlands, CA 92373
 Phone: + 190979328532258
 Fax #: 909-307-3083

Quotation

Page 2

Date: 03/26/2022

Quotation Number: 26073110

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023		
5010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	500.00	500.00
6010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	500.00	500.00
7010	1	87199 ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	200.00	200.00
8010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	400.00	800.00
9010	1	97444 ArcGIS Engine Single Use without Extension Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	100.00	100.00
10010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	500.00	500.00
11010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	5,000.00	5,000.00
12010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 06/25/2022 End Date: 06/24/2023	5,000.00	5,000.00
13010	1	161366	2,500.00	2,500.00

[CSBATCHDOM]



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532258
Fax #: 909-307-3083

Quotation

Page 3

Date: 03/26/2022

Quotation Number: 26073110

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance

Start Date: 06/25/2022

End Date: 06/24/2023

Item Subtotal	28,600.00
Estimated Tax	0.00
Total	USD 28,600.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3


esri[®]

380 New York St
 Redlands, CA 92373
 Phone: + 190979328532258
 Fax #: 909-307-3083

Quotation

Page 4

Date: 03/26/2022

Quotation Number: 26073110

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532258
Fax #: 909-307-3083

Quotation

Page 5

Date: 03/26/2022 **Quotation No:** 26073110 **Customer No:** 13918

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Meaghan Brown
Phone: (800) 998-8277 ext. 33242
Fax: (603) 683-0615
Email: meaghan.brown@connection.com

25346471.04

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 6/13/2022
Valid Through: 7/13/2022
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Brendon McLean
Email: bmclean@narrabay.com

Phone: (401) 461-8848 x378
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 20940907 Narragansett Bay Commission Anne Marie Higgins 1 Service Rd Providence, RI 02905 (401) 461-8848 x700	AB#: 14077173 NARRAGANSETT BAY COMMISSION BRENDON MCLEAN 1 SERVICE RD PROVIDENCE, RI 02905 (401) 461-8848 x431

DELIVERY	FOB	SHIP CLASS	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	N1	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				VMware 1 YR Renewal Start: 07/01/2022 End: 06/30/2023			-
2	7	31915676	A-AD-C-10-P-SS S-C	Renewal Production SnS for Apps Volume Advanced 10-pack Concurrent Users 1- year VMware Renewal Licensing	VMware Renewal Licensing	375.00	2,625.00
3	5	38304931	CS7-STD-P-SS- C	Production SnS for vCenter Server 7 Standard for vSphere 7 Per Instance 1 Year VMware Renewal Licensing	VMware Renewal Licensing	1,498.00	7,490.00
4	18	37729276	R8-OSTC-P-SS- C	Production Support / Subscription for vRealize Operations 8 Standard (Per CPU) for 1 Year VMware Renewal Licensing	VMware Renewal Licensing	311.00	5,598.00
5	30	38304974	S7-EPL-P-SS- C	Production SnS for vSphere 7 Enterprise Plus 1 Processor 1 Year VMware Renewal Licensing	VMware Renewal Licensing	872.00	26,160.00
Subtotal							41,873.00
Fee							0.00
Shipping and Handling							0.00
Tax							Exempt
Total							41,873.00



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address GovConnection, Inc. 732 Milford Road Merrimack, NH 03054	Remittance Address GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906
---	---

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Meaghan Brown
Phone: (800) 998-8277 ext. 33242
Fax: (603) 683-0615
Email: meaghan.brown@connection.com

25369780.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 7/1/2022
Valid Through: 7/31/2022
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Brendon McLean
Email: bmclean@narrabay.com

Phone: (401) 461-8848 x378
Fax:

QUOTE PROVIDED TO: AB#: 14077172 NARRAGANSETT BAY COMMISSION ACCOUNTS PAYABLE 1 SERVICE RD PROVIDENCE, RI 02905 (401) 461-8848 x431	SHIP TO: AB#: 14077173 NARRAGANSETT BAY COMMISSION BRENDON MCLEAN 1 SERVICE RD PROVIDENCE, RI 02905 (401) 461-8848 x431
---	---

DELIVERY	FOB	SHIP CLASS	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				VMware Renewal Horizon 1 Year Contract # 387314874			-
2	7	41223890	H8-STC-10-B1-1 Y-TLSS-C	Corp. Horizon 8 Standard Term 10U 1Y Term License VMware - Licensing	VMware - Licensing	652.00	4,564.00
Subtotal							4,564.00
Fee							0.00
Shipping and Handling							0.00
Tax							Exempt
Total							4,564.00



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019



3-Mar-22

Dear Brandon McLean

A support service renewal is expired or about to expire.

The technical support services for support service number 3717617 will expire, or have expired on 30-Jun-22.

Renewing these services is easy. Just click the Quick Checkout button below and complete your renewal online. Once your renewal is completed, the new Support Period for these services will begin on the start date listed for this renewal in your My Support Renewals account and will be provided through the end date as shown for this renewal in your My Support Renewals account. A renewal order containing all of the information about your renewal is also attached for your reference. So that there is no interruption in these services, please complete your renewal on or before 1-Jun-22. You can see and manage all of your support service renewals anytime on My Support Renewals by clicking the Manage Your Renewals button below.

[Quick Checkout](#)

[Manage Your Renewals](#)

To log into My Support Renewals, you will need your username and password:

Your Oracle.com username is: **BRENDON.MCLEAN@NARRABAY.COM**

New Customer? Forgot your password? [Reset.](#)

If you are unable to complete your renewal on My Support Renewals, you can complete your renewal by following the instructions in the attached renewal order. So that there is no interruption in these services, please complete your renewal on or before 1-Jun-22. If applicable, the attached renewal order may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [Request Assistance](#).



TECHNICAL SUPPORT SERVICES RENEWAL ORDER

GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	3717617	Oracle Contact Information: Oracle Premier Support Digital Renewal Center	
Offer Expires:	30-Jun-22	Call:	1-888-545-4577
		Chat:	Chat on My Support Renewals
		Request Assistance:	Click to Request Assistance
CUSTOMER: NARRAGANSETT BAY COMMISSION			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Brandon McLean	Account Contact:	Brendon McLean
Account Name:	NARRAGANSETT BAY COMMISSION	Account Name:	NARRAGANSETT BAY COMMISSION
Address:	1 Service Rd Providence RI 02905 United States	Address:	1 Service Rd Providence RI 02905 United States
Telephone:	401 461-8848 x378	Telephone:	-4014618848
Fax:		Fax:	
E-mail:	brendon.mclean@narrabay.com	E-mail:	Brendon.Mclean@narrabay.com

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please take a minute to make sure the email information entered above is correct. Your email address is particularly important because Oracle may email You certain notices about technical support services. If You need to make any changes to the Customer information above, You can either login to your [My Support Renewals](#) account and select "Update Quote to Information" to edit Your "Quote To" information and You can edit Your "Bill To" information at check out. Alternatively, this information can be updated by providing Your current information along with Your support service number 3717617, to Oracle per the General Information section above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
ORACLE SERVER 7.2	1209423	8	CONCURRENT DEVICE	FULL USE	1-Jul-22	30-Jun-23	2,058.27
Oracle Database Enterprise Edition - Named User Perpetual	3423205	40		FULL USE	1-Jul-22	30-Jun-23	7,014.80
Oracle Internet Application Server Enterprise Edition - Named User Perpetual	3423205	20		FULL USE	1-Jul-22	30-Jun-23	1,753.69
Oracle Internet Developer Suite - Named User Perpetual	3423205	5		FULL USE	1-Jul-22	30-Jun-23	5,480.30
Oracle Financials - Application User Perpetual	3692659	35		FULL USE	1-Jul-22	30-Jun-23	29,066.13
Oracle Human Resources - Person Perpetual	3692659	250		FULL USE	1-Jul-22	30-Jun-23	3,118.17
Oracle Project Costing - Application User Perpetual	3692659	5		FULL USE	1-Jul-22	30-Jun-23	4,152.32
Oracle Purchasing - Application User Perpetual	3692659	5		FULL USE	1-Jul-22	30-Jun-23	4,152.32
Payroll - Person Perpetual	3692659	500		FULL USE	1-Jul-22	30-Jun-23	6,236.25
Oracle Advanced Benefits - Person Perpetual	14643929	500		FULL USE	1-Jul-22	30-Jun-23	0.00
Oracle Self-Service Human Resources - Person Perpetual	14643929	260		FULL USE	1-Jul-22	30-Jun-23	0.00
Oracle Advanced Security - Processor Perpetual	14826046	2		FULL USE	1-Jul-22	30-Jun-23	3,177.02
Oracle Advanced Security - Processor Perpetual	14826046	2		LIMITED USE BACK UP	1-Jul-22	30-Jun-23	8,472.07
Oracle Database Enterprise Edition - Processor Perpetual	14826046	2		FULL USE	1-Jul-22	30-Jun-23	1,270.80
Oracle Database Enterprise Edition - Processor Perpetual	14826046	2		LIMITED USE BACK UP	1-Jul-22	30-Jun-23	12,708.08
Oracle Database Enterprise Edition - Named User Plus Perpetual	15593263	35		FULL USE	1-Jul-22	30-Jun-23	4,664.84
Oracle Diagnostics Pack - Processor Perpetual	15792401	3		FULL USE	1-Jul-22	30-Jun-23	1,550.66
Oracle Tuning Pack - Processor Perpetual	15792401	3		FULL USE	1-Jul-22	30-Jun-23	1,550.66

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Application Management Pack for E-Business Suite - Processor Perpetual	16420806	2		FULL USE	1-Jul-22	30-Jun-23	1,892.47
Oracle Database Enterprise Edition - Named User Plus Perpetual	16420806	100		FULL USE	1-Jul-22	30-Jun-23	12,616.30
Oracle Enterprise Single Sign-On Suite Plus - Named User Plus Perpetual	16420806	260		FULL USE	1-Jul-22	30-Jun-23	2,460.16
Oracle Database Enterprise Edition - Processor Perpetual	17892421	2		FULL USE	1-Jul-22	30-Jun-23	12,246.63
Oracle Diagnostics Pack - Processor Perpetual	17892421	2		FULL USE	1-Jul-22	30-Jun-23	918.52
Oracle Tuning Pack - Processor Perpetual	17892421	2		FULL USE	1-Jul-22	30-Jun-23	918.52

Program Technical Support Fees: USD 127,478.98

Total Price: USD 127,478.98

Plus applicable tax

NOTES

- If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, NARRAGANSETT BAY COMMISSION represents that Customer has authorized NARRAGANSETT BAY COMMISSION to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. NARRAGANSETT BAY COMMISSION agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. NARRAGANSETT BAY COMMISSION agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of NARRAGANSETT BAY COMMISSION to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services.

The technical support services renewed under this renewal order are governed by the terms and conditions of the SLSA-23994-22-MAY-97 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

RENEWAL PROCESSING DETAILS

Please renew the technical support services on this renewal order on [My Support Renewals](#).

If You are unable to renew using My Support Renewals, You can renew using the options below. Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If NARRAGANSETT BAY COMMISSION is a tax exempt organization and is not an U.S. federal government entity, a copy of NARRAGANSETT BAY COMMISSION's tax exemption certificate must be submitted with NARRAGANSETT BAY COMMISSION's purchase order, credit card, or other acceptable form of payment.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this renewal is USD \$2,000 or less, the technical support services ordered must be paid by credit card; or You must renew Your support on My Support Renewals.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

PAYMENT DETAILS

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 3717617
- Total Price: USD 127,478.98 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, NARRAGANSETT BAY COMMISSION agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 3717617
- Total Price: USD 127,478.98 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, NARRAGANSETT BAY COMMISSION agrees that only the terms of this renewal order and the agreement shall apply to the technical support services renewed under this renewal order. No terms attached or submitted with the check will apply.

Checks for technical support services renewed under this renewal order should be sent to:

Checks for technical support services renewed under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

____ NARRAGANSETT BAY COMMISSION does not issue purchase orders.

____ NARRAGANSETT BAY COMMISSION does not require a purchase order for the services ordered hereto.

NARRAGANSETT BAY COMMISSION certifies that the information provided above is accurate and complies with NARRAGANSETT BAY COMMISSION's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, NARRAGANSETT BAY COMMISSION agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation will apply.

The signature below affirms NARRAGANSETT BAY COMMISSION's commitment to pay for the services ordered in accordance with the terms of this renewal order.

NARRAGANSETT BAY COMMISSION

Authorized Signature

Name

Title

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



OSIsoft, LLC
 1600 Alvarado Street
 San Leandro, CA 94577
 USA

Phone: +1 (510) 297-5800
 Fax: +1 (510) 877-9339
 Email: customerservice@osisoft.com
 Internet: www.osisoft.com
 Federal Tax: # 94-2690532

Div. 7-7 b. Attachment

Invoice

Shipped To
 Narragansett Bay Commission
 Corporate Office Building
 One Service Road
 Providence RI 02905

Information

Invoice No.	9000144304
Invoice Date	June 01, 2022
Customer No.	5005721
PO No.	374213
PO Date	April 05, 2022
SAP Order No.	5700006781
Payment Terms	Net due in 30 days
Payment Due Date	July 01, 2022
Currency	USD
SF Order No.	01761479
Customer Tax No.	
Delivery Method	Download Software

Billed To
 Narragansett Bay Commission
 Attn: Accounts Payable
 One Service Road
 Providence RI 02905-5505

Invoice Details

Item	Product	Quantity	Price	Amount
000100	Site: Narragansett Bay Commission-Fields Point WWTF(0005005721) Software Reliance Program Contract Start: July 01, 2022 Contract End: June 30, 2023 2013979 PI_BV_C 7097 PI Server 2006796 PI WebParts Concurrent User 1058778 ComboPack Concurrent User 9700074 PI Vision 2013979 PI BatchView Individual user 1058778 ComboPack Individual User 9500858 PI Integrator for Esri ArcGIS		41,703.75	41,703.75
			Total Amount	41,703.75
			Net Amount Due	41,703.75

WIRE TRANSFER INFORMATION

Wells Fargo Bank, NA
 420 Montgomery Street
 San Francisco, CA 94104, U.S.A.
 SWIFT WFBUS6S
 ABA 121000248
 Account Name: OSIsoft LLC
 Account No. 4945749208 (Checking)

CHECKS - USA & CANADA

Remit To:
 OSIsoft, LLC
 P.O. Box 888687
 Los Angeles, CA 90088-8687
 U.S.A.



OSIsoft, LLC
1600 Alvarado Street
San Leandro, CA 94577
USA

Phone: +1 (510) 297-5800
Fax: +1 (510) 877-9339
Email: customerservice@osisoft.com
Internet: www.osisoft.com
Federal Tax: # 94-2690532

Div. 7-7 b. Attachment

Invoice

Addendum To Invoice

Invoice 9000144304

VENDOR NUMBER: 1584

Narragansett Bay Commission

One Service Road
 Providence, RI, 02905
 401-461-8848
 Fax: 401-461-6540



SHOW PURCHASE ORDER NUMBER
 AND VENDOR NUMBER ON ALL
 INVOICES, PACKING SLIPS, AND
 CORRESPONDENCE

PURCHASE ORDER NUMBER: 374560

ORDER DATE:

Sep 7, 2022

TERMS:

NET 30

VENDOR:	DELIVER TO:	INVOICE TO:
Q-MATION INC. DBA WONDERWARE NORTHEAST 425 CAREDEAN DR HORSHAM, PA 19044	NARRAGANSETT BAY COMMISSION CORPORATE OFFICE BUILDING ONE SERVICE ROAD PROVIDENCE, RI 02905	NARRAGANSETT BAY COMMISSION ATTN: ACCOUNTS PAYABLES ONE SERVICE ROAD PROVIDENCE, RI 02905

VENDOR NUMBER: 3481

Line Num	Description	Order Quantity	Unit	Purchase Price	Line Value	Total Value
1	SC23-44-07 - Software Maintenance Agreement Renewal - WCF Support Agreement ID 102111 Premium Level	57531	DOLLARS	1.00	57531.00	\$57,531.00

Total Order Value	\$57,531.00
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AUTHORIZED SIGNATURE

INSTRUCTIONS TO VENDOR:

EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE. VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION POLICIES AND REGULATIONS FOUND AT WWW.NARRABAY.COM.

September 7th, 2022

Company Name **Narragansett Bay Commission**
Contact **Arthur Sheridan**
Support Agreement ID **102111**
Support Level **Premium**
Renewal Period **October 21, 2022 through October 20, 2023**
Reference **NarragansettBayCommission_102111_Sheridan_10202022MMWCF**

Arthur:

Thank you for your investment in AVEVA products and participation in the **AVEVA Customer FIRST Support Program**. The Customer FIRST Support Program ensures that you continue to get the most value from your investment by providing access to software license upgrades along with convenient access to highly skilled resources to remedy any issues you experience as you install, fine-tune, and upgrade your AVEVA software. Through any phase of your application lifecycle, Customer First membership gives you the support, services, and resources you need to be successful.

AVEVA Customer FIRST includes the following benefits:

- Free software version upgrades, fixes, patches and service packs keep your AVEVA software current and secure, leveraging new features and ensuring that existing applications keep running
- Customer FIRST mobile app gives you a quick overview of your support and services agreement
- Access to award-winning live technical support, with expert assistance throughout the software lifecycle
- Software Utilities – Leverage a growing stable of software utilities, including: the Software Asset Manager, to quickly and easily track and manage your AVEVA software licenses and apply security and performance software updates at multiple locations; and the Customer FIRST Benefits Mobile App, to get a quick overview of your support and services agreement
- Optional Services and System Management – Enjoy access to a wide array of optional services and discounts, based on the needs of your business and your budget. *The exact features vary with the AVEVA software you own.*

PLUS with Premium and Elite memberships, enjoy the following additional benefits:

- Access to 24/7/365 technical support
- Up to 24 hours of expert guidance on best practices, from initial rollout through ongoing phases of your AVEVA installation through dedicated technical support consulting services
- Free Software License Replacements for damaged or lost licenses

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

Customer FIRST Support Renewal

Premium Level Support

Current Agreement Expiration Date: October 20, 2022

Renewal Period: October 21, 2022 through October 20, 2023

The renewal quotation below is based on the attached list of licenses registered to your site. Please review license list below for accuracy and alert us of changes, upon which we will revise the proposal and official License List accordingly. Licenses not on the agreement will not be eligible for support/upgrades.

You have the flexibility to choose between Standard, Premium and Elite levels of support. Below is the price to maintain your current level of support – please let us know if you would like pricing on any alternate levels.

Part Number	Description	Price
WWCFP-2000	Wonderware Customer FIRST Agreement – Premium Level – One Year	\$57,531

A budgetary number for planning purposes for the upcoming support year(s) can be provided at request. The final support agreement pricing for the next year is typically based on an inflationary (0-3.5%) increase in license value as well as licenses purchased during the support agreement term.

Simply call or e-mail me if you have any questions.

Best Regards,

Mark Mazzola

Wonderware North
 mmazzola@wonderwarenorth.com

Reference WCF Support Agreement ID 102111 and address your order to Wonderware North (Q-mation)

Ordering Information	Terms & Conditions
Q-mation DBA Wonderware North 425 Caredean Drive Horsham, PA 19044 Email sales@wonderwarenorth.com Fax (215) 675-9712 Phone (877) 900-4996	<ol style="list-style-type: none"> 1. Quotation is valid for 60 days from date of issue. 2. Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added. 3. Tax ID: 23-2549974 4. Payment terms are Net 30 Days 5. Software delivery is 1 – 2 weeks ARO 6. Transportation is prepaid and added 7. F.O.B. is Wonderware North, Horsham, PA

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

Narragansett Bay Commission (Providence, RI) - License List

Part Number	Part Description	Software License Number
ComDrv-01-C-20	UpgC, Communication Drivers 2020 Standard	1196765-6
ComDrv-01-C-20	UpgC, Communication Drivers 2020 Standard	1196766-6
HstStd-23-C-20	UpgC, Historian 2020 Standard, 25000 Tag, Redundant	1732756-2
ComDrv-02-C-20	UpgC, Communication Drivers 2020 Professional	2066242-1
ComDrv-02-C-20	UpgC, Communication Drivers 2020 Professional	2066243-1
ComDrv-02-C-20	UpgC, Communication Drivers 2020 Professional	2066244-1
ComDrv-02-C-20	UpgC, Communication Drivers 2020 Professional	2066245-1
DevStd-04-C-20	UpgC, Dev Studio 2020 Unlim Unlim / 60000 / 500	1053507-7
12-12771	WW Skelta BPM Developer Edition 1 user	1292389-1(part of 1053507)
DevStd-04-C-20	UpgC, Dev Studio 2020 Unlim Unlim / 60000 / 500	1053509-7
12-12771	WW Skelta BPM Developer Edition 1 user	1292390-1(part of 1053509)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1053527-8
12-12285TP	Upg, Application Server 2014R2 RDS Session	1053540-5(part of 1053527)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1053529-8
12-12285TP	Upg, Application Server 2014R2 RDS Session	1053541-5(part of 1053529)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1053531-8
12-12285TP	Upg, Application Server 2014R2 RDS Session	1053542-5(part of 1053531)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1053533-8
12-12285TP	Upg, Application Server 2014R2 RDS Session	1053543-5(part of 1053533)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1053535-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1053544-4(part of 1053535)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1053538-8
12-12285TP	Upg, Application Server 2014R2 RDS Session	1053545-5(part of 1053538)
SysPlt-16-C-20	UpgC, System Platform 2020 200000 IO / 25000 History	1087678-9
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1087679-7(part of 1087678)
InfSvr-51-C-17	UpgC, Information Server Portal	1087680-6(part of 1087678)
HstEnt-53-C-20	UpgC, Historian Server 2020 Enterprise, 25000 Tag	1087681-8(part of 1087678)
AppSvr-16-C-20	Application Server 2020 200000 I/O	1087682-12(part of 1087678)
12-12285	Upg, Application Server 2014R2 Platform	1087683-4(part of 1087678)
12-12285	Upg, Application Server 2014R2 Platform	1087684-4(part of 1087678)
12-12285	Upg, Application Server 2014R2 Platform	1087685-4(part of 1087678)
12-12285	Upg, Application Server 2014R2 Platform	1087686-4(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1292384-5(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1292385-5(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1292386-5(part of 1087678)
12-12285	Upg, Application Server 2014R2 Platform	1292387-3(part of 1087678)
12-12285	Upg, Application Server 2014R2 Platform	1292388-3(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732732-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732733-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732734-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732735-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732736-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732737-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732738-2(part of 1087678)

Customer FIRST Support Renewal

ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732739-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732740-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732741-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732742-2(part of 1087678)
ComDrv-51-C-20	UpgC, Communication Drivers 2020 Standard	1732743-2(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732744-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732745-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732746-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732747-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732748-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732749-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732750-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732751-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732752-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732753-0(part of 1087678)
19-0171	Application Server 2014R2 Platform	1732754-0(part of 1087678)
19-0174	Application Server 2014R2 GR Platform	1732755-0(part of 1087678)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087689-11
12-12285	Upg, Application Server 2014R2 Platform	1087691-4(part of 1087689)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087690-11
12-12285	Upg, Application Server 2014R2 Platform	1087692-4(part of 1087690)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087693-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087705-4(part of 1087693)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087694-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087706-4(part of 1087694)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087695-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087707-4(part of 1087695)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087696-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087708-4(part of 1087696)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087697-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087709-4(part of 1087697)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087698-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087710-4(part of 1087698)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087699-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087711-4(part of 1087699)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087700-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087712-4(part of 1087700)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087701-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087713-4(part of 1087701)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087702-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087714-4(part of 1087702)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087703-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087715-4(part of 1087703)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1087704-7
12-12285TP	Upg, Application Server 2014R2 RDS Session	1087716-4(part of 1087704)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1479122-3

Customer FIRST Support Renewal

12-12285TP	Upg, Application Server 2014R2 RDS Session	1479126-1(part of 1479122)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1479123-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1479127-1(part of 1479123)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1479124-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1479128-1(part of 1479124)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1479125-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1479129-1(part of 1479125)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1670237-2
19-0171TP	Application Server 2014R2 RDS Session	1670239-0(part of 1670237)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1670238-2
19-0171TP	Application Server 2014R2 RDS Session	1670240-0(part of 1670238)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1670518-2
19-0171TP	Application Server 2014R2 RDS Session	1670520-0(part of 1670518)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1670519-2
19-0171TP	Application Server 2014R2 RDS Session	1670521-0(part of 1670519)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759063-2
19-0171	Application Server 2014R2 Platform	1759064-0(part of 1759063)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759065-2
19-0171	Application Server 2014R2 Platform	1759066-0(part of 1759065)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759067-2
19-0171TP	Application Server 2014R2 RDS Session	1759093-0(part of 1759067)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759068-2
19-0171TP	Application Server 2014R2 RDS Session	1759094-0(part of 1759068)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759069-2
19-0171TP	Application Server 2014R2 RDS Session	1759095-0(part of 1759069)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759070-2
19-0171TP	Application Server 2014R2 RDS Session	1759096-0(part of 1759070)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759071-2
19-0171TP	Application Server 2014R2 RDS Session	1759097-0(part of 1759071)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759072-2
19-0171TP	Application Server 2014R2 RDS Session	1759098-0(part of 1759072)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759073-2
19-0171TP	Application Server 2014R2 RDS Session	1759099-0(part of 1759073)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759074-2
19-0171TP	Application Server 2014R2 RDS Session	1759100-0(part of 1759074)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759075-2
19-0171TP	Application Server 2014R2 RDS Session	1759101-0(part of 1759075)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759076-2
19-0171TP	Application Server 2014R2 RDS Session	1759102-0(part of 1759076)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759077-2
19-0171TP	Application Server 2014R2 RDS Session	1759103-0(part of 1759077)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759078-2
19-0171TP	Application Server 2014R2 RDS Session	1759104-0(part of 1759078)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759079-2
19-0171TP	Application Server 2014R2 RDS Session	1759105-0(part of 1759079)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759080-2

Customer FIRST Support Renewal

19-0171TP	Application Server 2014R2 RDS Session	1759106-0(part of 1759080)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759081-2
19-0171TP	Application Server 2014R2 RDS Session	1759107-0(part of 1759081)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759082-2
19-0171TP	Application Server 2014R2 RDS Session	1759108-0(part of 1759082)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759083-2
19-0171TP	Application Server 2014R2 RDS Session	1759109-0(part of 1759083)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759084-2
19-0171TP	Application Server 2014R2 RDS Session	1759110-0(part of 1759084)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759085-2
19-0171TP	Application Server 2014R2 RDS Session	1759111-0(part of 1759085)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759086-2
19-0171TP	Application Server 2014R2 RDS Session	1759112-0(part of 1759086)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759087-2
19-0171TP	Application Server 2014R2 RDS Session	1759113-0(part of 1759087)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759088-2
19-0171TP	Application Server 2014R2 RDS Session	1759114-0(part of 1759088)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759089-2
19-0171TP	Application Server 2014R2 RDS Session	1759115-0(part of 1759089)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759090-2
19-0171TP	Application Server 2014R2 RDS Session	1759116-0(part of 1759090)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759091-2
19-0171TP	Application Server 2014R2 RDS Session	1759117-0(part of 1759091)
SupCIF-03-C-20	UpgC, Supervisory Client 2020 with Historian Client, RDS, FLB	1759092-2
19-0171TP	Application Server 2014R2 RDS Session	1759118-0(part of 1759092)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891497-2
19-0171	Application Server 2014R2 Platform	1891498-0(part of 1891497)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891499-2
19-0171TP	Application Server 2014R2 RDS Session	1891503-0(part of 1891499)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891500-2
19-0171TP	Application Server 2014R2 RDS Session	1891504-0(part of 1891500)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891501-2
19-0171TP	Application Server 2014R2 RDS Session	1891505-0(part of 1891501)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891502-2
19-0171TP	Application Server 2014R2 RDS Session	1891506-0(part of 1891502)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891507-2
19-0171	Application Server 2014R2 Platform	1891508-0(part of 1891507)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891509-2
19-0171TP	Application Server 2014R2 RDS Session	1891513-0(part of 1891509)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891510-2
19-0171TP	Application Server 2014R2 RDS Session	1891514-0(part of 1891510)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891511-2
19-0171TP	Application Server 2014R2 RDS Session	1891515-0(part of 1891511)
SupClt-03-C-20	UpgC, Supervisory Client 2020 with Historian Client	1891512-2
19-0171TP	Application Server 2014R2 RDS Session	1891516-0(part of 1891512)



Laurie Horridge
 Narragansett Bay Commission
 1 Service Road
 Providence, RI 02905
 lhorridge@narrabay.com

Total Due: USD 61,075.00
 Invoice No: SA00611364
 Invoice Date: September 08, 2022
 Due Date: October 08, 2022
 Project No: 160037
 Customer No: 5982387
 Contact: Marc Brawner
 PO: 374533

PRIVILEGED & CONFIDENTIAL

Through August 31, 2022

RE: Narragansett Bay Commission - Responder (IR Conversion)

Other Professional Services Rendered

Kroll Responder powered by Redscan MDR (Annual Billing)	57,375.00	
Professional Services	3,700.00	
	USD 61,075.00	

Total Due: USD 61,075.00

Remittance Instructions:

Account Name: Kroll Associates, Inc.
 Bank Name: Bank of America
 Account No: 4427155903
 ACH ABA#: 111000012
 Wire ABA#: 026009593
 Swift Code: BOFAUS3N

Billing Questions:

T: +1 312-980-9585
 E: EliteAR@kroll.com

Tax ID:

11-2286880

Important Note: Please include our invoice number and name of your organization with all payments and send remittance advice to AR@kroll.com.

DETAIL OTHER PROFESSIONAL SERVICES RENDERED

Item	Description	Units	Price/Unit	Amount
RDSRESP012	Kroll Responder powered by Redscan MDR (Annual Billing) - 8/19/22-8/18/23	500.00	114.75	57,375.00
RDSPROS012	Professional Services - 8/19/22-8/18/23	1.00	3,700.00	3,700.00
Total:				61,075.00



Laurie Horridge
 Narragansett Bay Commission
 1 Service Road
 Providence, RI 02905
 lhorridge@narrabay.com

Total Due: USD 61,075.00
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 Invoice Date: September 08, 2022
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 Contact: Marc Brawner
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 Wire ABA#: 026009593
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T: +1 312-980-9585
 E: EliteAR@kroll.com

Tax ID:

11-2286880

Important Note: Please include our invoice number and name of your organization with all payments and send remittance advice to AR@kroll.com.

DETAIL OTHER PROFESSIONAL SERVICES RENDERED

Item	Description	Units	Price/Unit	Amount
RDSRESP012	Kroll Responder powered by Redscan MDR (Annual Billing) - 8/19/22-8/18/23	500.00	114.75	57,375.00
RDSPROS012	Professional Services - 8/19/22-8/18/23	1.00	3,700.00	3,700.00
Total:				61,075.00



ZOHO Corporation

4141 Hacienda Drive
Pleasanton, CA 94588-8549
U.S.A.
Phone: 925-924-9500
Fax : 925-924-9600
Federal Tax ID: 80-0722734

Our Remit to address:

**ZOHO Corporation
PO Box 894926
Los Angeles, CA 90189-4926**

Wire/ACH Transfer Details:

Bank Name: Citibank N.A
Account Name: Zoho Corporation
Account Number: 31079241
Routing No. : 0210-0008-9
Swift Code: CITIUS33
Bank Address: 111 Wall Street,
New York, NY 10043

[Quote invoice No. in your remittance]

INVOICE

Bill To
Narragansett Bay Commission
Accounts Payables
1 Service Rd.
Providence RI 02905
United States

Ship To
Narragansett Bay Commission
corporate Office Buliding
1 Service Rd.
Providence RI 02905
United States

Attn :- jgalego@narrabay.com
License Order No : 920361,920360
License Sent to : 19USA647336

Invoice# 2355033
Invoice Date 24 Nov 2022
Terms Net 30
Due Date 24 Dec 2022
P.O.# 374679
UserMail rtashdjan@narrabay.com
UserName Anne Marie Higgins
CompanyName Narragansett Bay Commission

#	Item	Description	Qty	Rate	Amount
1	65001.14N	Single Installation License fee for ManageEngine Log360 Standard Edition for 150 Devices	1.00	10,655.00	10,655.00
2	65001.14M	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 150 Devices Start 18 November 2022 End 30 November 2023	1.00	2,131.00	2,131.00
3	65002.11N	Single Installation License fee for ManageEngine Log360 Standard Edition for 10 Application Sources	1.00	1,488.00	1,488.00
4	65002.11M	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 10 Application Sources Start 18 November 2022 End 30 November 2023	1.00	297.00	297.00
5	65005.0NDC1	Single Installation License fee for ManageEngine Log360 Standard Edition for 3 Domain Controllers	1.00	3,088.00	3,088.00
6	65005.0MDC1	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 3 Domain Controllers Start 18 November 2022 End 30 November 2023	1.00	617.00	617.00

#	Item	Description	Qty	Rate	Amount
7	65005.0NFS1	Single Installation License fee for ManageEngine Log360 Standard Edition for 2 File Servers	1.00	1,238.00	1,238.00
8	65005.0MFS1	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 2 File Servers Start 18 November 2022 End 30 November 2023	1.00	248.00	248.00
9	65005.0NTN1	Single Installation License fee for ManageEngine Log360 Standard Edition for 1 M365 Tenant	1.00	1,488.00	1,488.00
10	65005.0MTN1	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 1 M365 Tenant Start 18 November 2022 End 30 November 2023	1.00	298.00	298.00
11	65005.0NWS5	Single Installation License fee for ManageEngine Log360 Standard Edition for 150 Windows Servers	1.00	9,738.00	9,738.00
12	65005.0MWS5	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 150 Windows Servers Start 18 November 2022 End 30 November 2023	1.00	1,947.00	1,947.00
13	65005.5NSQL2	Single Installation License fee for ManageEngine Log360 Standard Edition for 6 MS SQL Servers	1.00	2,615.00	2,615.00
14	65005.5MSQL2	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 6 MS SQL Servers Start 18 November 2022 End 30 November 2023	1.00	523.00	523.00
15	65005.0NUEBA	Single Installation License fee for ManageEngine Log360 Standard Edition for per User and Entity Behavior Analytics (UEBA)	1.00	1,238.00	1,238.00
16	65005.0MUEBA	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for per User and Entity Behavior Analytics (UEBA) Start 18 November 2022 End 30 November 2023	1.00	248.00	248.00
17	65005.0NATA	Single Installation License fee for ManageEngine Log360 Standard Edition for Advanced Threat Analytics	1.00	1,238.00	1,238.00
18	65005.0MATA	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for Advanced Threat Analytics Start 18 November 2022 End 30 November 2023	1.00	248.00	248.00
19	65005.0NFS2	Single Installation License fee for ManageEngine Log360 Standard Edition for 5 file servers	1.00	2,363.00	2,363.00
20	65005.0MFS2	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 5 file servers Start 18 November 2022 End 30 November 2023	1.00	473.00	473.00

#	Item	Description	Qty	Rate	Amount
21	65005.0NWS4	Single Installation License fee for ManageEngine Log360 Standard Edition for 50 Windows Servers	1.00	4,488.00	4,488.00
22	65005.0MWS4	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 50 Windows Servers Start 18 November 2022 End 30 November 2023	1.00	898.00	898.00
23	65005.0NUEBA	Single Installation License fee for ManageEngine Log360 Standard Edition for per User and Entity Behavior Analytics (UEBA)	1.00	1,238.00	1,238.00
24	65005.0MUEBA	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for per User and Entity Behavior Analytics (UEBA) Start 18 November 2022 End 30 November 2023	1.00	248.00	248.00
25	65005.5NSQL1	Single Installation License fee for ManageEngine Log360 Standard Edition for 2 MS SQL Server	1.00	966.00	966.00
26	65005.5MSQL1	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 2 MS SQL Server Start 18 November 2022 End 30 November 2023	1.00	193.00	193.00
27	65005.0NW1	Single Installation License fee for ManageEngine Log360 Standard Edition for 100 Workstations	1.00	613.00	613.00
28	65005.0MW1	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 100 Workstations Start 18 November 2022 End 30 November 2023	1.00	123.00	123.00
29	65001.14N	Single Installation License fee for ManageEngine Log360 Standard Edition for 100 Devices	1.00	8,488.00	8,488.00
30	65001.14M	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 100 Devices Start 18 November 2022 End 30 November 2023	1.00	1,697.00	1,697.00
31	65005.0NDC1	Single Installation License fee for ManageEngine Log360 Standard Edition for 3 Domain Controllers	1.00	3,088.00	3,088.00
32	65005.0MDC1	Annual Maintenance and Support fee for ManageEngine Log360 Standard Edition for 3 Domain Controllers Start 18 November 2022 End 30 November 2023	1.00	617.00	617.00
33	18123ELA	Extended Special discount - Eventlog Analyzer	1.00	-5,137.00	-5,137.00
34	18123 AD AUDIT PLUS	Extended Special discount - Ad Audit Plus	1.00	-4,320.00	-4,320.00
35	18123M365 Manager Plus	Extended Special discount - M365 Manager Plus	1.00	-268.00	-268.00

Thanks for your business.

Sub Total

55,111.00

Total**US\$55,111.00**

Balance Due

US\$55,111.00

Payment Options



Terms & Conditions

Terms and conditions apply.

Div. 7-8: Refer to the following item that is listed on Schedule DMF Rebuttal – 4a:
“Howden, \$32,260, Howden Maintenance for 4 new blowers (3 Yr) (est a 10%
↑).

- a. Is the \$32,260 for three years?
- b. Should the \$32,260 amount listed on that schedule be recovered from NBC's ratepayers annually? If so, explain why.
- c. Should the \$32,260 amount listed on that schedule be recovered from NBC's ratepayers ratably over the 3 year period to which it pertains? If not, explain why not.

Response:

- a. No, the contract is for 3 years with an annual fee of \$32,260 per year.
- b. Yes, the \$32,260 is an annual maintenance fee.
- c. No, the \$32,260 is an annual maintenance fee.

Prepared by: Leah Foster

DOCKET 22-47-WW
The Narragansett Bay Commission's Response
To the Division of Public Utilities and Carriers
Data Request
Set 7

Div. 7-9: Refer to Schedule DMF Rebuttal – 4a. For (1) each line item listed there over \$10,000 and (2) for each item with an estimated 10% increase identify and provide the contract and/or invoice supporting NBC's claimed cost amounts that are included in the Company's \$756,526 "Rebuttal Adjustment" amount.

Response: For contracts with an increase over \$10,000, please see 7-9(1) Attachment. NBC will provide the remainder of the requested information in a supplemental response.

Prepared by: Gail Degnan

Johnson Controls planned service proposal

Prepared for NARRAGANSETT BAY COMMISSION

Customer
NARRAGANSETT BAY COMMISSION

Local Johnson Controls Office
6 BLACKSTONE ALLEY PL STE 202
LINCOLN, RI 02865-1112

Agreement Start Date:
04/01/2021

Proposal Date
02/11/2021

Estimate No:
1-19HSCY2



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

Executive summary

Planned service proposal for NARRAGANSETT BAY COMMISSION

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 04/01/2021 and ending 03/31/2024.
- The agreement price for first year is \$13,779.00 see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

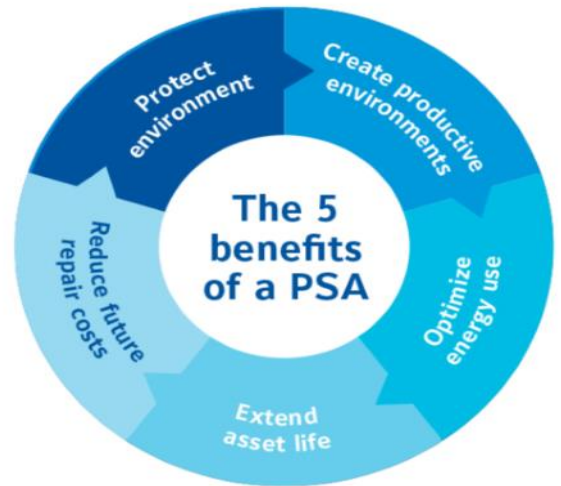
Danielle Deschamps
Customer Service Representative

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

- 2. Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

- 3. Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

- 4. Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

- 5. Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : NARRAGANSETT BAY COMMISSION
Address: 1 SERICE RD PROVIDENCE, RI 02905-5505
Proposal Date: 02/11/2021
Estimate #: 1-19HSCY2

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/2021 and will continue until 03/31/2024 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$13,779.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

NARRAGANSETT BAY COMMISSION
ONE SERVICE ROAD
PROVIDENCE, RI 02905

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Danielle Deschamps

Signature: _____

Title: Customer Service Representative Date: _____

Signature: _____

Title: _____ Date: _____

By: _____

Signature: _____

Title: _____ Date: _____

Customer PO#: _____

JCI Branch: JOHNSON CONTROLS PROVIDENCE RI CB - 0N65

Address: 6 BACSTONE AVEY P STE 202

PROVIDENCE, RI 02865-1112

Branch Phone: 401 235-6700

Branch Email: _____

Schedule A - Equipment List

NARRAGANSETT BAY COMMISSION

**1 SERVICE RD
 PROVIDENCE, RI 02905-5505**

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points

Quantity: 5
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Controller/End Device AHU # 1	JCI_YORK		1-SG68BNX
Controller/End Device AHU # 2	JCI_YORK		1-SG6KTPE
Controller/End Device AHU # 4	JCI_YORK		1-SGIF8SD
Controller/End Device AHU # 5	JCI_YORK		1-SGIF8VV
Controller/End Device AHU# 3	JCI_YORK		1-SG6KTQ9

Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points

Quantity: 1
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Controller/End Device Central Cooling Plant	JCI_YORK		1-SGIJHIF

Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Quantity: 1
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Controller/End Device Central Heating Plant	JCI_YORK		1-SG6KTXQ

Controls (Controller/End Devices), Generic Input/Output, 3rd Party, 0-20 points

Quantity: 8
 Coverage Level: Basic

Services Provided
 3 Operational
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Controller/End Device Generic In/Out 0-20 pts # 4	JCI_YORK		1-SG6VYCM
Controller/End Device Generic In/Out 0-20 pts # 5	JCI_YORK		1-SG6VYDH
Controller/End Device Generic In/Out 0-20 pts # 8	JCI_YORK		1-SG6VYG5
Controller/End Device Generic In/Out 0-20 pts # 3	JCI_YORK		1-SG6VYC0
Controller/End Device Generic	JCI_YORK		1-SG6VYE3

NARRAGANSETT BAY COMMISSION

**1 SERVICE RD
 PROVIDENCE, RI 02905-5505**

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1

Coverage Level: Basic

Year to Be Activated: Year 2

Services Provided

1 Install ADS & NxE software
 (supplied with Software
 Upgrade/Subscription) - 1 to 5
 NxE's

Customer Tag

Manufacturer

Model #

Serial #

Equipment tasking

Controls □ Controller/End Devices □ Air □ Handling Unit □ A □ U □ Johnson Controls, 21-60 points

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the □ CI safety policy for Fall Protection while performing work
Use and follow the □ CI Ladder Safety processes while performing work
Use and follow the □ CI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with □ Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
□ Verify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.
Notify customer of any issues with those devices
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
□ Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
□ Usually validate system outputs from the field controller
□ Validate controls safety circuit and alarm verification (coordinate with customer)
Tighten electrical connections
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the □ CI safety policy for Fall Protection while performing work
Use and follow the □ CI Ladder Safety processes while performing work
Use and follow the □ CI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with □ Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
□ Verify unit is controlling to set points by checking sequences of operations and PID loops
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls [Controller/End Devices], Central Cooling Plant, Johnson Controls, 0-50 points

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the [CI safety policy for Fall Protection while performing work
Use and follow the [CI Ladder Safety processes while performing work
Use and follow the [CI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
[erify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.
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[usually validate system outputs from the field controller
Tighten electrical connections
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the [CI safety policy for Fall Protection while performing work
Use and follow the [CI Ladder Safety processes while performing work
Use and follow the [CI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
[erify unit is controlling to set points by checking sequences of operations and PID loops
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls [Controller/End Devices], Central Heating Plant, Johnson Controls, 0-50 points

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite

Use and follow the [CI] safety policy for Fall Protection while performing work
Use and follow the [CI] Ladder Safety processes while performing work
Use and follow the [CI] Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media

Verify unit is controlling to set points by checking sequences of operations and PID loops

Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.

Notify customer of any issues with those devices

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts

Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)

Visually validate system outputs from the field controller

Tighten electrical connections

Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the [CI] safety policy for Fall Protection while performing work

Use and follow the [CI] Ladder Safety processes while performing work

Use and follow the [CI] Lock-out Tag-out on all electrical machinery

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts

Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Controls [Controller/End Devices], Generic Input/Output, 3rd Party, 0-20 points

Comprehensive

Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the [CI] safety policy for Fall Protection while performing work

Use and follow the [CI] Ladder Safety processes while performing work

Use and follow the [CI] Lock-out Tag-out on all electrical machinery

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Create local back up of existing program and store on on-site computer and on-site media
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Visually validate system outputs from the field controller
Tighten electrical connections
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the Johnson Controls safety policy for Fall Protection while performing work
Use and follow the Johnson Controls Ladder Safety processes while performing work
Use and follow the Johnson Controls Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls Controller/End Devices, Supervisory/Server/UI, Johnson Controls, 0-25000 points

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the Johnson Controls safety policy for Fall Protection while performing work
Use and follow the Johnson Controls Ladder Safety processes while performing work
Use and follow the Johnson Controls Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
Execute Performance Verification to identify abnormal supervisory device communications.
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
Back up all supervisory controllers and O/S/server devices
Archive object database for Metasys system
Ensure security database is consistent across devices and that default passwords have been changed
Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative

Controls Controller/End Devices, Variable Air Volume (AV), Johnson Controls, 0-25 points

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the CI safety policy for Fall Protection while performing work
Use and follow the CI Ladder Safety processes while performing work
Use and follow the CI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Run AV box flow test
Verify unit is controlling to set points by checking sequences of operations and PID loops
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Document tasks performed during visit and report any observations to appropriate customer representative

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Install ADS NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the CI safety policy for Fall Protection while performing work
Use and follow the CI Ladder Safety processes while performing work
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Upgrade ADS software to latest Metasys release
Upgrade NxE software to latest Metasys release
Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price **Payment Terms** **Applies to Multi-Year Contracts Only**

Year	Total Annual Dollar Amount	Payment Frequency
Year 1: 2021 – 2022	<input type="checkbox"/> 13,779.00	Annually
Year 2: 2022 – 2023	<input type="checkbox"/> 18,372.00	Annually
Year 3: 2023 – 2024	<input type="checkbox"/> 19,659.00	Annually

Year 2 pricing includes the maintenance, as well as the labor to perform the software subscription upgrade (which was sold separately under a quote).

Maintenance Price: 15,364.00

Software Subscription Labor Price: 3,008.00

Year 3 pricing includes the maintenance, as well as the labor to perform the software subscription upgrade (which was sold separately under a quote).

Maintenance Price: 16,651.00

Software Subscription Labor Price: 3,008.00

Special Additions and Exceptions

This contract includes labor for software subscription upgrades in Year 2 and Year 3. The software subscription cost was carried and paid for under the quoted Controls Upgrade in early 2021 under Johnson Controls quote ID: 1-12 P5K.

For any service requests, please call our 24/7 service line at (866)412-8075.

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI

may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access.

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American

Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
5. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing,

ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. SOFTWARE AND DIGITAL SERVICES

Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or

capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO

SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

END OF DOCUMENT

April 23, 2021

**Narragansett Bay Commission
One Service Road
Providence, RI 02905**

Attention.: Eugene Sorkin

Subject: CE Power, Proposal 839907, 839908, 839909, 840410, 840412, 840414, 840415, 840416
Four Year Electrical Testing and Maintenance for Bucklin Point and Fields Point – Rev 1

Dear Eugene,

CE Power appreciates this opportunity to be of service to **Narragansett Bay Commission**. You can be assured that our crews will work safely to provide you with a quality project. CE Power 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 508-259-0297 or by email at mark.andolina@CEPower.net.

Sincerely,



Mark S. Andolina
Sales Engineer

Description of Project:

Narraganset Bay Commission requires periodic electrical and testing service for the power distribution equipment in their facilities at Bucklin Point and Fields Point. CE Power (formerly 3C Electrical Company) currently performs this service under a three-year agreement with NBC. CE Power is available to continue this service for the next four (4) year term of this contract.

Equipment Scope:

The equipment scope is listed in "ATTACHMENT 1" of the NBC Bid No. 1380 and is included in this proposal pricing.

- BP electrical equipment list, MCA 2021.xlsx
- MCA 2017-2019 ATTACH1 Equipment list.xlsx

Work Scope:

CE Power will conduct the following work scope in support of this project:

1. Automatic Transfer Switch
 - a. Mechanical Tests
 - i. Check equipment service records for previous problems.
 - ii. Thoroughly clean interior and exterior of cabinet.
 - iii. Check for proper operation of door latch and interlocks.
 - iv. Visually inspect all wiring and connections for signs of tracking, overheating, and insulation deterioration.
 - v. Record all nameplate data, time delay settings, and voltage pickup settings.
 - vi. Check and tighten, where necessary, all control circuit, ground, and power connections.
 - vii. Check all manual switches for proper operation and contact movement.
 - viii. Visually examine relay finger contacts, main and arcing contacts, and auxiliary contacts. Clean and burnish, if necessary.
 - b. Electrical Tests
 - i. Measure and record normal and emergency phase currents, voltages, frequency, and main contact millivolt drops.
 - ii. Measure temperature of main contacts, connections, and cables with infrared spot detector.
 - iii. Measure insulation resistance phase to phase and phase to ground.
 - iv. Measure engine/generator battery voltage while standing and during cranking.
 - v. Verify proper transfer operation and sequencing of time control relays.
2. Switchboards
 - a. Mechanical Tests

- i. Visually inspect interior, exterior, support structure, bus, cables, entrances, raceways, insulators, and auxiliary equipment.
 - ii. Record all nameplate data.
 - iii. Thoroughly clean interior and exterior. Apply proper lubrication, where required.
 - iv. Torque all accessible bus and cable connections.
 - v. Verify proper operation of interlocks and auxiliary equipment, if applicable.
 - b. Electrical tests
 - i. Measure insulation resistance of main bus phase to phase and phase to ground.
 - ii. Verify proper operation of control equipment, if applicable.
3. Medium Voltage Air Switch
 - a. Mechanical Tests
 - i. Visually inspect switch, mechanisms, bushings, bus, fuses, and enclosure.
 - ii. Record all switch and fuse nameplate data. Check and record fuse rating for each phase.
 - iii. Thoroughly clean switch, bushings, and enclosure.
 - iv. Exercise switch mechanisms and check for proper operation. Apply proper lubrication where necessary. Verify proper operation of all interlocks.
 - v. Visually inspect contacts. Verify proper alignment. Burnish contacts if necessary. Apply proper lubrication where necessary.
 - vi. Torque all accessible bolted connections.
 - b. Electrical Tests
 - i. Measure contact resistance of each phase.
 - ii. Measure insulation resistance phase to phase and phase to ground.
4. Medium Voltage Vacuum Circuit Breakers
 - a. Mechanical Tests
 - i. Visually inspect circuit breaker and cubicle. Check alignment of breaker in cubicle. Verify proper operation of racking mechanism and shutter.
 - ii. Record all nameplate data.
 - iii. Thoroughly clean breaker and cubicle. Apply proper lubrication where required.
 - iv. Exercise breaker mechanisms and check for proper operation.
 - b. Electrical Tests
 - i. Measure contact resistance of each phase.
 - ii. Measure insulation resistance pole to pole and pole to ground.
 - iii. Verify proper operation of breaker closing and tripping circuits by operating controls and relays.
 - iv. Perform over-potential test on each vacuum bottle per manufacturer's instructions.
5. Medium Voltage Cables
 - a. Mechanical
 - i. Visually inspect terminations, grounding, splices, exposed cable and conduit.
 - ii. Record all cable data and approximate length.
 - iii. Torque connections where accessible.
6. Electrical Tests
 - i. Measure and record relative humidity and temperature.
 - ii. Perform a shield continuity test on each individual cable.

- iii. Perform hi-potential DC step voltage test per ANSI/IEEE Std. 141-1976. Test to be applied to each individual cable with all other cables grounded. Cable under test to be properly corona suppressed.
- 7. Liquid Filled Transformers
 - a. Mechanical Tests
 - i. Visually inspect tank, bushings, pad, and auxiliary devices
 - ii. Record all nameplate data and gauge readings
 - iii. Clean bushings and gauges
 - iv. Torque all accessible bolted electrical connections
 - v. Check tightness of bolts at any leaks. Tighten if possible, clean oil residue
 - b. Electrical Tests
 - i. Perform dielectric absorption test winding to winding and windings to ground. Calculate and record polarization index for all tests
 - ii. Measure turns ratio
 - iii. Sample insulating liquid and perform the following ASTM tests:
 - 1. Dielectric breakdown
 - 2. Neutralization number
 - 3. Interfacial tension
 - 4. Visual/Color
 - 5. Moisture content
 - 6. Dissolved Gas Analysis (DGA)
 - 7. Power factor
- 8. Low Voltage Circuit Breakers
 - a. Mechanical Test
 - i. Visually inspect circuit breaker.
 - ii. Record all nameplate and trip unit data.
 - iii. Thoroughly clean breaker.
 - iv. Exercise breaker mechanisms and check for proper operation.
 - v. Remove cover and inspect internal mechanisms and contacts. Burnish contacts if necessary. (Unsealed breakers only).
 - vi. Verify proper operation of interlocks, if applicable.
 - b. Electrical Tests
 - i. Measure contact resistance of each phase.
 - ii. Verify trip characteristics for long time, short time, ground fault, and instantaneous functions of each phase with primary current injection. Determine pickup level and delay time as required. Compare results with manufacturer's specifications.
 - iii. Measure insulation resistance pole to pole and pole to ground.
 - iv. Verify proper operation of auxiliary equipment and motor operator, where applicable.
- 9. Instrument Transformers – Current - 600V to 34.5kV
 - a. Mechanical Tests
 - i. Visually inspect CT, interconnect wiring, and shorting terminals.
 - ii. Record all nameplate data.
 - iii. Torque all accessible electrical connections.
 - b. Electrical Tests

- i. Measure ratio and polarity.
- ii. Measure insulation resistance of secondary winding to ground.
- iii. Verify proper control wiring connections and polarities from transformer to all devices on circuit.

10. Motor Control Center

a. Mechanical Tests

- i. Perform visual inspection for physical damage and proper grounding
- ii. Compare equipment nameplate data with design plans or starter information.
- iii. Inspect contacts (if accessible) and burnish if necessary.
- iv. Torque all accessible bolted connections and control circuits.

b. Electrical Tests

- i. Measure insulation resistance of each bus section phase to phase and phase to ground for one (1) minute.
- ii. Measure contact resistance of each phase.

11. Motor Control/Motor Starters Medium Voltage

a. Mechanical Tests

- i. Clean structure interiors and starter cells of accumulated dust, dirt, oil films and other foreign material by vacuum cleaner, dusting and solvents, as necessary.
- ii. Inspect contacts for wear and pressure.
- iii. Check for loose connections.
- iv. Check all connecting wiring for condition.
- v. Check arc chutes.
- vi. Check mechanical operation of starter for freedom from binding.
- vii. Check overload relay for proper setting.
- viii. Inspect for conformance with the starter's wiring diagram.
- ix. Perform visual inspection for physical damage and proper grounding
- x. Compare equipment nameplate data with design plans or starter information.
- xi. Torque all accessible bolted connections and control circuits.
- xii. Test electrical and mechanical interlocks for correct operation.
- xiii. Exercise active components and confirm correct operation of indicating devices.
- xiv. Use appropriate lubrication on moving current carrying components.

b. Electrical Tests

- i. Measure insulation resistance of each bus section phase to phase and phase to ground for one (1) minute.
- ii. Measure contact resistance of each phase.
- iii. Perform Vacuum Bottle Integrity Test, if applicable.

Qualifications:

- Field Staff:
 - NETA Levels:
 - L2 – 49
 - L3 – 29
 - L4 – 14
- RI PE License

- Tech within 1 hours for response
- RI Located technicians
- RI Resident Tech's

Notes and Clarifications:

1. This proposal includes labor, basic test equipment, and a written test report.
2. CE Power 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.
3. Any equipment found defective during inspection or testing will be brought to your immediate attention. Repairs will require written authorization prior to being performed. Repair work will be charged per CE Power applicable rates.
4. If this proposal covers troubleshooting it does not guarantee that the equipment will be repaired. CE Power 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.
5. Any delays experienced on site, not caused by CE Power, such as inclement weather, de-energizing/energizing equipment for the outage, equipment malfunction, coordination between trade(s), etc. may be subject to additional charges.
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. 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.
8. A charge will apply if work is cancelled within 48 hours of the scheduled date.

Narragansett Bay Commission Responsibilities:

1. Clear and free access to the work location and parking for required vehicles.
2. Provide adequate site conditions clear from mud, snow, and ice, as required. This includes removal of debris, snow or other obstructions for clear and safe access.

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 resources. The schedule for performance of this work scope must be confirmed with CE Power at the time of order placement.

Project Pricing:

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

	Coventry	Fields Point	Bucklin Point	Total
Year 1 (2021)	\$ 3,915.00	\$ 131,917.00	\$ 80,625.00	\$ 216,457.00
Year 2 (2022)	\$ 3,915.00	\$ 136,843.00	\$ 111,546.00	\$ 252,304.00
Year 3 (2023)	\$ 3,915.00	\$ 141,778.00	\$ 115,779.00	\$ 261,472.00
Year 4 (2024)	\$ 3,915.00	\$ 146,722.00	\$ 109,869.00	\$ 260,506.00
Total Contract Amount:	\$ 15,660.00	\$ 557,260.00	\$ 417,819.00	\$ 990,739.00

Terms:

Standard CE Power Terms and Conditions apply
 Terms: Net 30 days
 This proposal is valid for 60 days.

Proposal 839907, 839908, 839909, 840410, 840412, 840414, 840415, 840416 Acceptance Information

Proposal Number:	839907, 839908, 839909, 840410, 840412, 840414, 840415, 840416
Project Name:	Four Year Electrical Testing and Maintenance for Bucklin Point and Fields Point – Rev 1
Company Name:	Narragansett Bay Commission
Billing Address:	One Service Road Providence, RI 02905
Contact Name:	Eugene Sorkin
Email:	esorkin@narrabay.com
Contract Price:	\$ 990,739.00

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

CE Power
Attn: Mark Andolina
 40 Washington Street
 Westborough MA 01581
 Fax: 508-881-4814
 Email: mark.andolina@cepower.net

Acceptance of Proposal – The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance _____ Signature _____
 Printed Name _____

Purchase Order or Payment Reference _____

This form and any files transmitted with it may contain confidential material solely for the use of the individual or entity to which they are addressed. Whether you are the intended recipient or not, you are hereby notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. If you have received this form in error, please notify the sender and properly dispose of the material. Thank you.

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 its 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 reasonable 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 _____

CL2:459754_v3
Revised February 6, 2018

April 23, 2021

**Narragansett Bay Commission
One Service Road
Providence, RI 02905**

Attention.: Eugene Sorkin

Subject: CE Power, Proposal 839907, 839908, 839909, 840410, 840412, 840414, 840415, 840416
Four Year Electrical Testing and Maintenance for Bucklin Point and Fields Point – Rev 1

Dear Eugene,

CE Power appreciates this opportunity to be of service to **Narragansett Bay Commission**. You can be assured that our crews will work safely to provide you with a quality project. CE Power 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 508-259-0297 or by email at mark.andolina@CEPower.net.

Sincerely,



Mark S. Andolina
Sales Engineer

Description of Project:

Narraganset Bay Commission requires periodic electrical and testing service for the power distribution equipment in their facilities at Bucklin Point and Fields Point. CE Power (formerly 3C Electrical Company) currently performs this service under a three-year agreement with NBC. CE Power is available to continue this service for the next four (4) year term of this contract.

Equipment Scope:

The equipment scope is listed in "ATTACHMENT 1" of the NBC Bid No. 1380 and is included in this proposal pricing.

- BP electrical equipment list, MCA 2021.xlsx
- MCA 2017-2019 ATTACH1 Equipment list.xlsx

Work Scope:

CE Power will conduct the following work scope in support of this project:

1. Automatic Transfer Switch
 - a. Mechanical Tests
 - i. Check equipment service records for previous problems.
 - ii. Thoroughly clean interior and exterior of cabinet.
 - iii. Check for proper operation of door latch and interlocks.
 - iv. Visually inspect all wiring and connections for signs of tracking, overheating, and insulation deterioration.
 - v. Record all nameplate data, time delay settings, and voltage pickup settings.
 - vi. Check and tighten, where necessary, all control circuit, ground, and power connections.
 - vii. Check all manual switches for proper operation and contact movement.
 - viii. Visually examine relay finger contacts, main and arcing contacts, and auxiliary contacts. Clean and burnish, if necessary.
 - b. Electrical Tests
 - i. Measure and record normal and emergency phase currents, voltages, frequency, and main contact millivolt drops.
 - ii. Measure temperature of main contacts, connections, and cables with infrared spot detector.
 - iii. Measure insulation resistance phase to phase and phase to ground.
 - iv. Measure engine/generator battery voltage while standing and during cranking.
 - v. Verify proper transfer operation and sequencing of time control relays.
2. Switchboards
 - a. Mechanical Tests

- i. Visually inspect interior, exterior, support structure, bus, cables, entrances, raceways, insulators, and auxiliary equipment.
 - ii. Record all nameplate data.
 - iii. Thoroughly clean interior and exterior. Apply proper lubrication, where required.
 - iv. Torque all accessible bus and cable connections.
 - v. Verify proper operation of interlocks and auxiliary equipment, if applicable.
 - b. Electrical tests
 - i. Measure insulation resistance of main bus phase to phase and phase to ground.
 - ii. Verify proper operation of control equipment, if applicable.
3. Medium Voltage Air Switch
 - a. Mechanical Tests
 - i. Visually inspect switch, mechanisms, bushings, bus, fuses, and enclosure.
 - ii. Record all switch and fuse nameplate data. Check and record fuse rating for each phase.
 - iii. Thoroughly clean switch, bushings, and enclosure.
 - iv. Exercise switch mechanisms and check for proper operation. Apply proper lubrication where necessary. Verify proper operation of all interlocks.
 - v. Visually inspect contacts. Verify proper alignment. Burnish contacts if necessary. Apply proper lubrication where necessary.
 - vi. Torque all accessible bolted connections.
 - b. Electrical Tests
 - i. Measure contact resistance of each phase.
 - ii. Measure insulation resistance phase to phase and phase to ground.
4. Medium Voltage Vacuum Circuit Breakers
 - a. Mechanical Tests
 - i. Visually inspect circuit breaker and cubicle. Check alignment of breaker in cubicle. Verify proper operation of racking mechanism and shutter.
 - ii. Record all nameplate data.
 - iii. Thoroughly clean breaker and cubicle. Apply proper lubrication where required.
 - iv. Exercise breaker mechanisms and check for proper operation.
 - b. Electrical Tests
 - i. Measure contact resistance of each phase.
 - ii. Measure insulation resistance pole to pole and pole to ground.
 - iii. Verify proper operation of breaker closing and tripping circuits by operating controls and relays.
 - iv. Perform over-potential test on each vacuum bottle per manufacturer's instructions.
5. Medium Voltage Cables
 - a. Mechanical
 - i. Visually inspect terminations, grounding, splices, exposed cable and conduit.
 - ii. Record all cable data and approximate length.
 - iii. Torque connections where accessible.
6. Electrical Tests
 - i. Measure and record relative humidity and temperature.
 - ii. Perform a shield continuity test on each individual cable.

- iii. Perform hi-potential DC step voltage test per ANSI/IEEE Std. 141-1976. Test to be applied to each individual cable with all other cables grounded. Cable under test to be properly corona suppressed.
7. Liquid Filled Transformers
- a. Mechanical Tests
 - i. Visually inspect tank, bushings, pad, and auxiliary devices
 - ii. Record all nameplate data and gauge readings
 - iii. Clean bushings and gauges
 - iv. Torque all accessible bolted electrical connections
 - v. Check tightness of bolts at any leaks. Tighten if possible, clean oil residue
 - b. Electrical Tests
 - i. Perform dielectric absorption test winding to winding and windings to ground. Calculate and record polarization index for all tests
 - ii. Measure turns ratio
 - iii. Sample insulating liquid and perform the following ASTM tests:
 - 1. Dielectric breakdown
 - 2. Neutralization number
 - 3. Interfacial tension
 - 4. Visual/Color
 - 5. Moisture content
 - 6. Dissolved Gas Analysis (DGA)
 - 7. Power factor
8. Low Voltage Circuit Breakers
- a. Mechanical Test
 - i. Visually inspect circuit breaker.
 - ii. Record all nameplate and trip unit data.
 - iii. Thoroughly clean breaker.
 - iv. Exercise breaker mechanisms and check for proper operation.
 - v. Remove cover and inspect internal mechanisms and contacts. Burnish contacts if necessary. (Unsealed breakers only).
 - vi. Verify proper operation of interlocks, if applicable.
 - b. Electrical Tests
 - i. Measure contact resistance of each phase.
 - ii. Verify trip characteristics for long time, short time, ground fault, and instantaneous functions of each phase with primary current injection. Determine pickup level and delay time as required. Compare results with manufacturer's specifications.
 - iii. Measure insulation resistance pole to pole and pole to ground.
 - iv. Verify proper operation of auxiliary equipment and motor operator, where applicable.
9. Instrument Transformers – Current - 600V to 34.5kV
- a. Mechanical Tests
 - i. Visually inspect CT, interconnect wiring, and shorting terminals.
 - ii. Record all nameplate data.
 - iii. Torque all accessible electrical connections.
 - b. Electrical Tests

- i. Measure ratio and polarity.
- ii. Measure insulation resistance of secondary winding to ground.
- iii. Verify proper control wiring connections and polarities from transformer to all devices on circuit.

10. Motor Control Center

a. Mechanical Tests

- i. Perform visual inspection for physical damage and proper grounding
- ii. Compare equipment nameplate data with design plans or starter information.
- iii. Inspect contacts (if accessible) and burnish if necessary.
- iv. Torque all accessible bolted connections and control circuits.

b. Electrical Tests

- i. Measure insulation resistance of each bus section phase to phase and phase to ground for one (1) minute.
- ii. Measure contact resistance of each phase.

11. Motor Control/Motor Starters Medium Voltage

a. Mechanical Tests

- i. Clean structure interiors and starter cells of accumulated dust, dirt, oil films and other foreign material by vacuum cleaner, dusting and solvents, as necessary.
- ii. Inspect contacts for wear and pressure.
- iii. Check for loose connections.
- iv. Check all connecting wiring for condition.
- v. Check arc chutes.
- vi. Check mechanical operation of starter for freedom from binding.
- vii. Check overload relay for proper setting.
- viii. Inspect for conformance with the starter's wiring diagram.
- ix. Perform visual inspection for physical damage and proper grounding
- x. Compare equipment nameplate data with design plans or starter information.
- xi. Torque all accessible bolted connections and control circuits.
- xii. Test electrical and mechanical interlocks for correct operation.
- xiii. Exercise active components and confirm correct operation of indicating devices.
- xiv. Use appropriate lubrication on moving current carrying components.

b. Electrical Tests

- i. Measure insulation resistance of each bus section phase to phase and phase to ground for one (1) minute.
- ii. Measure contact resistance of each phase.
- iii. Perform Vacuum Bottle Integrity Test, if applicable.

Qualifications:

- Field Staff:
 - NETA Levels:
 - L2 – 49
 - L3 – 29
 - L4 – 14
- RI PE License

- Tech within 1 hours for response
- RI Located technicians
- RI Resident Tech's

Notes and Clarifications:

1. This proposal includes labor, basic test equipment, and a written test report.
2. CE Power 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.
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1. Clear and free access to the work location and parking for required vehicles.
2. Provide adequate site conditions clear from mud, snow, and ice, as required. This includes removal of debris, snow or other obstructions for clear and safe access.

Project Schedule:

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Company Name:	Narragansett Bay Commission
Billing Address:	One Service Road Providence, RI 02905
Contact Name:	Eugene Sorkin
Email:	esorkin@narrabay.com
Contract Price:	\$ 990,739.00

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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 its 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 reasonable 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 _____

CL2:459754_v3
Revised February 6, 2018



MAINTENANCE SERVICE PLAN (MSP)

SERVICE CONTRACT

Contract: NBC-012020-2

Contract Period:

Start Date: July 1st, 2020
Expiry Date: June 30th, 2024

NX Turbo Blower Models Covered:

<u>Model</u>	<u>Serial Number</u>	<u>Quantity</u>
NX350-C070	P15R-NX350-0001	1
NX350-C070	N15-NX350-0019	1

Blower Serial Number	Period July 1st, 2020 - June 30th, 2021 Maintenance Service Plan			Period July 1st, 2021 - June 30th, 2022 Maintenance Service Plan			Period July 1st, 2022 - June 30th, 2023 Maintenance Service Plan			Period July 1st, 2023 - June 30th, 2024 Maintenance Service Plan		
	EW	ERM	RTS	EW	ERM	RTS	EW	ERM	RTS	EW	ERM	RTS
	P15R-NX350-0001	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
N15-NX350-0019	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

EW = Extended Warranty ERM = Extended Routine Maintenance RTS = Remote Technical Support

Customer and End User: Narragansett Bay Commission

 Corporate Office Building
 1 Service Road
 Providence, RI 02905

Signatory: David Bowen
 DBowen@narrabay.com / 401-461-8848

Operating Contractor:

Designated Representative:



1. Introduction

The Maintenance Service Plan (MSP) applies to APG-Neuros supplied products carrying the APG-Neuros logo and APG-Neuros Nameplate. The MSP program protects customers' investments by providing warranty, maintenance, upgrade services and technical support.

APG-Neuros Maintenance Service Plan will take effect on the effective date and remains in effect through the expiration date. The Maintenance Service Plan (MSP) purchased by the customer or directly by the End User shall apply to the APG-Neuros products sold to the End User as clearly identified in this Agreement.

2. Complete Maintenance Service Plan (MSP)

The complete Maintenance Service Plan (MSP) offers coverage on the following items:

- I. Cost of repairing or replacing major component parts described below.
 - Blower core including
 - i. High efficiency Impeller
 - ii. Permanent magnet synchronous motor
 - iii. Bump-foll air bearings
 - iv. Diffuser fan
 - v. Motor casing
 - vi. Built in vibration sensor
 - vii. Built in temperature sensor
 - High performance variable speed drive / inverter
 - Input line reactor
 - Sine-wave (sinus) filter
 - Blower Local Control Panel, including PLC and all components
 - inside the control box, excluding the power supply
 - HMI touch screen
 - Provisions for remote control capability
 - Internal expansion joint
 - Internal vibration and dynamic effect absorption mounts
 - Discharge expander (discharge cone)
 - Blow off by-pass valve
 - Blow off silencer
 - Sound attenuating enclosure
 - Check Valve Body
 - Stop Valve Body
 - External Expansion Joint
 - Harmonic filter
 - Solenoid valve assembly



- II. On-site extended routine maintenance and technical assistance:
- One (1) per year, on-site inspections and refresher training including travel expenses and cost of replaced parts where applicable.
 - On-site inspection covers:
 - i. Inspection and cleaning/replacement of the air intake filters
 - ii. Inspection and cleaning of dirt and debris in enclosure, sealing as needed
 - iii. Bump start alignment of the core bearings
 - iv. PLC and HMI Software update when recommended
 - v. Inspection for loose connection and tightening as needed
 - vi. Verification of sensors function and replacement as needed
 - vii. Inspection of the control parameters in the context of the operating environment and adjustment if necessary
 - viii. Inspection of paint and fastener and applying touch-up or replacement as needed
 - ix. On demand on-site technical assistance excluding travel expenses
 - x. As needed remote technical assistance
 - xi. Check the condition of the pre-filter system to prevent any debris or excessive dust coming into the enclosure.
- III. Additional services
- Periodic reports on operation and diagnostic when available on operating units
 - Upgrades with mandatory or recommended product improvements
 - Priority on requested service call
 - Priority on remote technical support (Gold level)
 - i. Response time within 1 hour
 - ii. Hours of technical support up to 150 hours
 - Priority on replacement of major components
 - Priority access to replacement core and/or exchange program
 - Priority access to temporary core replacement (at no charge) while the original core is out for repairs

The Consumables and Life Limited Parts listed below are excluded from the MSP coverage

- Air Filters elements, except during the annual Extended Routine Maintenance visit
- BOV orifice diaphragm
- Butterfly replaceable internal seals
- Check valve replaceable internal seals and springs
- Coolant Fluids
- Fuses
- Gaskets
- Hardware such as fasteners, nuts and bolts and paint when exposed to undeclared corrosive environment
- Power supplies LCP-PLC
- Thermocouple and thermocouple connectors and transmitter
- Transformer 560/480 - 11 0/220 V



Maintenance Service Plan (MSP) Agreement

1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the same meaning as set forth in the License Agreement.

- a. **"End User"** means a recipient of Warranty Services.
- b. **"End User Site"** means those End User Sites for which End User intends to utilize the Warranty Services.
- c. **"Error"** means a malfunction in the APG-Neuros products that degrades the use of the APG-Neuros product.
- d. **"Fix"** means the repair or replacement of components of the APG-Neuros product to remedy an error, or correct a malfunction.
- e. **"Modified"** shall refer to modifications to the APG-Neuros Products that have not been authorized by APG-Neuros through a valid agreement with APG-Neuros.
- f. **"Priority A"** means an Error that (1) renders the APG-Neuros Products Inoperable or (2) causes the APG-Neuros Products Inoperable.
- g. **"Priority B"** means an Error that affects performance of the APG-Neuros Products, but does not prohibit use of the APG-Neuros Products.
- h. **"Priority C"** means an Error that causes only minor impact on the use of the APG-Neuros Products or Errors that are neither Priority A nor Priority B.
- i. **"APG-Neuros Products"** shall refer to the singular or the plural, as the case may be, and to the specific product or service release together with all documentation, materials, updates and add-on components or modules.
- j. **"Workaround"** means a change in procedures followed or data supplied to avoid an Error without significantly impairing the APG-Neuros Products.
- k. **"Consumables"** means the parts that are subject to wear and tear during operation.
- l. **"Life Limited Parts"** means the parts that have expiry life expressed in number of calendar time, operating hours or cycles.
- m. **"Mandatory Upgrades"** are Upgrades or Inspections, as defined in the Mandatory Service Bulletin, when complied with, will permit continued product operation in accordance with the existing or revised limitations as defined in the Mandatory Service Bulletins.
- n. **"Recommended Upgrades"** are Upgrades or Inspections, as defined in the Recommended Service Bulletin, when complied with, the changes, modifications, improvements or Inspections will benefit the End User / Operator. Although highly recommended, Recommended Upgrades are not considered mandatory at the time of issuance.



- o. "Optional Upgrades" are Optional Upgrades or Inspections, as defined in The Optional Service Bulletins. Compliance with the Optional Upgrades, changes, modifications, improvements or inspections is at the End User/ Operator's discretion.

2. CONTRACT PERIOD

- 2.1. Contract Service Period and Renewal. End User acknowledges and agrees to purchase the MSP for, at the period specified in the "Contract Service Period". Ninety (90) days before the end of the current Contract Service Period and for each subsequent Service Period APG-Neuros will provide a new contract proposal with updated prices and terms and conditions. The End User must notify APG-Neuros in writing not less than Sixty (60) days prior to the end of the then current service period of its decision to renew the Maintenance Service Plan.
- 2.2. Additional Warranty and Services Prices. Any additional options must be covered by the Warranty and Services. In the event that End User purchases additional APG-Neuros Products or APG-Neuros Product Components during the MSP Period, APG-Neuros will provide an updated invoice reflecting the revised configuration and/or additional components and the additional Warranty Fee, pro-rated for the remainder of the Warranty Period, which End User agrees to pay. Annual prices unless otherwise stated do not include costs of any recommended hardware, shipping charges, taxes, or other expenses incurred by APG-Neuros at End User's request and upon End User's prior approval in connection with the duties performed by APG-Neuros under this Warranty and Services Plan. APG-Neuros requires End User to issue Purchase Order for additional products and services and payment of invoices within thirty (30) days of invoices for charges or expenses.
- 2.3. Should End User allows its MSP Plan with APG-Neuros to lapse for any period, End User acknowledges that APG-Neuros will require End User to pay reinstatement charges equal to APG-Neuros' then current Warranty prices for the lapsed period.

3. SCOPE OF SERVICES

The following services ("Warranty and Services") will be provided in accordance with the priority level specified in Section 5 below:

- 3.1. Email and Telephone Support. The support provided to End User shall be commercially reasonable efforts in solving problems related to the APG-Neuros Products that arise in connection with End User's proper and authorized use of the APG-Neuros Products. End User shall provide to APG-Neuros' technical representatives reasonably detailed documentation and explanation, together with underlying data, to substantiate any such problem and to assist APG-Neuros in its efforts to diagnose and correct the problem. Such support should not be used in lieu of training or consulting services that are available through an Authorized APG-Neuros agent or provided by APG-Neuros.
- 3.2. Updates and Upgrades. Updates and Upgrades shall be provided to the APG-Neuros Product at no additional cost as during the annual inspection or during site visits when APG-Neuros determines them to be critical for the continued operation. Updates and Upgrades do not include any trade-ups to different products; but special trade-up pricing may be available to End User within APG-Neuros' sole discretion.
- 3.3. Current Product Warranty. Warranty and Services are available for the current configuration of the APG-Neuros Products and the previous configuration provided that all Updates have been installed. APG-Neuros personnel are available to answer questions related to the APG-Neuros Products and the performance of the APG-Neuros Products.



3.4. OBSOLESCENCE: Should current components of the Turbo Blower become obsolete while the customer is under the MSP program, the change to a different brand may become mandatory and will be incorporated at no additional cost for the customer. The new brand replacements will be selected by APG-Neuros at its own discretion to provide the same functionality as component being replaced. Should the End User wish to upgrade to a different brand, the cost difference will be discussed and agreed to in writing with the End User prior to incorporation.

4. LIMITATIONS/EXCLUSIONS

4.1. Support Obligations. APG-Neuros shall have no obligation to support:

- a) Altered, damaged or Modified APG-Neuros Products;
- b) Errors caused by End User's negligence, hardware misuse or other causes beyond the reasonable control of APG-Neuros;
- c) APG-Neuros Products installed or operated in an environment not supported by APG-Neuros Operation and Maintenance Manuals.

Note: APG-Neuros is aware that the Field's Point site is located on an industrial site in proximity to outside coal storage and scrap metal piles that produce air-borne dust. APG-Neuros has required installation of additional pre-filtering equipment to address these existing site conditions, and with this equipment, and its continued maintenance involving periodic filter changes, the air-borne dust shall not be a reason for APG-Neuros to refuse their obligation to support the blowers at this site.

4.2. Custom Applications. Assistance in the development of custom components for and/or from APG-Neuros Products is not included in the Warranty and Services.

4.3. Designated Employees. Only designated employees of End User and designated employees of its operating company may contact APG-Neuros for the provision of the Warranty Services. End User shall designate one (1) employee at each of its End User Sites to act as the point of contact for the execution of the contractual agreements. The End User shall designate up to three (3) employees from the site operating company to handle technical support issues on behalf of that End User Site. Access to technical support is limited to the Designated Representatives. Exceptions may be made in the case of an emergency. Changes to designated representatives must be made in writing to APG-Neuros.

4.4. End User Equipment. End User is responsible for the provision and Warranty of all End User equipment, communications or technology interfaces needed to operate the APG-Neuros Products and to communicate with APG-Neuros to provide the Warranty and Services. All claims for defective products, parts or service must be made in writing immediately upon discovery.

5. PRIORITY LEVEL OF ERRORS

5.1 APG-Neuros will use commercially reasonable efforts to correct and/or provide a Workaround for any Error reported by End User in accordance with the priority level reasonably assigned to such Error by APG-Neuros and the associated response obligations set forth below:

- Within 24 hrs. APG-Neuros acknowledges the customer claim, contacts customer for preliminary troubleshooting and assesses the urgency. APG-Neuros promptly initiates the following procedures: (1) assigns APG-Neuros specialist(s) to correct the Error; (2) provides ongoing communication on the status of the correction; and (3) immediately begins to provide a Workaround or a Fix.
- Within 48 hrs. APG-Neuros proposes a course of action to customer to put the unit back in operation.



- Within 72 hrs. Customer agrees in writing to the proposed course of action prior to its implementation.

5.2 Correction of Failures: APG-Neuros shall complete End User's Services to correct a Failure in accordance with the plan for correction agreed to by APG-Neuros and Customer. APG-Neuros' Services to correct a Failure shall be performed expeditiously, without unreasonable delay, and shall in all cases be completed and shall correct the failure not later than ten (10) days after the receipt of notice of customer's approval of a plan for correction. Customer is entitled to comments and may suggest adjustments to the proposed course of action, APG-Neuros then reiterates the course of action within 24 hours.

6. PRICES

The yearly price of the Maintenance Service Plan (MSP) is shown on the table below.

Blower Serial Number	Period July 1st, 2020 - June 30th, 2021 Maintenance Service Plan			Period July 1st, 2021 - June 30th, 2022 Maintenance Service Plan			Period July 1st, 2022 - June 30th, 2023 Maintenance Service Plan			Period July 1st, 2023 - June 30th, 2024 Maintenance Service Plan		
	EW	ERM	RTS	EW	ERM	RTS	EW	ERM	RTS	EW	ERM	RTS
P15R-NX350-0001	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
N15-NX350-0019	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Yearly Price: US \$31,869.50			Yearly Price: US \$31,869.50			Yearly Price: US \$32,825.58			Yearly Price: US \$33,810.35		

EW = Extended Warranty ERM = Extended Routine Maintenance RTS = Remote Technical Support

The Price will be subject to three percent (3%) increase per year on the third and fourth Period. See details below.

Summary of yearly price with applicable coverage as per table above:

Period: July 1st, 2020 – June 30th, 2021
Price: US \$31,869.50

Period: July 1st, 2021 – June 30th, 2022
Price: US \$31,869.50

Period: July 1st, 2022 – June 30th, 2023
Price: US \$32,825.58

Period: July 1st, 2023 – June 30th, 2024
Price: US \$33,810.35

7. PAYMENTS

The invoices for annual fees will be issued on July 1st of each year and payment will be due during thirty (30) days from the date of the issue of the invoice.

8. TERMS AND CONDITIONS

These Terms and Conditions shall apply to the Warranty.

Services provided to End User by APG-Neuros, as hereinafter defined. BY ACCEPTING WARRANTY SERVICES END USER AGREES TO BE BOUND SOLELY AND EXCLUSIVELY BY THESE TERMS AND CONDITIONS, NOTWITHSTANDING ANY



ADDITIONAL OR CONFLICTING TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN DOCUMENTATION ISSUED BY END USER.

- a. **Limited Warranties, Disclaimers and Limitations.** APG-Neuros warrants that the Warranty Services will be provided in a good and workmanlike manner and by qualified individuals with suitable training, education and experience to perform the Warranty Services, NOTWITHSTANDING THE FOREGOING. APG-NEUROS MAKES NO WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE WARRANTY SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL APG-NEUROS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCTS OR SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL APG-NEUROS' LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE WARRANTY PLAN DURING THE TWELVE (12) MONTHS PRIOR TO AN EVENT PURSUANT TO WHICH LIABILITY IS ALLEGED, OR THE LOWEST AMOUNT UNDER APPLICABLE LAW, WHICHEVER IS LESS. Some jurisdictions, states or provinces do not allow limitations on implied warranties, so the above limitations may not apply to particular customers.
- b. **Dispute Resolution and Governing Law.** If a dispute, controversy, or claim arises out of or relates to this Agreement, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in good faith by mediation with an independent mediator selected by mutual agreement of the Parties. If the parties are unable to agree on a mediator, mediation shall be administered by the Rhode Island Arbitration Association under its Expedited Arbitration Rules. If the matter has not been resolved pursuant to mediation within thirty (30) days of the commencement of such mediation, then any unresolved dispute, controversy, or claim arising out of or relating to this Agreement, its termination or non-renewal, or the breach thereof, shall be settled by arbitration by a single neutral arbitrator who is a former provincial or federal judge. Venue shall be the State of Rhode Island. The decision of the arbitrator shall be final, non-appealable and binding upon the parties, and it may be entered in any court of competent jurisdiction. The arbitrator shall be bound by the laws of the State of Rhode Island and all rules relating to the admissibility of evidence, including, without limitation, all relevant privileges and the attorney work product doctrine. The arbitrator shall have the power to grant equitable relief including attorney's prices and costs, where applicable under law and shall not be entitled to make an award of punitive damages. The obligation of the parties to submit any dispute arising under or related to this Agreement to arbitration as provided in this Section shall survive the expiration or earlier termination of this Agreement.
- c. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Rhode Island, without regard to conflict of laws principles. The Superior Court for the State of Rhode Island, or if federal jurisdiction does not exist, then the appropriate courts of the State of Rhode Island located in the City of Providence shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement that cannot be resolved through arbitration, and the parties hereby submit themselves to the jurisdiction of said courts.
- d. **Assignment.** APG-Neuros may subcontract or assign its obligations under this Agreement in whole or in part, or any rights or duties hereunder, without the prior written consent of Licensee, provided such assignee can fully satisfy APG-Neuros' obligations hereunder. Licensee may assign the Program in whole, but not in part, upon prior written notice to APG-Neuros solely in the event of a merger, sale or other disposition of all or substantially all of the assets of Licensee.



- e. Termination. APG-Neuros may in its discretion discontinue or modify the Warranty Services available to End User; provided, however, that if APG-Neuros materially modifies the Warranty and Services in a manner adverse to End User, End User may elect to terminate the contract and receive a prorated refund of prices paid.

Designated Representative

End User:

Name: David Bowen
Email: DBowen@narrabay.com
Telephone: 401-461-8848
End User Signature

Name: David Bowen Date:

APG-Neuros

Name: Omar Hammoud, President and CEO
Email: ohammoud@apg-neuros.com
Telephone: (450) 939-0799
APG-Neuros Signature:

Name: Omar Hammoud Date:

Dear Lindsey,

We appreciate your invitation to quote on an Atlas Copco Service Plan.

Service plans are specially designed to assure our customers high equipment efficiency and availability at minimum overall costs and worry-free operation. Atlas Copco will relieve you of the burden of maintenance planning and will take over responsibility for servicing your equipment on a regular basis.

When service is due, you will be notified and a mutually suitable date will be arranged. This will significantly reduce the chances of a breakdown, as potential problems will be recognised in advance and appropriate preventive measures can be taken before any problems occur and your production is jeopardized.

Atlas Copco is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Carl McLaughlin
Service Sales Manager
92 Interstate Dr
West Springfield, MA 01089
Cell: 508-372-5901
carl.mclaughlin@atlascopco.com



Table 1 - Pricing and Services Summary

Machine Description	Serial Nr	Yearly Running hours	Service Type	Planned visits	# of visits per year	Plan Duration	Number of oil changes	Oil type	Planned element overhaul included	Planned main motor overhaul included	Electrical parts included	Cooler cleaning included	Annual price
ZM18604	UTF125D21	4000	TR	B A C A D	1	6 Years	6	PO-100	YES	N	N	N	\$25,387.44
ZM18604	UTF125LZ1	4000	TR	B A C A D	1	5 Years	6	PO-100	YES	N	N	N	\$25,387.44
Annual Total:												\$60,774.88	

Running hrs per year - Estimated yearly running hours for each machine – in case limits are exceeded by 1,000h, pricing are subjected to review

Type = TR - Type of agreement for each specific machine, in this case, TR means Total Responsibility. The Total Responsibility Plan is our commitment to take complete care of your compressor, with on-time maintenance by expert service engineers, genuine parts, proactive upgrades and improvements, and a built in overhaul in Houston. Best of all, it includes total risk coverage. This means we take care of all repairs, even breakdowns, without extra charges

Total visit schedule - Foreseen preventive maintenances on the duration of this agreement

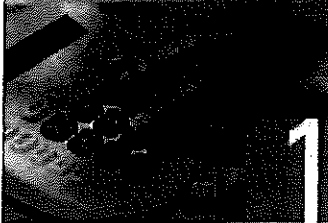
Compressor element, main motor overhaul, electrical parts and cooler cleaning – indicate if these parts (when quoting a TR) are included

*More details referring to each service plan level can be found in the following pages of this quote, and also in the terms and conditions sheet.



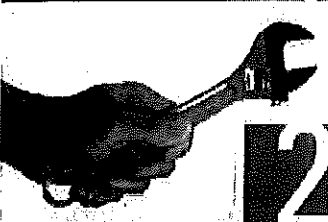


REASONS to rely on Atlas Copco Customer Support Plans



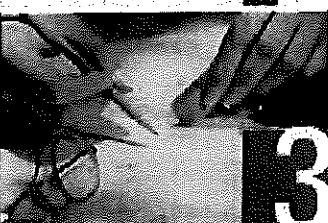
1 *Most cost effective approach*

A periodic check of your installation keeps your maintenance costs down. And when the costs are fixed and known in advance, you will have less administration costs and avoid unbudgeted surprises.



2 *Longer life expectancy of your compressor installation*

Regular maintenance significantly lowers the risk of deterioration and ensures that your installation will last longer. Our technician will notice and replace poorly working parts. A quick reaction and change of parts keep the machine running longer in working conditions.



3 *Reliability, quality and productivity*

Regular and well-performed maintenance assures the reliability of your installation and the quality of your compressed air. This way you lower the risks of a possible loss of quality of your production or a breakdown followed by production loss, which ultimately leads to lower profitability.



4 *Global presence, local service*

Atlas Copco Customer Support Plans are not limited by borders; from the extreme cold of Northern Canada to the deserts of central Australia, our approximately 3000 factory trained technicians are never more than a phone call away. Combined with our genuine parts distribution system, operating 24/7, you can rest assured your production continuity is in safe hands.



5 *Energy savings*

Regular replacement of worn out parts combined with the use of genuine Atlas Copco parts make your compressed air installation last longer and cause a minimal average pressure drop, which leads to energy savings.



Activities List – Both ZM 186-04's

ZM Blower(s) - TR Schedule				
Visit Intervals	4000 hrs	8000 hrs	16000 hrs	40000 hrs
Activities	Visit A	Visit B	Visit C	Visit D
Visually Inspect	X	X	X	X
Check / clean all controls, panels and sensors	X	X	X	X
Change air filter element(s), and Cabin Filter	X	X	X	X
Check vibration, temperatures and oil level	X	X	X	X
Change oil / grease in Blower and Motor	X	X	X	X
Check Alignment	X	X	X	X
Replace Cooling Fans		X	X	X
Change coupling Packs and Hardware		X	X	X
Change bearings and seals				X
Repair 18" Check Valve				X
Overhaul Blower in Houston				X

Parts Lists – Both ZM 186-04's

A Visit	
Description	Total Required, Per Visit, for Both Machines
Main Filter	4
Drive Filter	2
Blower Oil - PO-100	16
Motor Grease	4
B Visit	
Description	Total Required, Per Visit, for Both Machines
Main Filter	4
Drive Filter	2
Blower Oil - PO-100	16
Motor Grease	4
Coupling Disc Pack	4
Coupling Bolt Kit	4
Cooling Fans	4
B Visit	
Description	Total Required, Per Visit, for Both Machines
Main Filter	4
Drive Filter	2
Blower Oil - PO-100	16
Motor Grease	4
Coupling Disc Pack	4
Coupling Bolt Kit	4
Cooling Fans	4
D Visit	
Description	Total Required, Per Visit, for Both Machines
Overhaul in Houston	2
Motor Grease	4
Coupling Disc Pack	4
Coupling Bolt Kit	4
18" Check Valve Repair Kit	2

Pre Work Site Assessment

Location/Customer site: _____ Date: _____

<u>Risk Analysis</u>	Yes	No	N/A	Corrective Action Taken?
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied by the customer?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

<u>Site Specific Requirements</u>	Yes	No	N/A	If yes, then how many hours?
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

The following conditions apply to the above:

1. This agreement may be cancelled by either party with 30 days written notice. The customer is entitled for a refund for any services that haven't been performed but already paid for.
2. Atlas Copco reserves the right to not renew a service agreement after expiry of the term.
3. The breakdown provision in a TR includes labour, parts and travel for breakdown of components contained within the compressor frame and canopy over the term of the agreement.
4. Customer must make the compressor available for an overhaul (and pay for an overhaul if XT, PM or IP option is selected) if SPM readings or other metrics indicate the need for an overhaul. If this is not the case then Atlas Copco's responsibility, when under a TR, to cover breakdowns will cease.
5. Overhauls are generally performed on site, otherwise freight costs and other costs may apply.
6. When under a TR, after an overhaul is performed, the agreement can only be cancelled by paying the list price for the overhaul maintenance.
7. Repairs or upgrades beyond the overhaul scope will be invoiced separately after authorisation by the customer.
8. Alternative air supply is not covered by service plans.
9. Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters and due to maintenance due over 60 days are not covered by service plans.
10. Neither party shall be liable for any special, indirect, incidental, punitive or consequential damages, including, but not limited to, loss of total or partial use of products, downtime cost, loss of profits or revenues.

This quote is valid for 30 days from generation.

Number of invoices per year: _____

Agreement duration: _____

P.O. / Agreement # _____

Expiry date _____

By signing this agreement you are authorizing Atlas Copco Compressors LLC to automatically invoice as detailed above, using the PO/agreement number stated in this document. This agreement and the associated invoicing can be cancelled with 30 days written notice.

Pricing includes freight.
Pricing does not include any applicable taxes.

Pricing applies to services performed during normal working hours, weekdays, from 8am -- 5pm
Atlas Copco SERVICE TERMS AND CONDITIONS form an integral part of this quotation
Quoted service type 'Definitions and Conditions' apply.

Quote Nr.: 179200295

Atlas Copco Compressors LLC
 Signature Carl McLaughlin
 Printed name Carl McLaughlin
 Date 1-20-2022

NARRAGANSETT BAY COMMISSION
 Signature _____
 Printed name _____
 Date _____



Service Terms and Conditions
(Revised April 20, 2011)

Atlas Copco Compressors LLC (a Delaware limited liability company having its principal place of business at 1800 Overview Drive, Rock Hill, South Carolina 29730, USA) is referred to herein as "Atlas Copco", and the customer or legal entity purchasing a service from Atlas Copco is referred to as the "Customer".

These Service Terms and Conditions along with Atlas Copco's applicable proposal/quotation ("quotation") constitute the complete and exclusive statement and understanding of the terms of the agreement governing the supply of service by Atlas Copco to the Customer. The Customer's issuance of a purchase order and/or the Customer's acceptance of any work performed by Atlas Copco shall constitute acceptance of these Service Terms and Conditions. Notwithstanding any contrary provision in the Customer's purchase order or other document, commencement of performance by Atlas Copco shall not constitute acceptance of the Customer's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the these Service Terms and Conditions. Any and all terms, conditions, and other provisions from the Customer (whether or not contained in a request for quotation, purchase order, or otherwise) which are inconsistent with or in addition to these Service Terms and Conditions are rejected and shall not be binding on Atlas Copco. No waiver, alteration, amendment, or other modification of these Service Terms and Conditions shall be binding on Atlas Copco unless made in a writing (identifying the applicable quotation number and clearly identifying and agreeing to the modification) signed by an authorized Atlas Copco manager at Atlas Copco's offices.

1. Quotation Validity

Unless otherwise expressly stated in the quotation, the quotation is valid for a period of 30 days after it is issued by Atlas Copco. Beyond that, quotations will require confirmation or adjustment by Atlas Copco.

2. Terms of Payment

Unless otherwise expressly agreed in writing by Atlas Copco, each invoice is due and payable 30 days after the invoice date. The Customer shall have no rights to any setoffs relating to any payments due under this Agreement. Atlas Copco reserves the right to charge interest at the lower of an annual rate equal to 12% or any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment, in the event of late payment.

3. Price Adjustments

a. If the term of this Agreement (or of a specific Service Plan within this Agreement) or of any renewal term is less than three years, the annual price is subject to an adjustment (at Atlas Copco's discretion) on completion of each twelve months from the commencement date (hereinafter referred to as the "review date"); however the price increase at each such review date shall not exceed 5% of the preceding twelve month period's price. It is expressly understood that this paragraph does not apply to Service Plans having a term of three years or longer. For example, it is expressly understood that upon any renewal of any 3-year or 5-year Service Plan, the new price may be more than 5% higher than the old price.

b. Regardless of the duration of the term and even if the price is stated as a fixed annual price, the price is subject to an adjustment at any time during the term if any major change occurs in the operating or site conditions of the compressor. Major changes to the operating or site conditions of the compressor include but are not limited to: Customer's act of moving the compressor (even within the facility), or placing another piece of equipment in such a way that coolant air inflow into the compressor is affected, or making electric power-related changes, or exceeding the compressor's estimated yearly running hours (specified in the quotation's Pricing and Services Summary, in the column entitled "Estimated Running Hours per Year") by more than one thousand (1,000) hours. In addition, the price is subject to an adjustment at any time if there is any addition of service.

4. Taxes

The price does not include taxes. Any and all applicable taxes will be added to any price payable by the Customer.

5. Service

a. Atlas Copco will provide the number of visits indicated in the quotation's Pricing and Service Summary (in the column entitled "Visits per Year") to carry out, on the specific compressor identified in the quotation, the activities specified in the quotation's Activities List for the specific compressor. The activities will be performed by Atlas Copco in accordance with the compressor's instruction manual or as determined by the compressor's operating context. After each visit, an electronic service report will be provided by Atlas Copco to the Customer. The service report will outline the service provided and any repairs recommended. (Repairs are not within the services supplied under this Agreement, unless expressly set forth otherwise in this Agreement.) The service report must be signed by a Customer representative, thereby verifying the work, as specified, has been completed.

b. If this Agreement specifies that the compressor is serviced under a Preventative Maintenance Plan, "Total Responsibility" Plan, or AirXtend, Atlas Copco will provide all spare parts, consumables, labor, and travel deemed applicable by Atlas Copco to perform the activities specified in the quotation's Activities List for each above-mentioned visit for the compressor, subject to the limitations set forth in Section 6 below. If this Agreement specifies that an Inspection Plan applies to the compressor, Atlas Copco will provide all labor and travel deemed applicable by Atlas Copco to perform the activities specified in the quotation's Activities List for each above-mentioned visit for the compressor, subject to the limitations set forth in Section 6 below.

c. If this Agreement specifies that the compressor is serviced under a "Total Responsibility" Plan or "AirXtend", the repair of unexpected compressor failures influencing the function of the compressor are within the services supplied under this Agreement at no extra charge for the costs of labor and the spare parts required to restore function of the compressor, subject to the limitations set forth in Section 6 below.

d. Atlas Copco will contact the Customer before the visit. All work will be performed during Atlas Copco's normal working hours (8:00 am to 6:00 pm, Monday through Friday excluding public holidays), except to the extent Atlas Copco and the Customer agree otherwise in writing. If Atlas Copco agrees to perform work outside of Atlas Copco's normal working hours, Atlas Copco reserves the right to charge the Customer extra in accordance with Atlas Copco's applicable rates. Irrespective of the foregoing, if this Agreement specifies that the compressor is serviced under a "Total Responsibility" Plan or "AirXtend", Atlas Copco will at no extra cost to the Customer perform (only) the above-mentioned breakdown service outside of Atlas Copco's normal working hours, subject to availability of Atlas Copco's service personnel and the limitations set forth in Section 6 below.

6. Limitations of Service Obligations

a. Atlas Copco shall not be obligated to inspect or service any compressor under this Agreement (whether under a "Total Responsibility" Plan, "AirXtend" or otherwise) in the event of:

Atlas Copco

(i) Customer's failure to perform any of its responsibilities set forth in Section 7 below, including but not limited to the Customer's responsibility to perform daily and weekly (8 and 40 hour) servicing and inspection on the compressor in accordance with the compressor's instruction manual;

(ii) Any failures influencing the function of the compressor caused by unforeseen circumstances including, but not limited to, accidental or willful damage to the compressor by the Customer or a third party, failure of electric power for the compressor (or interruption or fluctuations of electric power, or out-of-specification electric power), improper quality and/or quantity of air going into the compressor, introduced contamination, or improper repair, servicing, or alteration of the compressor by the Customer or a third party; or

(iii) Operation outside specified parameters

b. Even if this Agreement specifies that the compressor is serviced under a "Total Responsibility" Plan and specifies that the service and price includes planned element overhaul and/or planned motor overhaul, the Customer shall bear the cost (including labor, parts, and travel) for any and all such overhauls that Atlas Copco performed on the compressor, if the Customer terminates this Agreement (or the specific Service Plan within this Agreement which covers the specific compressor) prior to the end of its stated expiration. In connection with any such early termination, Atlas Copco will invoice the Customer for any and all such overhauls previously performed by Atlas Copco.

c. If this agreement specifies that the equipment is serviced under a Preventive Maintenance Plan, electrical components not supplied as a standard component of the compressor package are not within the services of this Agreement.

d. Temporary hire of compressors/ alternative air supply is not included to cover compressor outages unless specifically agreed in writing signed by an authorized Atlas Copco manager.

7. Customer Responsibilities

Customer shall (even if a "Total Responsibility" Plan or any other Service Plan applies to the compressor) do all of the following:

a. Perform daily and weekly (8 and 40 hour) inspection on the compressor in accordance with the compressor's instruction manual (including in the manual's preventative maintenance schedule);

b. Keep the compressor within the environmental conditions (including but not limited to temperature range, humidity range, and other factors), and operate it as recommended in the compressor's instruction manual and in accordance with recommendations (if any) of Atlas Copco's service specialists.

c. Ensure that water in the compressor's cooling circuits (if applicable) and ventilation is within the limits of quality, quantity and temperature as recommended by Atlas Copco.

d. Use only genuine Atlas Copco Parts and Lubricants approved by Atlas Copco.

e. Advise Atlas Copco immediately of any changes of compressor operational conditions or site conditions and any malfunctions or failures that may influence the proper functioning of the compressor.

f. Provide Atlas Copco with free and full access to the compressor, during previously agreed-upon times, to perform scheduled visits pursuant to this Agreement. The Customer will at its own cost supply adequate lighting, power, and other facilities to which Atlas Copco may reasonably need access to in connection with performing the service. If Atlas Copco's service technician has to wait for more than thirty minutes for access to the compressor during a scheduled visit, additional hour charges may apply. If the technician is not allowed in and a new visit has to be scheduled, the Customer shall bear the mileage and displacement time charges.

g. If any forklift and/or other lifting or rigging equipment is necessary (as reasonably determined by Atlas Copco) for Atlas Copco to perform any activity under this Agreement, the Customer shall supply such lifting/rigging equipment at the Customer's own cost together with sufficiently skilled and qualified labor in connection therewith.

h. Take the necessary action on compressor repairs recommended by Atlas Copco.

i. Make the compressor available for an overhaul of the compressor's element and/or main motor (and pay extra for the overhaul unless the compressor is serviced under a "Total Responsibility" Plan which is not terminated by the Customer before expiry of its term) if shock pulse monitoring ("SPM") readings by Atlas Copco or other metrics indicate the need for an overhaul. If the Customer fails to do this, then Atlas Copco's responsibility to provide service for the compressor under this Agreement will cease. Overhauls are generally performed on site, otherwise freight costs and other costs may apply. After an overhaul is performed, this Agreement can only be terminated early by the Customer paying the list price for the overhaul.

j. Promptly return any and all hardware and software (including but not limited to AIRConnect remote monitoring products) furnished by Atlas Copco in connection with this Agreement, upon expiration/termination of the Service Plan, unless expressly agreed otherwise by Atlas Copco.

8. Software License

Any and all software and source code and all revisions thereof embedded in or otherwise associated with any service or product (whether AIRConnect remote monitoring or otherwise) furnished by Atlas Copco (the "Software") is and shall remain the proprietary property of Atlas Copco (and/or its licensors), and in no event will title thereto be sold or transferred to the Customer. Subject to the Customer complying with all terms and conditions of this Agreement, Atlas Copco grants to the Customer a revocable, non-exclusive, non-transferable license to use, until termination or expiration of the Service Plan (whichever occurs first), the Software solely in accordance with the use intended by Atlas Copco. The Customer may not make copies, may not transfer, and may not export the Software unless expressly agreed in a written agreement signed by authorized representatives of Atlas Copco and the Customer.

9. Warranty

a. Warranty on parts and labor supplied under this Agreement will be in accordance with the warranty provisions of the equipment.

b. Should a "Total Responsibility" Plan or "AirXtend" be in place for the compressor, then the warranty parts, warranty labor and travel costs will be borne by Atlas Copco for the duration of the "Total Responsibility" Plan or "AirXtend".



- c. For all other service plans, the warranty on parts is 90 days and labor 30 days from the date of site attendance. Travel costs and accommodation are not included and will be charged to the Customer at the rates ruling at the date of site attendance.
- d. Repair or replacement of non-conforming parts and re-performance of labor (in a workmanlike manner) shall be the Customer's exclusive remedy with respect to the quality of or any defect in the parts or other material or associated services delivered or performed hereunder.
- e. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY OR OTHERWISE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

10. Termination

- a. This Agreement (or a specific Service Plan for a specific compressor under this Agreement) may be terminated before the expiry of the term by mutual agreement in writing of the parties.
- b. Either party may terminate this Agreement (or a specific Service Plan for a specific compressor under this Agreement) before the expiry of the term upon 30 days written notice of termination to the other party.
- c. Atlas Copco shall at any time be entitled to terminate this Agreement, or to suspend its performance under this Agreement, with immediate effect by notice in writing to the Customer:
 - (i) In the event of any major change to the operating or site conditions of the compressor;
 - (ii) If Customer neglects to perform the Customer's daily/weekly inspection and maintenance responsibilities set forth in this Agreement;
 - (iii) If the Customer commits any continuing or material breach of any term of this Agreement and in the case of such breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice to do so from Atlas Copco;
 - (iv) If the Customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the Customer; or
 - (v) If the Customer ceases or threatens to cease to carry on business.
- d. Upon termination, the Customer is entitled to a refund for any services that have not been performed but already paid for.

11. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR FACILITIES OR SERVICES, DOWNTIME COST, LOSS OF PROFITS, AND LOSS OF REVENUE, WHETHER BASED ON CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE CUMULATIVE TOTAL LIABILITY OF ATLAS COPCO ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR ANY SERVICES FURNISHED UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE PRICE PAID BY THE CUSTOMER TO ATLAS COPCO FOR THE SERVICE TO THE SPECIFIC COMPRESSOR(S) GIVING RISE TO THE CLAIM.

12. Force Majeure

The performance of any obligation under this Agreement shall be postponed during the period if any of the following reasons prevents totally or partially the due performance of such obligation: Act of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority or any other reason beyond the control of the parties.

13. Environmental Disclaimer

The environmental management at any site on which any compressor is used is the responsibility of the Customer. Atlas Copco shall not be liable for any violation by the Customer of any environmental law or regulation, including but not limited to any law or regulation pertaining to noise, water, atmosphere, air, sewer, hazardous waste, disposal, etc.

14. Miscellaneous

(a) Notices: Where written notices are required under this Agreement, they shall be deemed duly given when made in writing and delivered to the other party's address shown in this Agreement. Addresses may be changed by written notice to the other party. Notices shall be delivered by hand, overnight courier service or certified mail, return receipt requested. Notification will be deemed to have taken place upon delivery, if delivery is by hand, overnight courier service or 5 calendar days after posting if sent by certified mail. (b) Partial Invalidity: If any term of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this Agreement and the remainder of the affected term shall continue to be valid. (c) Waiver: Any waiver by Atlas Copco of a breach of any terms of this Agreement by the Customer shall not be considered as a waiver of any subsequent breach of the same term or any other term. (d) Assignment: The Customer may not assign this Agreement, or any portion thereof, without the express written consent of Atlas Copco. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon the successors and assigns of the parties hereto.

WORK ORDER MATERIAL/EQUIPMENT REQUEST FORM

*DATE: 01/26/2022 *REQUISITIONER: Lindsey Hazard (Forward to Supervisor for Approval)
 *DATE: _____ *SUPERVISOR: Nathan Boiros (Supervisor must sign or initial)
 *DATE: _____ *INVENTORY CLERK: _____ IN STOCK- YES, void request and complete materials from stock form.
 *REFERENCE WORK ORDER NUMBER: _____ NO, return to O&M Coordinator or Supervisor
 *CAPITAL PROJECT NUMBER: _____
 JUSTIFICATION: _____

NOTE: * ASTERISK INFORMATION IS REQUIRED.

LINE	*QTY	*VENDOR/SUPPLIER ITEM NUMBER	*MANUFACTURER ITEM NUMBER	* DESCRIPTION OF ITEM	NBC STOCK NUMBER	*UNIT PRICE	*TOTAL PRICE
				Blanket for (5) year total			
				Responsibility Plan on (2)			
				ZIMCO Atlas Copco Blowers -			
				\$25,357.44 Annual cost per unit.			
				Year 1 - 02/01/2022 - 01/31/2023			\$50,714.88
				Year 2 - 02/01/2023 - 01/31/2024			\$50,714.88
				Year 3 - 02/01/2024 - 01/31/2025			\$50,714.88
				Year 4 - 02/01/2025 - 01/31/2026			\$50,714.88
				Year 5 - 02/01/2026 - 01/31/2027			\$50,714.88
							\$253,874.40
				*ESTIMATED TOTAL PURCHASE			

*VENDOR NAME: _____ *NBC REQUISITION NUMBER: _____ *DATE RECEIVED: _____
 VENDOR ACCT. #: _____ *NBC PURCHASE ORDER NO.: _____ *RECEIVED BY: _____
 *CONTACT: _____ *BUDGET ACCOUNT NO. _____
 *PHONE #: _____ *ORDERED BY: _____
 FAX #: _____ *DATE ORDERED: _____
 OKAY TO PAY: _____ DATE: _____ *DUE DATE / LEAD TIME: _____
 *GOODS REC. NUMBER: _____

STOCK AREA:

STOCK LOCATION:

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 6 Partnership Number : HACH386623
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com



Partnership Number : HACH386623 Version : 0.11 Quotation Date : 03-JAN-23
 Expiration Date : 01-APR-23

Hach Company Service Partnership Service Partnership
 Contact : Sullo, Kevin M Phone : Email : kevin.sullo@hach.com

Customer Ref : RENEWAL QUOTE Customer Contact : GOODINSON, RON
 Customer Phone : 401-461-8848 X215 Customer Fax : Customer Email : rgoodinson@narrabay.com

Bill-To Account # 004621

Ship-To Account # 004621

Customer Name	NARRAGANSETT BAY COMMISSION	Customer Name	NARRAGANSETT BAY COMMISSION	Payment Terms:	Net 30
Address4	ACCOUNTS PAYABLE	Address4		Billing Method:	Annual-Invoices on START Date
Address1	1 SERVICE RD	Address1	2 ERNEST ST	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	PROVIDENCE-RI-02905-5505	City,State, Postalcode	PROVIDENCE-RI-02905-5502		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPNITRATAX	01-APR-23	31-MAR-24	Fld Svc-2V Nitratax Sensor:	38,225.00
1.1	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1432248	
1.2	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1431937	
1.3	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1432465	
1.4	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1431001	
1.5	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1432449	

Eric M. Bogason 1/4/23

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 6 Partnership Number : HACH386623
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

1.6	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432611
1.7	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432640
1.8	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432207
1.9	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432136
1.10	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1431002
1.11	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432552
1.12	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432641
1.13	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1431792
1.14	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1431838
1.15	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432247
1.16	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1431841
1.17	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432251
1.18	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432466
1.19	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1431982
1.20	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1431992
1.21	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1431233
1.22	LXV417.99.20002	db NITRATAX PLUS SC 2MM ; 1432148

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 6 Partnership Number : HACH386623
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1.23	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1431179	
1.24	LXV417.99.10002			db NITRATAX PLUS SC 1MM ; 1575575	
1.25	LXV417.99.50002			db NITRATAX PLUS SC 5 MM ; 2107990	
2	FSPSOLITAX	01-APR-23	31-MAR-24	Fld Svc-2V Solitax Sensor:	2,692.00
2.1	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1208016	
2.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1455950	
3	FSPCL17	01-APR-23	31-MAR-24	aa Fld Svc-2V CL17 (current version): For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	4,383.00
3.1	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 131000485771	
3.2	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 131100486697	
3.3	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 131100486735	

For Both
Contracts


Sub Total : 45,300.00
 Tax : 0.00
 Total : 45,300.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : NARRAGANSETT BAY COMMISSION

Eric M. Boggs 1/4/23

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 4 of 6 Partnership Number : HACH386623
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend,

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 5 of 6 Partnership Number : HACH386623
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduced or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

Narragansett Bay Commission

One Service Road
 Providence, Rhode Island 02905
 401-461-8848
 Fax: 401-461-6540

Div. 7-9(1) Attachment

PURCHASE ORDER
NO. 372852 STANDARD
ORDER DATE 09-MAR-20
TERMS NET 30

VENDOR:

HOWDEN NORTH AMERICA INC
 dba HOWDEN ROOTS LLC
 4654 WEST JUNCTION ST
 SPRINGFIELD, MO 65802

DELIVER TO:

NARRAGANSETT BAY COMMISSION
 ATTN: FP OPERATIONS
 2 ERNEST STREET
 PROVIDENCE, RI 02905

INVOICE TO:

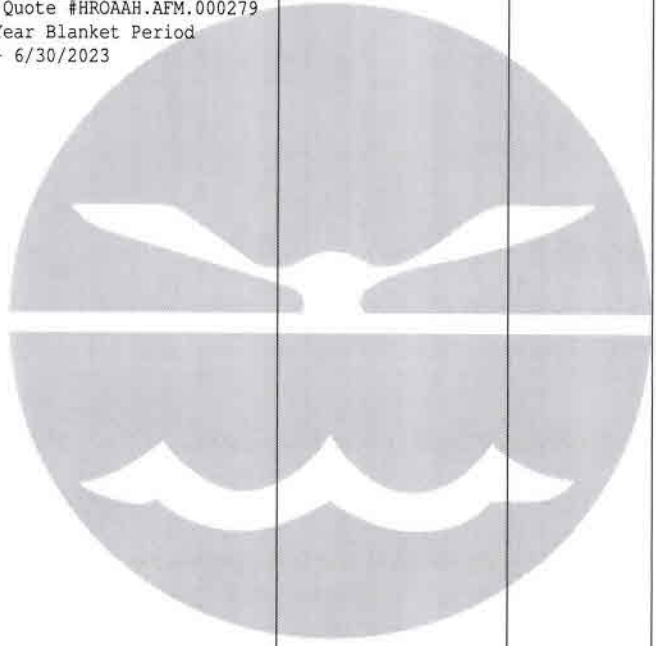
NARRAGANSETT BAY COMMISSION
 ATTN: ACCOUNTS PAYABLES
 ONE SERVICE ROAD
 PROVIDENCE, RI 02905

**SHOW P.O. NUMBER AND
 VENDOR NUMBER ON ALL
 INVOICES, PACKING
 SLIPS, CORRESPONDENCE**

VENDOR NUMBER:

5948

Line Num	Description	Order Quantity	Unit	Purchase Price	Line Value	Total Value
1	Maintenance Contract for Four Compressors (4) at FP Facility Per Quote #HROAAH.AFM.000279 at \$29,326.67 per Year Blanket Period Starting 7/1/2020 - 6/30/2023	87,980.00	DOLLARS	1.00	87,980.00	\$87,980.00



[Handwritten Signature]

AUTHORIZED SIGNATURE

Total Order Value \$87,980.00

VENDOR COPY - SEE REVERSE SIDE FOR INSTRUCTIONS

Fabrizio, Tricia

From: Grof, Rosaleen
Sent: Monday, March 9, 2020 9:05 AM
To: Petteruti, Emilia; Fabrizio, Tricia
Subject: Howden Contract REq#171456
Attachments: Proposal_HROAAH.AFM.000279 rev.2 3-5-2020 (002).pdf

Attached please find paperwork for Howden Roots.
Req#171456.

Thank you,
Rose Grof
FP Clerk
Narragansett Bay Commission
2 Ernest St.
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From: Sheridan, Art <ASheridan@narrabay.com>
Sent: Monday, March 09, 2020 7:54 AM
To: Grof, Rosaleen <RGrof@narrabay.com>
Subject: Proposal_HROAAH.AFM.000279 rev.2 3-5-2020 (002).pdf

Here it is



Proposal

Three Year Service Agreement

Proposal to:	Narragansett Bay Commission	Our reference:	HROAAH.AFM.000279
For:	Art Sheridan		
Project:	NBC Fields Point - 3 Year LTA	Date:	March 5 th , 2020

Howden, 4654 W Junction Street, Springfield, Missouri 65802, USA

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Revolving Around You™



Customer: Narragansett Bay Commission
Project: NBC Fields Point – 3 Year LTA
Site: NBC Fields Point

Our ref: HROAAH.AFM.000279
Date: March 5th, 2020



1. Introduction

This proposal is for a three (3) year service agreement for the Howden (Turblex) compressors installed at NBC – Fields Point. We look forward to our continued relationship and are pleased to offer this proposal for your consideration.

Your Howden contacts:

Technical inquiries:

Keith Lynch

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 Email: Keith.Lynch@howden.com

Commercial inquiries:

Louis Volpe

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2. Technical specification

2.1. Scope of supply/equipment description

- Three (3) year service agreement for the four (4) compressors (Model KA22SV-GL225; S/N: 9787-90) installed at NBC Fields Point.
- The factory service program will consist of three visits (performed annually) to the jobsite by a factory representative who will provide annual inspections and Class I services.
- A total of one (1) Class I service will be performed on each of the four (4) compressors in conjunction with one or more of the three plant visits.
- Typical replacement parts for the Class I services are included. Any other replacement parts and labor are not included in this program. Description of Annual Inspections and Class I services are attached.

Customer: Narragansett Bay Commission
 Project: NBC Fields Point – 3 Year LTA
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2.2. Parts list

Class I: KA22SV-GL225			
4	SHIM SET	GL315T004	T213
4	SHIM SET	GL315T035	T214
4	SEALING RING	9332260869	H503
4	O-RING	9332253500	D119
4	SEALING RING	N17A35507	D241
4	O-RING	89027262	H110
8	O-RING	89027296	H111
4	O-RING	89412415	T231
4	O-RING	N17V3185	T246
76	SCREW	N61T06045	D118
Cleaning Kits			
2	Cleaning Kit A	300031	
1	Cleaning Kit B	300032	

2.3. Notes

- Proposal assumes the site will provide at least one qualified helper to assist the Howden technician. This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform above listed services. Does not include craft labor and special tools to support the work.
- This proposal includes typical replacement parts for above listed services. Any significant wear or abnormalities identified requiring extra labor and / or parts shall be billed per Howden's standard Service Rate Schedule or Price lists. Howden will provide an estimate of additional time and/or materials required. Typical replacement parts are non-returnable.

2.4. Pricing

Service Agreement	
Total Price (USD)	\$87,980.00
Remote engineering rate	\$270/hour
Onsite engineering rate	See attached Field Service Rate Sheet

2.5. Terms

This service agreement can be procured by a onetime lump sum payment at the above price and will lock in cost for the contracts entirety. If yearly payments are requested, annual purchase orders will be accepted with prior approval. Howden reserves the right to adjust cost due to market fluctuations with a paid yearly contract.

This proposal is based on our Howden Roots, LLC Standard Terms of Sale of Goods. All provisions of this offer are subject to negotiation and final approval by Howden.

Bid is valid until July 31st 2020. Service coverage from July 1st, 2020 to June 30th, 2023.

Howden Roots LLC
Standard Terms and Conditions of Sale



1. DEFINITIONS; SCOPE - "Buyer" means the issuer of the purchase order and its attachments. "Seller" means Howden Roots LLC.; "Order" means Buyer's purchase order/contract, these terms and conditions of sale, Seller's acceptance and other attachments mutually agreed upon by the parties. "Goods" means the specified drawings, goods and parts as described in Seller's quotation/bid, this Order, and its attachments; "Services" means the specified supervision, testing, repair, or other services of Seller as described in Seller's quotation/bid, this Order, and its attachments. Delivery and scope of supply shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

2. ACCEPTANCE - Buyer's acceptance of any Goods or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. These terms and conditions take precedence over Buyer's terms and conditions to which notice of objection is hereby given. No terms or conditions in Buyer's order shall be binding upon Seller unless specifically agreed to in writing by Seller. Neither Seller's commencement of performance or delivery shall be deemed as acceptance of Buyer's terms and conditions.

3. TESTING AND INSPECTION - If specified in the Order, Seller will conduct testing and/or inspection or review(s) by Buyer of the Goods or Services at Buyer's risks and costs. Buyer will receive written notice at least three (3) business days prior to such testing/inspection//review(s). If Buyer waives attendance or fails to attend, any testing/inspections/reviews will be deemed to have been made in Buyer's presence.

4. TITLE & RISK OF LOSS - Unless specified in the Order, Goods are being purchased EXW (Origin/Factory), Incoterms 2010. Title and risk of loss shall transfer to Buyer upon delivery to the agreed upon Incoterms point (or when delivery should have taken place but for fault of Buyer). Buyer agrees to document (with photos) and promptly advise Seller of any damage or freight claims. Goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Goods shall be subject to Seller's warranty herein.

5. WARRANTY - Seller warrants that: (i) the Goods will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Seller's warranties on the Goods will be in effect until the earlier of: (i) twelve (12) months from first operation/use of any such Goods or (ii) eighteen (18) months after date of delivery (at the applicable FOB/Incoterms point quoted by Seller). Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Goods by Seller, at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination). Seller's warranties on the Services will be in effect until ninety (90) days from the date of the performance of such Services. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of fitting new parts or other Equipment. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.

6. INSTALLATIONS AND ASSEMBLY - Unless specified in the Order, Seller is only the supplier of the Goods and shall have no responsibility for the assembly and installation of the Goods

7. INTELLECTUAL PROPERTY - Seller's intellectual property rights and proprietary information (in hard copy or in electronic format) remain the property of Seller. Notwithstanding any other provisions or requirements of this Order, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area or information. Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

8. PATENT INDEMNITY - Except (i) to the extent of designs or other intellectual property provided by Buyer and/or (ii) to the extent that Goods are altered or combined by Buyer in a manner causing the infringement, Seller will indemnify Buyer from claims by third parties against Buyer if the Goods infringe any Canadian or United States patent. If an injunction is issued against the further use of the Goods, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Goods; or (ii) modify or replace the same with non-infringing Goods or (iii) remove the infringing Goods and refund the purchase price.

9. BUYER MATERIALS - Buyer-furnished material must be received by Seller in accordance with the delivery schedule agreed upon by both parties. If shipment of such material is delayed or lost, Seller reserves the right to: (i) invoice and hold shipment awaiting such material or (ii) invoice and ship less such material. Buyer shall reimburse Seller for all liability incurred by Seller as a result of any such Buyer delay.

10. ON-SITE SERVICES - The following section shall apply only if Seller provides on-site Services to Buyer under this Order:

10.1 Indemnity of Buyer. Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.

10.2 Insurance. Seller shall maintain the following insurance coverage : (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability - Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance - statutory, as to Seller's employees. If requested, Seller will provide an ACORD form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

10.3 Other On-site/Service Provisions. Seller shall comply with applicable Canadian, U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Seller's performance of the Work. Seller shall comply with job/site requirements as mutually agreed upon by the parties. Seller is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. Buyer shall advise Seller's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Seller's personnel shall not be required to take any action, or to enter or

remain in any area where he/she reasonably determines that it would be unsafe. Seller's employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. Seller's time and expense for any delays not caused by Seller shall be charged to Buyer. Buyer shall be responsible for any damage to or loss of property of Seller or its subcontractors property if such damage/loss is not caused by Seller or its subcontractors.

11. FORCE MAJEURE; SHIPMENT AND DELAYS - Seller shall not be liable for damages or delay in performance arising from causes beyond its control or without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and/or severe weather. If Buyer requests that Seller store Goods or if delivery instructions are not promptly received from Buyer upon Seller's ready-to-ship notification, Seller may provide for storage of the Goods at Buyer's risk and expense or Buyer must provide for storage at Buyer's cost and risk. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume title and risk of loss thereof. Liquidated/delay damages shall not apply to this order.

12. TAXES & DUTIES - Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Seller invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Seller concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Seller does not invoice Seller for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Seller upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Seller is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Seller for such amount upon request.

13. PAYMENT OF PURCHASE PRICE - Buyer shall pay all invoices within thirty (30) days from the date of Seller's invoice ("Payment Due Date") by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If Buyer disputes all or part of an invoice, Buyer must (i) submit the dispute to Seller in writing within five (5) business days of the date of invoice or the entire amount of the invoice shall be due on the Payment Due Date; and (ii) pay all undisputed amounts on the Payment Due Date. If Buyer fails to pay an undisputed invoice on or before the Payment Due Date, Seller reserves the right to (i) charge late fees at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the maximum amount permitted by law; (ii) require Buyer to pay all of Seller's collection costs; and (iii) cease all work in relation to this Order (without obligation for liquidated damages, if applicable, incurred due to such cessation).

For milestone payments required under this Order, Seller may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Purchase Order, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Seller only waives claims for payment to the extent that such payments have been received by Seller. If, in Seller's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Seller may (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment) or (ii) recover Goods from the carrier, if shipment has been made.

14. CANCELLATION - Buyer may cancel this Order, in whole or in part, upon at least seven (7) calendar days advanced written notice to Seller in such case the Seller shall be entitled to be reimbursed for the reasonable Direct Cost incurred by the Seller in performing the work. Direct Costs mean: "such direct costs borne and incurred by the Seller associated with the Order up to and including the date of suspension and/or cancellation, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin." Buyer's cancellation costs shall not exceed the total Order price. Any Goods or Services sold by Seller that are incomplete shall be deemed to be sold "AS IS," and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND." Seller may cancel this Order, in whole or in part, at any time if: 1) Buyer suspends work or delays delivery beyond 45 days without it being mutually agreed upon in advance; 2) Buyer breaches any material term of this Order; and/or 3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

15. EXPORT CONTROL - Goods supplied may be subject to export control, trade sanctions, or other export laws, regulations, rules and licenses of Canada, the United States or other countries ("Export Control Regulations"). Buyer agrees to comply with Export Control Regulations as well as any other applicable country's import control laws. Buyer further agrees that if Export Control Regulations are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Unless otherwise mutually agreed upon by the parties, Buyer shall be responsible for obtaining export licenses or other approvals. The Order will not be accepted unless Seller is satisfied that the Goods can be supplied in compliance with the Export Control Regulations. In the event that any applicable Export Control Regulations prohibit or make impracticable Seller's performance hereunder, Seller will be released from all performance related to the Order. Seller will not be liable to Buyer for any losses, damages, or claims arising from such cancellation of the Order. Seller will not accept payment through a trade sanctioned country financial institution.

16. NUCLEAR SALES (IF APPLICABLE) - If Buyer or any ultimate end user intends to use the Goods or Services in any atomic/nuclear installation or activity, Buyer must notify Seller accordingly in advance and Seller's "Nuclear Indemnity" shall also apply and control (and such terms are hereby incorporated by reference for such purposes, as if fully set forth herein).

17. LIMITATION OF LIABILITY; INDEMNITY CONDITIONS; EXCLUSIVE REMEDIES; OBLIGATIONS; & VALIDITY - The following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law.

17.1 Seller shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Order.

17.2 Seller's total liability pursuant and/or related to this Order whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Order.

17.3 Any duty to indemnify under these terms and conditions/the Order is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim; (ii) tendering the defense/settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller.

17.4 Buyer's rights and remedies shall be deemed sole and exclusive, and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach, or termination of the Purchase Order. If any provision of these terms and conditions of this Order or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Order and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.

18. ENTIRE CONTRACT; GOVERNING LAW & FORUM; OFFICIAL LANGUAGE; NO THIRD PARTY BENEFICIARIES; ASSIGNMENT - These terms and conditions of sale cannot be amended, superseded, or modified except by a written document signed by Seller's duly authorized officer and Buyer's duly authorized representative. Governing law and forum of the terms of this Order shall be the laws (and exclusive forum) of the State of New York (USA), despite any conflicts of laws. The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. The parties agree to exclusive venue in Erie County, New York. Buyer and Seller agree that this Order is between them alone, and there are no third party rights or beneficiaries. Seller may subcontract with third parties for the manufacture and/or purchase of all or part of the Goods and/or Services. Other than Seller's ability to use its vendors/subcontractors, neither party may transfer or assign this Order, in whole or in part, without the other party's express advance permission (which shall not be unreasonably delayed or withheld), and any assignment/transfer without proper consent shall be null, void, and of no force or effect. The parties expressly exclude the application of the United States Convention on Contracts for the International Sale of Goods.

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Schedule of Field Service Rates

A. The following rates apply for service in Continental United States and Mexico:
 Note: All rates are in U.S. Dollars

Days	Field Service Technician		Engineering Personnel	
	Monday thru Saturday (except holidays)	First 40 Hours	\$175/hour	First 40 Hours
Over 40 Hours		\$265/hour	Over 40 Hours	\$400/hour
Sunday, and locally recognized holidays	All Hours	\$350/hour	All Hours	\$540/hour

B. The following rates apply for service outside Continental North America:

Days	Field Service Technician		Engineering Personnel	
	Monday thru Saturday (except holidays)	First 40 Hours	\$210/hour	First 40 Hours
Over 40 Hours		\$320/hour	Over 40 Hours	\$425/hour
Sunday, and locally recognized holidays.	All Hours	\$425/hour	All Hours	\$560/hour

C. The following standards shall apply:

- The minimum time off for a person during any 24-hour period must be eight (8) consecutive hours.
- Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time with a maximum of ten (10) hours each day. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B"
- Standby time at job site, or locally on call, shall be regarded as time worked. For full days of Work and/or Standby, an 8 hour daily charge will apply. Standby time, Monday through Saturday, will be invoiced at the Monday through Saturday Work rate in Tables "A" & "B". Standby time Sundays and holidays will be invoiced at the Sunday and holiday rate in Tables "A" & "B". Weekend waiting rate will be invoiced at the Field Service Technician first 40 hour rate in Tables "A" & "B".
- Rates apply from time and date of departure home base to time and date of return home base.
- When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
- Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
- Payments shall be in U.S. funds unless otherwise agreed in writing.
- Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
- Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses:

- Meals will be \$65/day per diem to be charged from the day of travel start to the day of travel end.
- Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds \$60.00.
- Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
- Tool usage, when required, will be charged at a rate of \$350 per trip.
- Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed \$500).

E. Terms and Conditions:

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.

Operation and Maintenance



Recommended Inspection and Service Intervals



CAUTION

Do Not Perform Maintenance While Compressor is in Operation

Operating the compressor while performing maintenance poses a risk of injury to personnel.



NOTICE

Do Not Perform Maintenance While Compressor is in Operation

Operating the compressor while performing maintenance poses a risk of damage to the machine.

1. Summary of Inspection and Service Intervals

Action	Section	Interval
Compressor Oil Change -GL gearbox	4.2.A 4.2.C	Oil sample after 500 hours of operation. Subsequent oil samples every 6000 hours, however at least once per year. Oil change interval determined by oil analysis results.
Motor Lubrication	4.2.A	Refer to Section B1.4 (datasheet) and Section E-M7
Oil Filter Element Change	4.2.B	Dirty filter indication and when oil is changed
Monthly Inspections	4.3	Once per month*
Annual Inspections	4.4	Once per year*
Inlet Filter Element Change	4.5.A	At maximum pressure differential according to technical specification
Inlet Silencer	4.5.B	Clean during service
Drive Motor	4.6	According to manufacturer's instructions (ref. Section E, document M7)
Oil Reservoir Breather	4.7	Check monthly. Replace if evidence of oil leakage, at least once per year.
Cooling Water Shutoff Valve	4.8	While unit is off-line, cycle valve once per month
Actuated Butterfly Valves (blow-off and discharge isolation valves)	4.9	While unit is off-line, cycle valve(s) once per month
Class I Service	4.10	18,000 hours / 3 years, whichever comes first*
Class II Service	4.11	On condition

* Local conditions may require more frequent maintenance.

2. Lubrication (by Plant Personnel)

- A. Refer to Section B1.4 for lubrication intervals, types and quantities for all lubricated components. A list of recommended compressor oils is provided in Section B1.8. Refer to the

Operation and Maintenance



motor operating manual in Section E, document M7, for detailed instructions on motor bearing lubrication. The compressor oil change interval is determined by the oil analysis results. Refer to Section D5 for oil analysis guidelines. Under normal operating conditions, the compressor can usually operate approximately 12,000 hours between oil changes.

- B. Change the oil filter element when the dirty filter indication is observed (pop-up indicator or LCP alarm if equipped with a switch), and when the oil is changed.
- C. Refer to Section C8 for complete oil drain and fill instructions.

3. Monthly Inspections (by Plant Personnel)

A. An important part of a good maintenance program is the periodic recording of operating data so trends or distinct changes in performance can be identified. Howden recommends recording operating data at least once per month, at normal steady-state operating conditions. The following data should be recorded*:

1. Date and time
2. Unit serial number
3. Inlet air temperature
4. Hour meter
5. Variable diffuser (VD) position on scale and as shown on LCP HMI
6. Inlet guide vane (IGV) position on scale and as shown on LCP HMI, if equipped
7. Compressor differential pressure, if equipped
8. Discharge air temperature, if equipped
9. Discharge air pressure, if equipped
10. Oil supply pressure
11. Oil supply temperature
12. Oil reservoir temperature
13. Inlet filter differential pressures, if equipped
14. Compressor bearing temperatures, if equipped
15. Compressor gearbox vibration, if equipped
16. Motor amperage
17. Motor speed, if VFD
18. Motor winding temperatures, if equipped
19. Motor bearing temperatures, if equipped
20. Motor bearing vibration, if equipped
21. Sound enclosure temperature, if equipped



A form that may be used for recording this data is provided at the end of this section. Keep a record of all completed maintenance log sheets and provide for Howden' review during service visits.

- B. Inspect for cleanliness and general condition of compressor assembly and accessories. Clean the compressor assembly as required.
- C. Inspect and replace inlet air filter element(s) as required.
- D. Check oil filter element condition and replace if required.
- E. Check for oil leaks on the equipment and piping.
- F. Check oil level in compressor and sample/change oil per lubrication schedule in Section B1.4.
- G. Check oil/grease level in motor bearings and change/add per lubrication schedule in Section B1.4.
- H. Verify motor is clean and ventilation openings are clear of dust, dirt, or other debris.
- I. Verify all 4-20 mA current loops are operating properly.
- J. Verify surge detection unit operates properly (ref. Section B2.2, datasheet S20).
- K. Cycle all motorized valves to check operation and limit switch indications.

Operation and Maintenance

- L. Clean oil cooler, as required.
- M. Check oil reservoir breather element for oil leakage and replace if leakage is observed.

4. Annual Inspections (by Plant Personnel)

- A. Repeat monthly inspections, plus - - -
- B. Inspect inlet filter/silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Inspect and tighten all mechanical and electrical connections
- G. Check coupling disc-pack outer edges for fatigue cracks – refer to coupling instruction manual in Section E, document M5. Also check coupling alignment and tightening torques of all bolts (use alignment datasheet form in Section C).



The coupling bolt torque values are found in Section E, document M5

5. Inlet Air Filter/Silencer (by Plant Personnel)

- A. Replace filter elements when differential pressure exceeds the maximum specified value.
- B. The inlet silencer is designed for atmospheric air and is lined with sound absorbing material. Cleaning of the sound absorbing baffles can be done with a vacuum cleaner during service. The sound absorbing material must never be exposed to steam or washed with water. Never use organic solvents for cleaning the sound absorbing material.

IMPORTANT: Organic solvents will damage the material and its adhesion to the supporting frame.

6. Drive Motor (by Plant Personnel)

- A. Refer to the manufacturer's operating manual in Section E, document M7, for motor inspection/service intervals and servicing instructions.

7. Oil Reservoir Breather (by Plant Personnel)

- A. Check oil reservoir breather monthly for evidence of oil leakage. Oil leakage means that the element is saturated with oil and needs to be replaced. Replace as required, but at least once per year.

8. Cooling Water Shutoff Valve (by Plant Personnel)

- A. While the compressor is off-line, cycle the cooling water shutoff valve once per month to insure proper opening and closing and limit switch indication.

9. Actuated Butterfly Valves (Blow-Off and Discharge Valves) (by Plant Personnel)

- A. While the compressor is off-line, cycle butterfly valve(s) once per month to insure proper opening and closing and limit switch indication.

10. Class I Service (by Howden Service Technician)

- A. **Every 18,000 hours/3 years of operation, whichever comes first.** This is the typical interval between Class I service calls. If the machine is exposed to the elements or is operated in a dirty environment, the interval may need to be reduced. If the variable diffuser (VD) or inlet guide vanes (IGV) cease to operate smoothly before 18,000 hours has elapsed, the first service should be moved forward and the interval for subsequent services adjusted accordingly.

Operation and Maintenance



- B. Estimated service time: 2-4 days, per unit, assuming one (1) local helper and crane facilities. A Class I Service includes cleaning and checking of all parts exposed to the medium flowing through the compressor, replacement of all flexible seals, operational test and if necessary, adjustment of the control settings for the control panel. Specifically, the following service tasks are required:

1. Repeat monthly and annual inspections, plus - - -
2. Record compressor operating data prior to servicing the unit
3. If compressor is equipped with Howden local inlet air filter/silencer, remove shroud from rear of filter assembly or remove complete filter assembly to allow access to inlet of compressor. If inlet is piped, remove spool piece to provide maintenance access.
4. Disassemble compressor air-end, including variable vane system, inlet housing, spiral casing, contour ring, impeller/rotor and diffuser plate
5. Inspect and clean impeller
6. Inspect, clean and lubricate all parts in the variable vane system
7. Check variable vane geometry
8. Replace flexible seals (O-rings)
9. Reassemble compressor and record critical clearances
10. Clean inlet silencer
11. Reassemble inlet air filter assembly or inlet piping.
12. Check coupling alignment before re-start
13. Perform an operational test of the unit for 4 hours minimum. Record operating data when unit is at a steady-state condition (ref. 4.10). Correct any discrepancies.
14. Test operation of inlet guide vane or speed control algorithm, if equipped

11. Class II Service (by Howden Service Technician)

- A. **On Condition.** The need for Class II service shall be determined based on the condition and appearance of the machine observed during a Class I service.
- B. Estimated service time: 4-6 days, per unit, assuming one (1) local helper and crane facilities. A Class II Service includes the following:
1. Repeat Class I Service, plus - - -
 2. Disassemble gearbox
 3. Inspect gearwheels, bearings & seals and check clearances
 4. Replace flexible seals (O-rings)
 5. Reassemble gearbox and record critical clearances
 6. Replace oil filter element
 7. Drain and replace oil in the compressor oil reservoir
 8. Check coupling alignment before re-start
 9. Perform an operational test of the unit for 4 hours minimum. Record operating data when unit is at a steady-state condition (ref. 4.10). Correct any discrepancies.
 10. Test operation of inlet guide vane or speed control algorithm, if equipped



Pre-Service Checklist

This form shall be completed and returned to Howden for all sites where our employees may be performing activities.

Site Name: _____

Please provide the following information on the blowers to be serviced during this trip		
Is the complete O&M available?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are all the special tools available? Refer to O&M for list & drawings.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is an inlet filter system or sound enclosure on blower? If so, must be removed by site.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Have spare parts been ordered for this service?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are all standard spare parts on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If all standard parts not available; list spare parts available:		
For Class II only, is an Acetylene torch with rosebud on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
For GK & GA only, is a hydraulic pump with 0-10,000 psi gauge on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
For GK & GC only, is a bearing heater on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is the compressor(s) being serviced operational?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If compressor not operational, list S/N:		
If compressor not operational, list last date in operation:		
Blower or site issues?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Explain:		
Does the compressor(s) being serviced Start / Stop?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are there high temperature <input type="checkbox"/> alarms / <input type="checkbox"/> trips?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Explain:		
Are there surging issues?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Explain:		
Does the master control panel work?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Other issues? Explain:		
Will one local helper be available to assist Howden personnel?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Our Technical Field Advisor contact: Name _____ Phone _____

If this form is not returned completed we will assume that all items are on site and ready for our Technical Field Advisor (TFA) to travel to your site to perform the service as contracted. The information provided shall be reviewed and approved by Howden prior to any work being done by a Howden employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____ Title: _____

Signature: _____ Date: _____

Contact Information: _____

Mandatory Lifting Device Reporting



This form shall be completed and returned to Howden for all sites here our employees may be performing activities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Lifting Information:

Site has proper, adequate and weight tested lifting in buildings or facilities where Howden employees may be performing work. Devices are in accordance with local, state and federal regulations.

Yes No

If yes, then detailed information **shall be attached** in regard to:

1. The location and weight rating of the equipment. Lifting should be A) rated per the below chart, B) should be located centerline of the compressor , C) allow for removal of components straight out of the compressor and D) allow movement after removed from the compressor.

Unit size	Heaviest individual component	Unit on Site	Weight Rating of Site Lifting Equipment
KA2	881 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA5	1763 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA10	925 Pounds (US): GEARCASE	<input type="checkbox"/>	
KA22	1260 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA44	1970 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	<input type="checkbox"/>	
KA80	4856 Pounds (US): GEAR COMPLETE	<input type="checkbox"/>	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	<input type="checkbox"/>	

2. Any equipment, precautions, etc. needed for Howden employees that may be performing functions in the work areas.
3. Any obstructions above the compressor centerline that prevent the use of proper lifting and service should be reported prior to issuance of a P.O.

The information provided shall be reviewed and approved by Howden prior to any work being done by a Howden employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

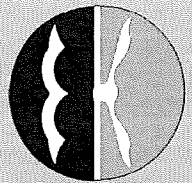
Name: _____ Title: _____

Signature: _____ Date: _____

Contact Information: _____

Narragansett Bay Commission

One Service Road
Providence, RI, 02905
401-461-8848
Fax: 401-461-6540



SHOW PURCHASE ORDER NUMBER
AND VENDOR NUMBER ON ALL
INVOICES, PACKING SLIPS, AND
CORRESPONDENCE

PURCHASE ORDER NUMBER: 374431

ORDER DATE:
TERMS:

7/11/2022
NET 30

VENDOR: KUIENZ AMERICA INC
9321 FOCAL POINT #8
RALEIGH, NC 27617
VENDOR NUMBER: 3716

DELIVER TO:
NARRAGANSETT BAY COMMISSION
ATTN: FP OPERATIONS
2 ERNEST STREET
PROVIDENCE, RI 02905

INVOICE TO:
NARRAGANSETT BAY COMMISSION
ATTN: ACCOUNTS PAYABLES
ONE SERVICE ROAD
PROVIDENCE, RI 02905

Line Num	Description	Order Quantity	Unit	Purchase Price	Line Value	Total Value
1	OEM VENDOR TO PROVIDE (2) ANNUAL MAINTENANCE/SERVICE VISITS ON TPS KUIENZ CRANE PER QUOTE# 2128 BLANKET PERIOD 7/1/22 TO 6/30/23	13300	DOLLARS	1.00	13300.00	\$13,300.00

Total Order Value

\$13,300.00

INSTRUCTIONS TO VENDOR:
EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE. VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION POLICIES AND REGULATIONS FOUND AT WWW.NARRABAY.COM.

AUTHORIZED SIGNATURE

Kuenz America Inc.

9321 Focal Point #8
Raleigh, NC 27617

Div. 7-9(1) Attachment



Narragansett Bay Commission
Attn: Accounts Payable
One Service Road
Providence RI 02905

Project: 23111 After Sales Service
Handled by: CJ
E-Mail: service-america@kuenz.com
Website: www.kuenz.com
Phone #: 919 783 8427
Fax #: 919 381 5956
Date: 7/5/2022

Sales Order # 2128 P.O. #

Thank you for your order! We are confirming under our general terms and conditions:

Item	Description	Qty	U/M	Cost	Total
	Annual Maintenance Extension 2022-2023				
	Preventive Maintenance 6 PM + 12 PM				
	The Service will be performed between 07-01-2022 and 06-30-23 in two visits.				
	In between the two visits will be a period of 6 months.				
	Annual Contract				
	Included are the following:				
	- Lubrication				
	- Check and adjust all system components				
	- Inspection and adjustment of all brake systems as necessary				
	- Collect oil samples				
	- Oil change, Filter exchange				

Ship To: Narragansett Bay Commission
Attn: FP Operations
2 Ernest Street
Providence, RI 02905
USA

Subtotal
Sales Tax (0.0%)
Total

Terms: Net 30
Incoterms: Services
Due date: 8/4/2022
Ship Via: Best Way

Spare parts are priced FCA per Incoterms 2020 unless otherwise stated. Customer will be invoiced for customs charges, duties, and import fees. Customer is responsible for any applicable sales and use tax, value added tax, or any other locally imposed tax unless explicitly included.



Kuenz America Inc.

9321 Focal Point #8
 Raleigh, NC 27617

Narragansett Bay Commission
 Attn: Accounts Payable
 One Service Road
 Providence RI 02905

Project: 23111 After Sales Service
 Handled by: CJ
 E-Mail: service-america@kuenz.com
 Website: www.kuenz.com
 Phone #: 919 783 8427
 Fax #: 919 381 5956
 Date: 7/5/2022

Sales Order # 2128 P.O. #

Thank you for your order! We are confirming under our general terms and conditions:

Item	Description	Qty	U/M	Cost	Total
	- Check and adjust CMX monitoring - Meet with customer to discuss of recent issues - Issue detailed report of Maintenance including findings, preventive measurements, spare part proposal				
Lump-sum	Preventive Maintenance - 12 PM Annual preventive maintenance	1		6,650.00	6,650.00
Lump-sum	Preventive Maintenance - 6 PM Semiannual preventive maintenance	1		6,650.00	6,650.00
General requirements: Our quote is based on the following:					

Ship To: Narragansett Bay Commission
 Attn: FP Operations
 2 Ernest Street
 Providence, RI 02905
 USA

Subtotal
Sales Tax (0.0%)
Total

Terms: Net 30
 Incoterms: Services
 Due date: 8/4/2022
 Ship Via: Best Way

Spare parts are priced FCA per Incoterms 2020 unless otherwise stated. Customer will be invoiced for customs charges, duties, and import fees. Customer is responsible for any applicable sales and use tax, value added tax, or any other locally imposed tax unless explicitly included.



Kuenz America Inc.

9321 Focal Point #8
Raleigh, NC 27617

Narragansett Bay Commission
Attn: Accounts Payable
One Service Road
Providence RI 02905

Project: 23111 After Sales Service
Handled by: CJ
E-Mail: service-america@kuenz.com
Website: www.kuenz.com
Phone #: 919 783 8427
Fax #: 919 381 5956
Date: 7/5/2022

Sales Order # 2128 P.O. #

Thank you for your order! We are confirming under our general terms and conditions:

Item	Description	Qty	U/M	Cost	Total
	- Customer provides necessary tools and auxiliary items free of charge. - While our technician is on-site, the customer provides qualified maintenance staff to support our technician at all times, free of charge. - Daily and weekly inspections and service work are executed by customer maintenance staff or contractor and according to the manufacturer manuals and guidelines. -The Machine is available for inspection and service work during regular work hours from 08:00 am to 05:00 pm (EST), Monday through Friday and without limitations. - Inspections and service work are to be scheduled sequentially to reduce travel time to one trip. Our quote does not include the following:				

Ship To: Narragansett Bay Commission
Attn: FP Operations
2 Ernest Street
Providence, RI 02905
USA

Subtotal
Sales Tax (0.0%)
Total

Terms: Net 30
Incoterms: Services
Due date: 8/4/2022
Ship Via: Best Way

Spare parts are priced FCA per Incoterms 2020 unless otherwise stated. Customer will be invoiced for customs charges, duties, and import fees. Customer is responsible for any applicable sales and use tax, value added tax, or any other locally imposed tax unless explicitly included.

Kuenz America Inc.

9321 Focal Point #8
Raleigh, NC 27617



Narragansett Bay Commission
Attn: Accounts Payable
One Service Road
Providence RI 02905

Project: 23111 After Sales Service
Handled by: CJ
E-Mail: service-america@kuenz.com
Website: www.kuenz.com
Phone #: 919 783 8427
Fax #: 919 381 5956
Date: 7/5/2022

Sales Order # 2128 P.O. #

Thank you for your order! We are confirming under our general terms and conditions:

Item	Description	Qty	U/M	Cost	Total
	- Any kind of Lubricants				
	- All necessary spare parts and incidentals (such as screws, lamps, glue, sealants, etc.)				
	- Consumables that may need to be replaced due to wear & tear (such as bearing, gears, drive wheels, brake parts, bumpers, electric cables, etc.)				
	- Waste and oil disposal				
	- Aerial working work platform and lifting devices				
	Required site related acceptance documents and tests, high voltage inspections, air conditioning maintenance				

Ship To: Narragansett Bay Commission
Attn: FP Operations
2 Ernest Street
Providence, RI 02905
USA

Subtotal	\$13,300.00
Sales Tax (0.0%)	\$0.00
Total	\$13,300.00

Terms: Net 30
Incoterms: Services
Due date: 8/4/2022
Ship Via: Best Way

Spare parts are priced FCA per Incoterms 2020 unless otherwise stated. Customer will be invoiced for customs charges, duties, and import fees. Customer is responsible for any applicable sales and use tax, value added tax, or any other locally imposed tax unless explicitly included.



NARRAGANSETT BAY COMMISSION

One Service Road
Providence, Rhode Island 02905

(401) 461-8848 Fax (401) 461-6540

Div. 7-9(1) Attachment

BID PROPOSAL

BID NO. 1421	DATED 1/26/2022
DATE AND TIME BIDS TO BE OPENED 02/16/22 10:30AM	BID MUST BE RETURNED BY 2/16/22 10:30AM
COST CENTER/ SECTION 46	BUYER E.PETTERUTI

SEE ATTACHED FOR DESCRIPTION

INSTRUCTIONS:

- 1. ALL BIDS MUST BE SUBMITTED IN SEALED ENVELOPES.**
- SHOW NET UNIT PRICES F.O.B. DESTINATION, LESS FEDERAL STATE TAX WHERE APPLICABLE ON THE ATTACHED SHEET AS INSTRUCTED.
- NO GROUPING OF ITEMS, PRICE EACH ITEM INDIVIDUALLY, AWARDS MAY BE MADE ON BASIS OF TOTAL BID OR BY INDIVIDUAL ITEMS.
- BIDS MAY BE SUBMITTED ON AN "APPROVED EQUIVALENT" IN QUALITY. NBC RESERVES THE RIGHT TO DECIDE EQUIVALENT. BIDDERS MUST INDICATE BRAND OR MAKE OFFERED, AND SUBMIT DETAILED SPECIFICATIONS OF OTHER THAN BRAND REQUESTED.
- PROVISIONS OF GENERAL SPECIFICATIONS FOR ALL QUOTATIONS AND CONTRACTS APPLY.
- FAILURE TO SUBMIT A BID AT LEAST ONCE PER THREE CONSECUTIVE INVITATIONS MAY DISQUALIFY YOU FROM THIS BID LIST.
- 7. SURETY (WHEN REQUESTED), BIDDER MUST FURNISH A BID BOND OR CERTIFIED CHECK FOR 3% OF THE BID IN THE AMOUNT STATED. THE SUCCESSFUL BIDDER MUST FURNISH A 100% PERFORMANCE BOND.**

- 5. PURSUANT TO RI GENERAL LAWS 37-2-18, EACH BIDDER MUST SUBMIT BOTH AN ORIGINAL BID AND A COPY OF THEIR BID. SAID BID COPY WILL BE AVAILABLE FOR PUBLIC INSPECTION UPON THE OPENING OF THE BIDS. BIDDER HAS THE BURDEN TO IDENTIFY AND WITHHOLD SENSITIVE ITEMS AS DETAILED UNDER RI GENERAL LAWS 37-2-18(B) FROM THE PUBLIC COPY OF THE BID.**

NOTICE TO VENDORS:

- IN DETERMINING THE LOWEST RESPONSIVE BIDDER, CASH DISCOUNTS FOR A PAYMENT LESS THAN THIRTY DAYS WILL NOT BE CONSIDERED.
- WHERE PRICES ARE THE SAME, WE RESERVE THE RIGHT TO AWARD ONE BID OR TO SPLIT THE ORDER.
- A BID TABULATION MAY BE OBTAINED SUBSEQUENT TO THE FORMAL BID OPENING, AFTER A REASONABLE LAPSE OF TIME.
- THE NARRAGANSETT BAY COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND/OR TO WAIVE ANY TECHNICALITIES OR IRREGULARITIES IN ITS BEST INTEREST.
- THE STATE EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE AND AGREEMENT PROCEDURES WILL APPLY TO ALL BIDS FOR SUPPLIES OR SERVICES FOR TEN THOUSAND (\$10,000.00) DOLLARS OR MORE.
- 6. FOR CONTRACTS INVOLVING CONSTRUCTION, ALTERATION AND/OR REPAIR WORK, THE PROVISIONS OF STATE LABOR LAWS CONCERNING PAYMENT OF PREVAILING RATES APPLY.**
- BIDDERS SHOULD BE ABLE TO ACCEPT ACH, WIRE TRANSFER OR PURCHASE CARDS AS PAYMENT FROM THE NARRAGANSETT BAY COMMISSION.
- VENDORS ARE SUBJECT TO COMPLIANCE WITH NARRAGANSETT BAY COMMISSION'S PURCHASING RULES, REGULATIONS, POLICIES AND GENERAL TERMS AND CONDITIONS IN THE REQUEST FOR BID.

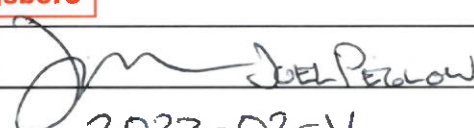
TERMS:

- DELIVERY DATES MUST BE SHOWN IN YOUR BID. IF NO DELIVERY DATE IS SPECIFIED, IT WILL BE ASSUMED THAT AN IMMEDIATE DELIVERY FROM STOCK WILL BE MADE.
- FAILURE TO DELIVER WITHIN THE TIME QUOTED OR FAILURE TO MEET SPECIFICATIONS MAY RESULT IN DEFAULT ACTION IN ACCORDANCE WITH GENERAL SPECIFICATIONS.
- PAYMENT FOR PARTIAL DELIVERY WILL NOT BE ALLOWED EXCEPT WHEN PROVIDED FOR IN BLANKET OR TERMS CONTRACT.
- 4. PER RI GENERAL LAWS 37-2-18, ITEMS IDENTIFIED AS MANDATORY ARE IN BOLD ITALICS.**

COMPANY NAME: Mass Crane & Hoist **F.E.I.N.:** 04-3108160

STREET AND NO.: 500-1 Potash Hill Road

CITY: Tyngsboro **STATE:** MA **ZIP:** 01801

SIGNATURE:  **TITLE:** Sales/Project Engineer

DATE: 2022-02-16 **TELEPHONE:** 603-508-0633

THIS BID WILL NOT BE HONORED UNLESS SIGNED. THIS IS NOT AN ORDER.

BID PROPOSAL



NARRAGANSETT BAY COMMISSION
One Service Road
Providence, Rhode Island 02905
 Telephone (401) 461-8848
 Fax (401) 461-6540

DATE: 1/26/2022	SHIP TO:	BIDDER: Mass Crane & Hoist
BID NO: 1421	NARRAGANSETT BAY COMMISSION	
BID OPENING:	One Service Road	BID NO. 1421
DATE: 2/16/22	Providence, RI 02905	
TIME: 10:30AM	Attention: PURCHASING	PAGE NO. 2
BUYER: E.PETTERUTI	BILL TO:	
COST CENTER: 46	NARRAGANSETT BAY COMMISSION - ACCOUNTS PAYABLE	
FISCAL YR: 2022		
REQ. NO.: 172668		

COMMODITY CODE / DESCRIPTION	QTY.	UNIT PRICE AND BRAND OR MODEL NO.
Vendor to supply all labor, materials, equipment and perform all operations needed to conduct annual inspections on cranes/hoists per NBC specifications, Exhibit "A" and Exhibit "B", and to make necessary repairs on a time and material basis. The Contractor shall be required to service approximately 51 overhead cranes/hoists at various Narragansett Bay Commission (NBC) facilities. Blanket requirement. April 1, 2022 - March 31, 2023. NBC reserves the right to extend this agreement for two (2) additional twelve (12) month periods.		
Main Locations: Narragansett Bay Commission Field's Point Facility - 2 Ernest Street, Providence, RI 02905 Bucklin Point Facility - 1 Campbell Avenue, Rumford, RI 02916	Total Exhibit "A":	82,080
	Total Exhibit "B":	28,090
NOTES: 1) NBC IS A RI PUBLIC CORPORATION AND IS EXEMPT FROM RI STATE SALES TAX. 2) NBC RESERVES THE RIGHT TO ADD, REPLACE OR DELETE SITES AND/OR HOISTS AT ANY TIME DURING THE AGREEMENT PERIOD. 3) VENDOR MUST CITE ANY EXCEPTIONS TO NBC SPECIFICATIONS ON SEPARATE ATTACHED COMPANY LETTERHEAD, DATED, REFERENCING THE NBC BID NUMBER AND SPECIFIC BID ITEM NUMBER, WITH AN AUTHORIZED COMPANY SIGNATURE AS WELL AS TYPED NAME & TITLE OF SIGNATORY. 4) VENDOR'S PRICE, ONE TOTAL PRICE, TO INCLUDE SUPPLY AND DELIVERY CHARGES ASSOCIATED WITH CRANE/HOIST OPERATION, INSPECTIONS AND MAINTENANCE. BID PRICE MUST BE ONE TOTAL PRICE THAT INCLUDES ALL CHARGES. 5) DUE TO COVID RESTRICTIONS THERE WILL BE NO PRE-BID MEETING HELD. INDEPENDENT SITE VISITS MAY BE PERFORMED BY VENDORS WITH 48 HOURS NOTICE PROVIDED TO RON GOODINSON AT 401-461-8848, EXT. 215 PRIOR TO FEBRUARY 4, 2022. TO SCHEDULE A BUCKLIN POINT SITE VISIT PLEASE CALL DAVE BROUILLARD AT 401-461-8848, EXT. 192. 6) QUESTIONS REGARDING THESE SPECIFICATIONS SHOULD BE DIRECTED TO RON GOODINSON VIA EMAIL RGOODINSON@NARRABAY.COM BY NO LATER THAN FEBRUARY 4, 2022. 7) NBC WILL MAKE ONE BID AWARD TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER WHERE BID IS THE LOWEST MULTIYEAR DOLLAR (\$) EXTENSION EVALUATED BID. 8) ALL BIDDERS MUST INCLUDE COPIES OF ALL REQUIRED LICENSES WITH THEIR BID. 9) IF BIDDERS WILL NOT BE USING NBC INSPECTION REPORT, A COPY OF THE BIDDER'S REPORT MUST BE SUBMITTED WITH THE BID. 10) ONE (1) ORIGINAL AND ONE (1) COPY OF VENDOR'S BID MUST BE SUBMITTED.	Total Bid Amount \$	110,170
	TERMS	Net 30
F.E.I.N.: 04-3108160		

COMPANY NAME: **Mass Crane & Hoist**

STREET AND NO.: **500-1 Potash Hill Road**

CITY: **Tyngsboro** **STATE:** **MA** **ZIP:** **01879**

SIGNATURE: *Joel Pegglow* (AUTHORIZED SIGNATURE) **TITLE:** **Sales/Project Engineer**

DATE: **2022-02-16** **TELEPHONE:** **603-508-0633**

Maintenance Managers within two working days of being notified of such rejection. Failure to submit an acceptable revised annual crane/hoist inspection form within this time period may result in the Bidder's Bid being deemed nonresponsive and such Bid may not be considered for award.

FAILURE OF BIDDER TO SUBMIT THE ABOVE INFORMATION AND POSSESS THE MINIMUM EXPERIENCE OUTLINED ABOVE MAY RENDER SUCH BID NON-RESPONSIVE AND SUCH BID MAY NOT BE CONSIDERED FOR AWARD.

III. TERMS OF SERVICE

- A) The blanket period will be from April 1, 2022 to March 31, 2023. NBC reserves the right to extend this agreement for up to two additional twelve (12) month periods.

IV. GENERAL REQUIREMENTS

- A) Vendor is responsible for acquiring and maintaining all applicable licensing and permit requirements per local, state and federal regulations.
- B) The vendor is responsible for adherence to all local, state and federal OSHA guidelines and regulations.
- C) Vendor shall not subcontract any part of service work without specific NBC written permission.
- D) NBC reserves the right to inspect vendor facility and evaluate vendor capability to meet NBC Specifications/Requirements, prior to bid award.
- E) All work shall be provided in a professional workmanlike manner.
- F) Except for emergencies, no work should be performed unless an NBC Work Order number is given.
- G) NBC reserves the right to ask for quotes on specific projects.

V. SERVICE REQUIREMENTS

- A) The Contractor shall perform an annual inspection and lubricate all cranes/hoists and, if required, perform emergency repair services in order to maintain all the cranes/hoists in proper operating condition.
- B) The Contractor may be required to change the oil in the cranes/hoists listed herein, and perform a full rated operation load test on the cranes and monorails located in the NBC buildings listed herein. The Contractor will be responsible for disposing of old oil and grease.
- C) The Contractor shall provide all supervision, labor, service trucks, materials (including oil and grease), tools, equipment, and appurtenances necessary for the performance and completion of this Agreement. Contractor can invoice for labor only on the specified labor prices shown on Exhibit "A". Service truck shall be provided at no additional cost to NBC.

- D) The Contractor shall provide all tools and equipment considered to be normal and customary to the trade, including, but not limited to:
- Standard hand tools, band saws, rotary hammer drills, ¼" & ½" hand drills, gear/bearing pullers, torque wrenches, chain blocks hoists, come along hoists, step ladders from 4' to 16', and extension ladders from 16' to 24'. No tools or equipment which NBC deems to be standard or essential for the Contractor to own and use in the performance of this type of Work shall be charged.
- E) Contractor must state on Page One of Exhibit "A" any rental charges for scissor lift or scaffolding that might be used on inspections or repairs. Prices will not be included in bid determination but for informational purposes only.
- F) Contractor must state, on Page One, Two and Three of Exhibit "B", service rates for annual inspection, oil change and service charge for load test on each of the NBC Cranes/hoists listed.
- G) Successful bidder must be located within sixty (60) miles of Rhode Island, be available 24 hours/day, 7days/week, be able to complete temporary repairs in less than 4 hours and must certify that work is not being subcontracted.
- H) Vendor is required to provide twenty-four (24) hour emergency service. A four (4) hour response time is expected for emergency service. The vendor's response staff should be the individual or individuals most familiar with the hoist/crane system. Vendor must list phone number for requesting such service.
- I) Travel time is not allowed as a part of this agreement. All billable time is for on-site hours expended only.
- J) The bidding contractors shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications. Any work requiring a license shall be performed under the applicable license, as required under local or state laws.
- K) Vendor shall furnish the labor, materials, service equipment, tools, transportation, methods of communication and if required miscellaneous services to complete repair service.
- L) Cranes/Hoists Inspection Reports: The Contractor must use the NBC annual crane/hoist inspection form or approved equivalent. If Bidder is not using NBC Inspection Form, Bidder must submit copy with bid to be approved by NBC. Each crane/hoist listed herein shall be inspected and have an annual inspection form completed. A typed summary sheet shall be attached to the front of each inspection form and must include the following information: date of inspection, building location, crane/hoist location, type of crane/hoist, all deficiencies discovered during the inspection and corrective measures to restore the crane/hoist to proper operating condition. All inspection forms must be signed by the Crane Service Technician inspecting the crane/hoist. Inspection forms shall be submitted to the O&M Coordinator, Maintenance Supervisor or Maintenance Manager within two weeks after the date of inspection. In addition, the Contractor shall provide a detailed deficiency report that includes all cranes and hoists listed herein. (See attached Exhibit "B")

In addition, if during inspection any crane/hoist reveals an unsafe condition the Contractor must notify the O&M Coordinator, Maintenance Supervisor or Maintenance Manager at once before leaving that site.

All repairs to any crane/hoist require the approval from the Maintenance Supervisor or Maintenance Manager. Any repair work performed that has not been approved by the Maintenance Supervisor or Maintenance Manager will be at no cost to NBC.

VI. NBC FACILITIES

A) The NBC's O&M Coordinator, Scheduler/Planner, Maintenance Supervisor or Maintenance Manager will be the vendor's contact for scheduling inspections. The following lists the sites of NBC Facilities and times that vendor must check-in and out:

1. The following pump stations need crane/hoist service.

- Central Ave. Pump Station- Johnston, RI
- Omega Pump Station- E. Providence, RI
- Saylesville Pump Station- Lincoln, RI
- Washington Highway Pump Station-Lincoln, RI
- Reservoir Ave. Pump Station- Providence, RI
- Washington Park Pump Station- Providence, RI

*NBC Interceptor Maintenance Department should be contacted for access to pump stations.

2. Field's Point Wastewater Treatment Facility and Ernest St. Pumping Station. Vendor representatives must sign-in and personally check in (upon arrival at NBC site) with the senior NBC staff member present, to receive any appropriate instruction/information and upon completion of work must sign-out and check-out in person with the senior NBC staff member present, which shall be done consistent with the following:

- Vendor must sign-in and out, 7:30 AM-3:00 PM, Mon-Fri (except holidays) at the O&M Support Building.
- Vendor must check-in and out, 7:30 AM-3:00 PM, Mon-Fri (except holidays) with NBC O&M Coordinator, NBC Maintenance Supervisor and /or NBC Maintenance Manager. O&M Coordinator is located in O&M Support Building and Maintenance Supervisor and Manager are located in the Maintenance Building.
- All other days and hours, check-in and out with the Shift Supervisor on duty.

3. Bucklin Point Wastewater Treatment Facility. Vendor representatives must sign-in and personally check in (upon arrival at NBC site) with the senior NBC staff member present, to receive any appropriate instruction/information and upon completion of work must sign-out and check-out in person with the senior NBC staff member present, which shall be done consistent with the following:

- Vendor must sign-in and out, 7:30 AM-3:00 PM, Mon-Fri (except holidays) at the Screen & Grit Building.
- Vendor must check-in and out, 7:30 AM-3:00 PM, Mon-Fri (except holidays) with NBC Scheduler Planner, NBC Maintenance Foreman and /or NBC Maintenance Manager. Scheduler Planner is located in

O&M Support Building and Maintenance Foreman and Manager are located in the Service Building.

- All other days and hours, check-in and out with the Shift Supervisor on duty.

VII. WORK ORDERS/INVOICING

- A) At completion of on-site work on each day, a vendor service representative must complete and sign a written narrative “report of work performed” to include: NBC work order number (which will be provided to vendor at time of order placement), date, site street address, building/area, specific equipment, parts/materials installed/used and labor hours expended. Report shall be on vendor form. Vendor representative must have report signed by the senior NBC staff member present, to whom a copy of the report shall be given at that time. **Failure to record the NBC work order number and equipment ID number on service reports will delay vendor payment processing.**
- B) Bidders are advised that all labor is at General Prevailing Wage Rates for regular, overtime, and other mechanic, or type of workman needed to execute this work. The prevailing wage table may be obtained at the RI Division of Purchases home page by internet at www.purchasing.state.ri.us.
- C) Vendor shall invoice NBC only based on:
1. Bid award hourly labor rates cited by vendor on Exhibit “A” and rates cited by vendor on Exhibit “B” attached to the NBC Specifications.
 2. Parts, accessories, supplies and materials at vendor cost plus twenty-percent (+20%).
 - a) Vendor, by submission of bid, agrees to present for inspection and or provide copies documenting such cost, immediately upon demand and to NBC satisfaction.
 - b) Failure to comply with this parts, accessories, supplies and materials pricing specification and including note (a) shall be grounds for cancellation of the remaining balance of the bid award blanket agreement.
 3. Vendor shall invoice NBC on a monthly basis. Original invoice to be forwarded to NBC Corporate Headquarters, Accounts Payable Dept., One Service Road, Providence, Rhode Island 02905. **NBC Work Order Number, Purchase Order Number and Equipment Number listed on Exhibit “B” must be included on vendor’s invoice. Invoices sent without NBC Work Order, Purchase Order and Equipment Number could be cause for payment delay.**

TWO SEPARATE PURCHASE ORDERS WILL BE ISSUED. ONE FOR FIELD’S POINT AND ONE FOR BUCKLIN POINT.

VENDOR MUST INVOICE SEPARATELY FOR WORK PERFORMED ON NBC DEPARTMENTS HOISTS. (Example: FP-26 hoists, BP-25 hoists)

- D) Vendor shall invoice NBC only for labor hours expended on NBC location/job site based on sign-in and sign-out times.
- E) Vendor shall not invoice NBC for any quotes, which may be requested.

VIII. SAFETY

- A) Vendor shall provide all equipment and tools which shall be the appropriate type for the task to which its use has been assigned and shall be well maintained, calibrated and in proper working order before use in the performance of the service.
- B) Vendor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. Vendor shall maintain a safe work environment at all times. Vendor shall report immediately to NBC authorized representative the existence of unsafe condition(s), which will compromise the performance of the service.
- C) Vendor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.)
- D) Vendor must supply, at time of delivery or before, the Material Safety Data Sheet (MSDS) for each chemical substance product in quantities (volume/weight) of two (2) gallons/ten (10) pounds or more and for any known carcinogen in **ANY** quantity.

IX. INSURANCE

- A) All construction contractors, independent tradesman, or firms providing any type of maintenance, repair, or other type of service to be performed on Narragansett Bay Commission premises, buildings, or grounds are required to purchase and maintain insurance coverage, with a company or companies licensed to do business in the State of Rhode Island. Please refer to Page 12, Item #33 Insurance, in the attached NBC Terms and Conditions of Purchase, for amount of insurance coverage required.

The Purchasing Officer reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. **Successful bidders shall provide certificates of coverage, reflecting the Narragansett Bay Commission as an additional insured, to the NBC Purchasing Department, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.**

X. BUILDING RESTRICTIONS

- A) **PARKING:** Vendor shall make arrangements with the NBC representative prior to off-loading tools and equipment at the job site. Vendor shall park only in spaces designated by NBC representative.
- B) **SECURITY:** Vendor shall provide and update the list of all vendor personnel that will be working at NBC site and comply with all security measures required by NBC.
- C) **ACCESS:** Vendor shall make prior arrangements with the NBC representative for access to the building(s) for performance of the service.
- D) At the completion of the work, the vendor shall leave the facilities in a condition at least as satisfactory as prior to the commencement of vendor's work.

XII. BID EVALUATION

- A) For vendor bid to receive consideration for award, Exhibit "A" and Exhibit "B" to the NBC Specifications must be completed. (Total of 7 pages). Vendor must complete rental charges section on Exhibit "A" but this section will not be included in bid determination.
- B) NBC will make one bid award to the responsive and responsible bidder where bid is the lowest multi year extension evaluated bid.
- C) NBC reserves the right to inspect vendor facility and evaluate vendor capability to meet NBC Specifications/Requirements, prior to bid award.

NOTES:

- (A) NBC IS A RI PUBLIC CORPORATION AND IS EXEMPT FROM RI STATE SALES TAX.
- (B) NBC RESERVES THE RIGHT TO ADD, REPLACE OR DELETE SITES AND/OR HOISTS AT ANY TIME DURING THE AGREEMENT PERIOD.
- (C) VENDOR MUST CITE ANY EXCEPTIONS TO NBC SPECIFICATIONS ON SEPARATE ATTACHED COMPANY LETTERHEAD, DATED, REFERENCING THE NBC BID NUMBER AND SPECIFIC BID ITEM NUMBER, WITH AN AUTHORIZED COMPANY SIGNATURE AS WELL AS TYPED NAME & TITLE OF SIGNATORY.
- (D) VENDOR'S PRICE, ONE TOTAL PRICE, TO INCLUDE SUPPLY AND DELIVERY CHARGES ASSOCIATED WITH THE CRANE/HOIST OPERATION, INSPECTIONS AND MAINTENANCE. BID PRICE MUST BE ONE TOTAL PRICE THAT INCLUDES ALL CHARGES.
- (E) DUE TO COVID RESTRICTIONS THERE WILL BE NO PRE-BID MEETING HELD. INDEPENDENT SITE VISITS MAY BE PERFORMED BY VENDORS WITH 48 HOURS NOTICE PROVIDED TO RON GOODINSON AT 401-461-8848, EXT. 215 PRIOR TO FEBRUARY 4, 2022. TO SCHEDULE A BUCKLIN POINT SITE VISIT PLEASE CALL DAVE BROUILLARD AT 401-461-8848, EXT. 192.
- (F) QUESTIONS REGARDING THESE SPECIFICATIONS SHOULD BE DIRECTED TO RON GOODINSON VIA EMAIL RGOODINSON@NARRABAY.COM BY NO LATER THAN **FEBRUARY 4, 2022**.
- (G) NBC WILL MAKE ONE BID AWARD TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER WHERE BID IS THE LOWEST MULTIYEAR DOLLAR (\$) EXTENSION EVALUATED BID.
- (H) ***BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF BID PROPOSAL.***

EXHIBIT "A"

Mass Crane & Hoist

A-003287

RI LICENSE #:

EXPIRATION DATE:

VENDOR NAME

TO NBC SPECIFICATIONS DATED: January 26, 2022 FOR BID NO. 1421

BID PRICE BASED ON 100 LABOR HOURS MODEL FOR THE TWO LISTED JOB CATEGORIES AND MULTI MONTH PERIOD.

MULTI MONTH PERIOD	CRANE SERVICE TECH.	CRANE HELPER	EXTENSION \$ FY TOTALS
FOR THE PERIOD:: APRIL 1, 2022 TO MARCH 31, 2023	\$ 13,680 page 2	\$ 13,680 page 2	\$ 27,360 Total of page 2
FOR THE PERIOD:: APRIL 1, 2023 TO MARCH 31, 2024	\$ 13,680 page 3	\$ 13,680 page 3	\$ 27,360 Total of page 3
FOR THE PERIOD:: APRIL 1, 2024 TO MARCH 31, 2025	\$ 13,680 page 4	\$ 13,680 page 4	\$ 27,360 Total of page 4

NOTE:

(1) VENDOR, SUBMITTING THE LOWEST MULTI YEAR EXTENSION \$ TOTAL AND EVALUATED BY NBC AS CAPABLE OF MEETING NBC SPECIFICATION / REQUIREMENTS, SHALL BE CONSIDERED FOR BID AWARD.

MULTI YEAR \$ 82,080
EXTENSION \$ TOTAL

(Must appear here and on page two of bid proposal form)

(2) FAILURE TO COMPLETE EXHIBIT "A" SHALL BE GROUNDS FOR REMOVAL OF VENDOR FROM BID AWARD CONSIDERATION.

RENTAL CHARGES FOR EQUIPMENT

NOTE: THIS SECTION IS FOR INFORMATIONAL PURPOSES ONLY. PRICES WILL NOT BE INCLUDED IN BID DETERMINATION.

PERIODS	SCISSOR LIFT			SCAFFOLDING		
	DAY	WEEK	MONTH	DAY	WEEK	MONTH
APRIL 1, 2022 TO MARCH 31, 2023	\$ 590	\$ 720	\$ 925	\$ TBD	\$	\$
APRIL 1, 2023 TO MARCH 31, 2024	\$ 590	\$ 720	\$ 925	\$ per site	\$	\$
APRIL 1, 2024 TO MARCH 31, 2025	\$ 590	\$ 720	\$ 925	\$	\$	\$

EXHIBIT "A"

Mass Crane & Hoist

VENDOR NAME

TO NBC SPECIFICATIONS DATED: January 26, 2022 FOR BID NO. 1421

Vendor offering to provide services, in accordance with the NBC specifications to which this exhibit is attached, must cite hourly labor rate for each day and or hour category as listed:

NOTE: 100 labor hour model. This model is not intended to represent either quantity or dispersion (among 3 categories) of hours to be ordered, but only for bid award determination purposes.

INSTRUCTIONS: Enter labor rate for each category, multiply each labor rate by model hours, enter result in labor \$ extension column, total labor extension \$ amounts.

NBC SITE:	SERVICE CRANE		SERVICE CRANE		CRANE Helper		CRANE Helper	
	SITE + DAY-HOUR CATEGORY	TECH. LABOR RATE/HR.	MODEL NUMBER OF HOURS	TECH. LABOR \$ EXTENSION	SITE + DAY-HOUR CATEGORY	LABOR RATE/HR.	MODEL NUMBER OF HOURS	LABOR \$ EXTENSION
	MON-FRI (EXCEPT HOLIDAYS) 7 A.M.-3 P.M.	114	X 70	7,980	MON-FRI (EXCEPT HOLIDAYS) 7 A.M.-3 P.M.	114	X 70	7,980
	OTHER WEEKDAY HOURS & SATURDAY	171	X 20	3,420	OTHER WEEKDAY HOURS & SATURDAY	171	X 20	3,420
	SUNDAYS & HOLIDAYS	228	X 10	2,280	SUNDAYS & HOLIDAYS	228	X 10	2,280
				13,680				13,680
				27,360				27,360

100 LABOR HOURS MODEL PRICE EXTENSION FOR THE PERIOD: 4/1/2022 - 3/31/2023 **\$ 27,360**

TOTAL OF CRANE SERVICE TECHNICIAN AND HELPER (Record here and on page one of Exhibit "A") **\$ 13,680**

EXHIBIT "A"

Mass Crane & Hoist

VENDOR NAME

TO NBC SPECIFICATIONS DATED: January 26, 2022 FOR BID NO. 1421

Vendor offering to provide services, in accordance with the NBC specifications to which this exhibit is attached, must cite hourly labor rate for each day and or hour category as listed:

NOTE: 100 labor hour model. This model is not intended to represent either quantity or dispersion (among 3 categories) of hours to be ordered, but only for bid award determination purposes.

INSTRUCTIONS: Enter labor rate for each category, multiply each labor rate by model hours, enter result in labor \$ extension column, total labor extension \$ amounts.

NBC SITE:	CRANE SERVICE TECH.			CRANE HELPER			TOTAL BOXES 1-3
	SITE + DAY-HOUR CATEGORY	MODEL NUMBER OF HOURS	LABOR \$ RATE/HR.	SITE + DAY-HOUR CATEGORY	MODEL NUMBER OF HOURS	LABOR \$ RATE/HR.	
	MON-FRI (EXCEPT HOLIDAYS)	X 70	114	MON-FRI (EXCEPT HOLIDAYS)	X 70	114	BOX 1
	7 A.M.-3 P.M.			7 A.M.-3 P.M.			
	OTHER			OTHER			
	WEEKDAY HOURS & SATURDAY	X 20	171	WEEKDAY HOURS & SATURDAY	X 20	171	BOX 2
	SUNDAYS & HOLIDAYS	X 10	228	SUNDAYS & HOLIDAYS	X 10	228	BOX 3
			7,980			7,980	BOX 1
			3,420			3,420	BOX 2
			2,280			2,280	BOX 3
			13,680			13,680	CRANE HELPER
							TOTAL BOXES 1-3

100 LABOR HOURS MODEL PRICE EXTENSION FOR THE PERIOD: 4/1/2023-3/31/2024 **27,360**

TOTAL OF CRANE SERVICE TECHNICIAN AND HELPER (Record here and on page one of Exhibit "A")

EXHIBIT "A"

Mass Crane & Hoist

VENDOR NAME

TO NBC SPECIFICATIONS DATED: January 26, 2022 FOR BID NO. 1421

Vendor offering to provide services, in accordance with the NBC specifications to which this exhibit is attached, must cite hourly labor rate for each day and or hour category as listed:

NOTE: 100 labor hour model. This model is not intended to represent either quantity or dispersion (among 3 categories) of hours to be ordered, but only for bid award determination purposes.

INSTRUCTIONS: Enter labor rate for each category, multiply each labor rate by model hours, enter result in labor \$ extension column, total labor extension \$ amounts.

NBC SITE:	CRANE SERVICE TECH.			CRANE SERVICE TECH.			CRANE Helper			CRANE Helper		
	SITE + DAY-HOUR CATEGORY	MODEL NUMBER OF HOURS	LABOR \$ EXTENSION	SITE + DAY-HOUR CATEGORY	MODEL NUMBER OF HOURS	LABOR \$ EXTENSION	LABOR RATE/HR.	MODEL NUMBER OF HOURS	LABOR \$ EXTENSION	LABOR RATE/HR.	MODEL NUMBER OF HOURS	LABOR \$ EXTENSION
	MON-FRI (EXCEPT HOLIDAYS)	X 70	7,980	MON-FRI (EXCEPT HOLIDAYS)	X 70	114	114	X 70	7,980	MON-FRI (EXCEPT HOLIDAYS)	X 70	7,980
	7 A.M.-3 P.M.			7 A.M.-3 P.M.						OTHER		
	OTHER			OTHER						WEEKDAY HOURS & SATURDAY	X 20	3,420
	SATURDAY	X 20	3,420	SATURDAY	X 20	171	171	X 20	3,420	SATURDAY	X 20	3,420
	SUNDAYS & HOLIDAYS	X 10	2,280	SUNDAYS & HOLIDAYS	X 10	228	228	X 10	2,280	SUNDAYS & HOLIDAYS	X 10	2,280
			\$ 13,680								\$ 13,680	

TOTAL BOXES 1-3

100 LABOR HOURS MODEL PRICE EXTENSION FOR THE PERIOD: 4/1/2024 - 3/31/2025 **\$ 27,360**

TOTAL OF CRANE SERVICE TECHNICIAN AND HELPER (Record here and on page one of Exhibit "A")

EXHIBIT "B" LIST OF NBC CRANES/HOIST

HOIST TYPE		INSTRUCTIONS						
EL- ELECTRIC CB- CHAIN BLOCK WIN- WINCH		VENDOR ENTER COST FOR ANNUAL INSPECTION & OIL CHANGE, VENDOR ENTER COST FOR LOAD TEST. ADD TOGETHER AND ENTER IN TOTAL COST FOR ANNUAL INSPECTION.						
NBC DEPT.	NBC EQUIP. ID NO.	LOCATION	TYPE	BRAND	CRANE CAPACITY (LBS.)	COST FOR ANNUAL INSPECTION AND OIL CHANGE	COST FOR LOAD TEST	TOTAL COST ANNUAL INSPECTION
FP	FWWPLGRB+2HEL28A	FIELD'S POINT WWTF: GRIT BLDG. UPSTAIRS	EL	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FWWPLGRB+1HEL27A	GRIT TANK BLDG (1st Floor)	EL	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FWWWWWPS+1HEL19A	WET WEATHER PUMP ST.	EL	YALE	3,000	\$ 200	\$ 300	\$ 500
FP	FWWPMPSP+1HEL08A	PRIMARY SLUDGE PUMP ST. (1st floor)	EL	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FWWPMPSP-1HMN09A	PRIMARY SLUDGE PUMP ST (Pump Room)	CB	CM CORP.	4,000	\$ 150	\$ 300	\$ 450
FP	FWWSDRS1+1HEL14A	RETURN SLUDGE PUMP ST #1	EL	WRIGHT	6,000	\$ 200	\$ 300	\$ 500
FP	FWWSDRS2+1HEL01A	RETURN SLUDGE PUMP ST #2 (1st floor)	EL	YALE	6,000	\$ 200	\$ 300	\$ 500
FP	FWWSDRS2-1HEL02A	RETURN SLUDGE PUMP ST #2 (Pump Room)	EL	YALE	6,000	\$ 200	\$ 300	\$ 500
FP	FWWXPWB+1HEL03A	PLANT WATER PUMP. ST.	EL	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FWWBTSBB-1HMN04A	AERATION TANKS DEWATERING PUMP ST. (Basement)	CB	CM CORP.	4,000	\$ 150	\$ 300	\$ 450
FP	FWWBTSBB+1HEL05A	SCREW LIFT PUMP STATION & BLOWER BLDG (Ground floor back of bldg)	EL	YALE	12,000	\$ 320	\$ 350	\$ 670
FP	FWWBTSBB-1HEL07A	SCREW LIFT (2nd Floor)	CB	CM CORP.	500	\$ 150	\$ 300	\$ 450
FP	FWWBTSBB+3HEL06A	SCREW LIFT (3rd Floor)	EL	YALE	6,000	\$ 200	\$ 300	\$ 500
FP	FWWSLGTP+1HEL10A	GRAVITY THICKENER PUMP ST.	EL	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FWWXXMNB+1BRC11A	MAINTENANCE BLDG.	EL	DEMAG	10,000	\$ 320	\$ 350	\$ 670
FP	FWWDSDB+1HMN12A	DISINFECTION BLDG.	CB	YALE	2,000	\$ 200	\$ 300	\$ 500
FP	FWWDSDEB+1HMN13A	DECHLORINATION BLDG.	CB	YALE	2,000	\$ 200	\$ 300	\$ 500
FP	FWWIPESP+2HEL15A	ERNEST ST. PUMP ST. (Loading Dock)	EL	ROBBINS & MYERS	10,000	\$ 320	\$ 350	\$ 670
FP	FWWIPESP-1HEL16A	ERNEST ST. PUMP ST. (Below Ship Dock)	EL	ROBBINS & MYERS	10,000	\$ 320	\$ 350	\$ 670
FP	FWWIPESP+2HEL17A	ERNEST ST. PUMP ST. (Loading Dock)	EL	ROBBINS & MYERS	6,000	\$ 200	\$ 300	\$ 500
FP	FWWIPESP+1HRL18A	ERNEST ST. PUMP ST. (Conveyor Room)	EL	ROBBINS & MYERS	10,000	\$ 320	\$ 350	\$ 670
FP	FWWBTAB2+1HMN12A	NEW BLOWER BUILDING	CB	HARRING	12,400	\$ 320	\$ 350	\$ 670

EXHIBIT "B" LIST OF NBC CRANES/HOIST

HOIST TYPE
 EL- ELECTRIC
 CB- CHAIN BLOCK
 WIN- WINCH

INSTRUCTIONS
 VENDOR ENTER COST FOR ANNUAL INSPECTION & OIL CHANGE,
 VENDOR ENTER COST FOR LOAD TEST.
 ADD TOGETHER AND ENTER IN TOTAL COST FOR ANNUAL INSPECTION.

NBC DEPT.	NBC EQUIP. ID NO.	LOCATION	TYPE	BRAND	CRANE CAPACITY (LBS.)	COST FOR ANNUAL INSPECTION AND OIL CHANGE	COST FOR LOAD TEST	TOTAL COST ANNUAL INSPECTION
	FWWBTAB2+1HMN13A	NEW BLOWER BUILDING	CB	HARRING	12,400	\$ 320	\$ 350	\$ 670
	FWWBTAB2+1HMN14A	NEW BLOWER BUILDING	CB	HARRING	12,400	\$ 320	\$ 350	\$ 670
	FWWBTAB2+1HMN15A	NEW BLOWER BUILDING	CB	HARRING	12,400	\$ 320	\$ 350	\$ 670
		PAGE ONE TOTAL				\$ 5,930	\$ 7,950	\$ 13,880
		BUCKLIN POINT WWTF:						
BP	BWWDSDDDB+1HEL01B	UV PORTABLE WINCH	EL	TORK	2,000	\$ 150	\$ 300	\$ 450
BP	BWWSLGBT+1HMN08A	GBT BLDG HOIST #8	CB	C&M	4,000	\$ 200	\$ 300	\$ 500
BP	BWWPLSGTB+1HMN10A	SCREEN & GRIT BLDG HOIST #10	CB	ACCO-WRIGHT	1,000	\$ 200	\$ 300	\$ 500
BP	BWWSLDCB-1HMN12A	DIGESTER CONTROL BLDG. HOIST #12	CB	CM CORP.	4,000	\$ 200	\$ 300	\$ 500
BP	BWWBLB+1HEL13A	BLOWER BLDG HOIST #13	EL	ACCO-WRIGHT	10,000	\$ 320	\$ 350	\$ 670
BP	BWWBLB+1HEL14A	BLOWER BLDG HOIST #14	EL	ACCO-WRIGHT	10,000	\$ 320	\$ 350	\$ 670
BP	BWWBLB+1HEL15A	BLOWER BLDG HOIST #15	EL	ACCO-WRIGHT	10,000	\$ 320	\$ 350	\$ 670
BP	BWWXXSRB+1HEL30A	SERVICE BLDG HOIST #30	EL	HARRINGT ON	1,000	\$ 200	\$ 300	\$ 500
BP	BWWSLSSC+1HMN31A	SIDESTREAM CONTROL BLDG HOIST #31	CB	COFFING	2,000	\$ 200	\$ 300	\$ 500
BP	BWWXXSTB+1HEL32A	STORAGE BLDG HOIST #32	EL	CM CORP.	1,000	\$ 200	\$ 300	\$ 500
BP	BWWPMWT100WIN33A	WET WEATHER TANK 1 WINCH #33	WIN	THERN	2,000	\$ 150	\$ 300	\$ 450
BP	BWWPMWT100WIN34A	WET WEATHER TANK 2 WINCH #34	WIN	THERN	2,000	\$ 150	\$ 300	\$ 450
BP	BWWPMPSP00HEL35A	PRIMARY PUMP ST. OUTSIDE HOIST #35	EL	COFFING	2,000	\$ 200	\$ 300	\$ 500
BP	BWWDSCHL+1HMN36A	CHLORINE BLDG HOIST #36	CB	ACCO-WRIGHT	2,000	\$ 200	\$ 300	\$ 500
BP	BWWDSCT00WIN37A	CHLORINE CONTACT TANK WINCH #37A	WIN	THERN	500	\$ 150	\$ 300	\$ 450
BP	BWWSDRS200WIN38A	RET SLUDGE PUMP ST. 2 WINCH #38	WIN	THERN	2,000	\$ 150	\$ 300	\$ 450
BP	BWWBTAT300WIN39A	AERATION TANK 3 PORTABLE WINCH #39	WIN	THERN	2,000	\$ 150	\$ 300	\$ 450
BP	BWWBTCCP+1HMN40A	CARBON FEED BLDG HOIST #40	CB	HARRINGT ON	4,000	\$ 200	\$ 300	\$ 500
BP	BWWDSDDDB+1HEL41A	DRY WEATHER EFFLUENT P.S. HOIST #41	EL	ACCO-WRIGHT	4,000	\$ 200	\$ 300	\$ 500

EXHIBIT "B" LIST OF NBC CRANES/HOIST

HOIST TYPE		INSTRUCTIONS						
EL- ELECTRIC		VENDOR ENTER COST FOR ANNUAL INSPECTION & OIL CHANGE,						
CB- CHAIN BLOCK		VENDOR ENTER COST FOR LOAD TEST.						
WIN- WINCH		ADD TOGETHER AND ENTER IN TOTAL COST FOR ANNUAL INSPECTION.						
NBC DEPT.	NBC EQUIP. ID NO.	LOCATION	TYPE	BRAND	CRANE CAPACITY (LBS.)	COST FOR ANNUAL INSPECTION AND OIL CHANGE	COST FOR LOAD TEST	TOTAL COST ANNUAL INSPECTION
BP	BWWDSDDDB+1HMN42A	DRY WEATHER EFFLUENT P.S. / UV BLDG. HOIST#42	CB	DAYTON	2,000	\$ 150	\$ 300	\$ 450
BP	BWWPLSGB+1HMN43A	SCREEN & GRIT BLDG. HOIST #43	CB	COFFING	1,000	\$ 150	\$ 300	\$ 450
PAGE TWO TOTAL						\$ 3,860	\$ 5,850	\$ 9,710
FP	FSSPSWPP+1HMN21A	PUMPING STATIONS: WASHING PARK PUMP. ST. (First Floor)	CB	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FSSPSWPP+1HMN20A	WASHING PARK PUMP. ST. (Cooling Dock Outside)	CB	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FSSPSRAP+1HMN22A	RESEVOIR AVE. PUMP. ST.	CB	YALE	4,000	\$ 200	\$ 300	\$ 500
FP	FSSPSCAP-1HMN23A	CENTRAL AVE. PUMP. ST.	CB	CM CORP	2,000	\$ 200	\$ 300	\$ 500
FP	FSSGSINS+1HEL01A	G3 PROV. RIVER SIPHON BLDG. INDIA ST.	EL	YALE	2,000	\$ 200	\$ 300	\$ 500
IM	BSSPSOPS+1HEL24A	OMEGA PUMPING ST.	EL	SHAW BOX	4,000	\$ 200	\$ 300	\$ 500
IM	BSSPSSPS+1HMN25A	SAYLSVILLE PUMPING ST.	CB	COFFING	4,000	\$ 200	\$ 300	\$ 500
IM	BSSPSWHP+1HEL29A	WASHINGTON HWY. PUMP. ST.	EL	CM CORP	4,000	\$ 200	\$ 300	\$ 500
IM	BBLXXSEP+1HMN30A	LINCOLN SEPTAGE STATION	CB	BUDGIT	3,000	\$ 200	\$ 300	\$ 500
PAGE THREE TOTAL						\$ 1,800	\$ 2,700	\$ 4,500

TOTAL FROM PAGE ONE FIELD'S POINT WWTF LOCATIONS	\$ 13,880
TOTAL FROM PAGE TWO BUCKLIN POINT WWTF LOCATIONS	\$ 9,710
TOTAL FROM PAGE THREE PUMPING STATION LOCATIONS	\$ 4,500
TOTAL FOR BOTH LOCATIONS	\$ 28,090

(Enter here and on page two of Bid Proposal Form)



CRANE AND HOIST™
CRANE BUILDERS, INSTALLERS AND TECHNICIANS

Inspection References

Company: Woods Hole Oceanographic Institute

Address: 86 Water Street, Woods Hole, MA

Contact: Rick Galat

Phone: 508-362-0561

Email: rgalat@whoi.edu

Equipment: 87 total hoists and cranes up to 25-ton capacity in various environments

Company: Aspen Aerogels

Address: 3 Dexter Road, East Providence, RI

Contact: Frank Haskins

Phone: 774-641-6582

Email:

Equipment: 39 total hoists and cranes, high duty manufacturing

Company: Senesco Marine

Address: 10 McNaught Street, North Kingstown, RI

Contact: Joe Almeida

Phone: 401-295-0373

Email: almeida@senescomarine.com

Equipment: 16 total cranes, shipbuilding application



CRANE AND HOIST™
CRANE BUILDERS, INSTALLERS AND TECHNICIANS

2022 SERVICE RATES

WEEKDAYS

7:00 a.m. to 3:30 p.m. \$114.00 / Hour

3:30 p.m. to Midnight \$171.00 / Hour

SATURDAYS & HALF HOLIDAYS \$171.00 / Hour

SUNDAYS - AFTER MIDNIGHT \$228.00 / Hour

NATIONAL HOLIDAYS \$228.00 / Hour

EMERGENCY CALL (From Home) \$228.00 / Hour

PER DIEM..... \$ 50.00 / Day

LODGING \$115.00 / Day or Local Rate (Approx.)

2022 MILEAGE RATE

MILEAGE\$.95 / Mile

OUR SERVICE DEPARTMENT WILL NORMALLY RESPOND TO ALL CALLS WITHIN
24 HOURS OF NOTIFICATION.

ALL SERVICE/INSPECTION REPORTS ARE KEPT ON FILE FOR INSURANCE
PURPOSES.



Prepared for:

Narragansett Bay Commission

2 Ernest Street Providence, RI 02905

Inspection Location

Providence, RI, 02905

Mass Crane Job Number: 73360

Annual Inspections

Table of Contents

● High ● Med ● Low Section

Inspection - Fields Point	Hoist on Monorail - 101 (Blower Building)	0	0	0	1.0
Inspection - Fields Point	Hoist on Monorail - 103 (Blower Building No 2)	0	0	0	2.0
Inspection - Fields Point	Hoist on Monorail - 104 (Blower Building No 2)	0	0	0	3.0
Inspection - Fields Point	Hoist on Monorail - 102 (Blower Building No 2)	0	0	0	4.0
Inspection - Fields Point	Hoist on Monorail - 13 (Dechlorination Building)	0	0	0	5.0
Inspection - Fields Point	Hoist on Monorail - 12 (Disinfection Building)	0	0	0	6.0
Inspection - Fields Point	Hoist on Monorail - 10 (Gravitu Thicker Pump Station)	0	0	0	7.0
Inspection - Fields Point	Hoist - 27 (Grit Facilities)	0	0	0	8.0
Inspection - Fields Point	Hoist - 28 (Grit Facilities)	0	0	0	9.0
Inspection - Fields Point	Bridge Crane - H 6 (Level 3 Basement Caven Building Next To Out Side Crame)	0	0	0	10.0
Inspection - Fields Point	Hoist on Monorail - 3 (Plant Water Pump Station)	0	0	0	11.0
Inspection - Fields Point	Hoist on Monorail - 8 (Primary Sludge Pumping Station)	0	0	0	12.0
Inspection - Fields Point	Hoist on Monorail - 9 (Primary Sludge Pumping Station)	0	0	0	13.0
Inspection - Fields Point	Hoist on Monorail - 2 (Pump Station No 2)	0	0	0	14.0
Inspection - Fields Point	Hoist on Monorail - 14 (Return Sludge Pump Station No 1)	0	0	0	15.0
Inspection - Fields Point	Hoist on Monorail - 15 (Screening And Pump Building)	0	0	0	16.0
Inspection - Fields Point	Hoist on Monorail - 18 (Screening And Pump Building)	0	0	2	17.0
Inspection - Fields Point	Bridge Crane - 16 (Screening And Pump Building)	0	0	0	18.0
Inspection - Fields Point	Hoist on Monorail - 17 (Screening And Pump Building)	0	0	0	19.0
Inspection - Fields Point	Hoist on Monorail - 4 (Screw Lift Pump Station And Blower Building)	0	0	0	20.0
Inspection - Fields Point	Hoist on Monorail - 7 (Screw Lift Pump Station And Blower Building)	0	0	1	21.0
Inspection - Fields Point	Hoist on Monorail - 19 (Wet Weather Pump Station)	0	0	0	22.0
Inspection - Fields Point	Hoist on Monorail: 1 (Pump Station No 2)	0	0	0	23.0
Inspection - Fields Point	Bridge Crane: 11 (Maint Building)	0	0	0	24.0
Inspection - Fields Point	Hoist: 29 (Screening And Pump Building)	0	0	0	25.0
Inspection - Fields Point	Hoist on Monorail: H 7 (Level 4 Basement Building Next To Out Side Crame)	0	0	0	26.0




This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection - <i>Fields Point</i>	Hoist on Monorail: H1 (Level 4 Basement Building Next To Out Side Crane)	0	0	0	27.0
Inspection - <i>Fields Point</i>	Hoist on Monorail: H2 (Level 4 Basement Building Next To Out Side Crane)	0	0	0	28.0
Inspection - <i>Fields Point</i>	Hoist on Monorail: H3 - H3 (Level 4 Basement Building Next To Out Side Crane)	0	0	0	29.0
Inspection - <i>Fields Point</i>	Hoist on Monorail: H4 (Level 4 Basement Building Next To Out Side Crane)	0	0	0	30.0
Inspection - <i>Fields Point</i>	Hoist on Monorail: H5 (First Floor Mech Room Building Next To Out Side Crane)	0	0	0	31.0




This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Overview




Breakdown by Form

Form Type	 High	 Med	 Low	# Forms
Inspection	0	0	3	31
Overall:	0	0	3	31

Breakdown by Location

Location	 High	 Med	 Low	# Forms
Fields Point	0	0	3	31
Overall:	0	0	3	31

Breakdown by Asset

Asset Type	 High	 Med	 Low	# Assets
Bridge Crane	0	0	0	3
Hoist	0	0	0	3
Hoist on Monorail	0	0	3	25
Overall:	0	0	3	31

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection**Narragansett Bay Commission**2 Ernest Street
Providence, RI 02905FolderID: 73360
FormID: 10481105

Hoist on Monorail	Monorail Manufacturer:	T/C American
Completed by: Rich Desveaux on 04/22/2021	Monorail Type:	Patented Track
Location: Fields Point	Hoist Serial Number:	791258
Area: Blower Building	Hoist Model Number:	M3B-822
Customer Number:	Hoist Manufacturer:	Harrington
Identification Number (Search by): 101	Hoist Capacity:	6 (TONS)
Status: In Service	Hoist Type:	Chain - Link
	Hoist Lift:	15 (FT)
	Hoist Parts of Chain/Wire Rope:	3
	Hoist Mount:	Trolley - Hook
	Hoist Power:	Manual

Priorities Found: ● 21 - Good

Support

● 1. Rails and Stops	Good
● 2. Suspension	Good
● 3. Structural Bracing	Good

Hoist

● 4. Capacity Signs and Warning Tags	Good
● 5. Gear Cases	Good
● 6. Shafts and Couplings	Good
● 7. Brakes	Good
● 8. Hand Chains	Good
● 9. Chains and Containers	Good
● 10. Covers and Guards	Good
● 11. Load Hooks, Blocks and Latches	Good
● 12. Chain Sprocket	Good
● 13. Pawl, Ratchet, and Hand Wheel	Good

Trolley

● 14. Capacity Signs and Warning Tags	Good
● 15. Gear Cases	Good
● 16. Shafts and Couplings	Good
● 17. Hand Chains	Good
● 18. Covers and Guards	Good
● 19. Wheels and Bearings	Good
● 20. Bumpers and End Stops	Good
● 21. Trolley and Rails	Good

General

22. Additional Comments

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10481107

Hoist on Monorail

Completed by: Rich Desveaux on 04/22/2021

Location: Fields Point

Area: Blower Building No 2

Customer Number:

Identification Number (Search by): 103

Status: In Service

Monorail Manufacturer: T/C American

Monorail Type: Patented Track

Hoist Serial Number: 791257

Hoist Model Number: M3B-817

Hoist Manufacturer: Harrington

Hoist Capacity: 6 (TONS)

Hoist Type: Chain - Link

Hoist Parts of Chain/Wire Rope: 3

Hoist Mount: Trolley - Hook

Hoist Power: Manual

Priorities Found: ● 21 - Good

Support

- | | |
|-------------------------|------|
| ● 1. Rails and Stops | Good |
| ● 2. Suspension | Good |
| ● 3. Structural Bracing | Good |

Hoist

- | | |
|--------------------------------------|------|
| ● 4. Capacity Signs and Warning Tags | Good |
| ● 5. Gear Cases | Good |
| ● 6. Shafts and Couplings | Good |
| ● 7. Brakes | Good |
| ● 8. Hand Chains | Good |
| ● 9. Chains and Containers | Good |
| ● 10. Covers and Guards | Good |
| ● 11. Load Hooks, Blocks and Latches | Good |
| ● 12. Chain Sprocket | Good |
| ● 13. Pawl, Ratchet, and Hand Wheel | Good |

Trolley

- | | |
|---------------------------------------|------|
| ● 14. Capacity Signs and Warning Tags | Good |
| ● 15. Gear Cases | Good |
| ● 16. Shafts and Couplings | Good |
| ● 17. Hand Chains | Good |
| ● 18. Covers and Guards | Good |
| ● 19. Wheels and Bearings | Good |
| ● 20. Bumpers and End Stops | Good |
| ● 21. Trolley and Rails | Good |

General

- | |
|-------------------------|
| 22. Additional Comments |
|-------------------------|

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10481108

Hoist on Monorail	Monorail Manufacturer:	T/C American
Completed by: Rich Desveaux on 04/22/2021	Monorail Type:	Patented Track
Location: Fields Point	Hoist Serial Number:	791256
Area: Blower Building No 2	Hoist Model Number:	M3B-782
Customer Number:	Hoist Manufacturer:	Harrington
Identification Number (Search by): 104	Hoist Capacity:	6 (TONS)
Status: In Service	Hoist Type:	Chain - Link
	Hoist Lift:	15 (FT)
	Hoist Parts of Chain/Wire Rope:	3
	Hoist Mount:	Trolley - Hook
	Hoist Power:	Manual

Priorities Found: ● 21 - Good

Support

● 1. Rails and Stops	Good
● 2. Suspension	Good
● 3. Structural Bracing	Good

Hoist

● 4. Capacity Signs and Warning Tags	Good
● 5. Gear Cases	Good
● 6. Shafts and Couplings	Good
● 7. Brakes	Good
● 8. Hand Chains	Good
● 9. Chains and Containers	Good
● 10. Covers and Guards	Good
● 11. Load Hooks, Blocks and Latches	Good
● 12. Chain Sprocket	Good
● 13. Pawl, Ratchet, and Hand Wheel	Good

Trolley

● 14. Capacity Signs and Warning Tags	Good
● 15. Gear Cases	Good
● 16. Shafts and Couplings	Good
● 17. Hand Chains	Good
● 18. Covers and Guards	Good
● 19. Wheels and Bearings	Good
● 20. Bumpers and End Stops	Good
● 21. Trolley and Rails	Good

General

22. Additional Comments

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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Inspection**Narragansett Bay Commission**2 Ernest Street
Providence, RI 02905**Hoist on Monorail****Completed by: Rich Desveaux on 04/22/2021**

Location: Fields Point

Area: Blower Building No 2

Customer
Number:

Identification 102

Number (Search
by):

Status: In Service

Monorail Manufacturer: T/C American

Monorail Type: Patented Track

Hoist Serial Number: 791260

Hoist Model Number: M3B-822

Hoist Manufacturer: Harrington

Hoist Capacity: 6 (TONS)

Hoist Type: Chain - Link

Hoist Lift: 15 (FT)

Hoist Parts of Chain/Wire
Rope: 3

Hoist Mount: Trolley - Hook

Hoist Power: Manual

Priorities Found: ● 21 - Good

Support

● 1. Rails and Stops	Good
● 2. Suspension	Good
● 3. Structural Bracing	Good

Hoist

● 4. Capacity Signs and Warning Tags	Good
● 5. Gear Cases	Good
● 6. Shafts and Couplings	Good
● 7. Brakes	Good
● 8. Hand Chains	Good
● 9. Chains and Containers	Good
● 10. Covers and Guards	Good
● 11. Load Hooks, Blocks and Latches	Good
● 12. Chain Sprocket	Good
● 13. Pawl, Ratchet, and Hand Wheel	Good

Trolley

● 14. Capacity Signs and Warning Tags	Good
● 15. Gear Cases	Good
● 16. Shafts and Couplings	Good
● 17. Hand Chains	Good
● 18. Covers and Guards	Good
● 19. Wheels and Bearings	Good
● 20. Bumpers and End Stops	Good
● 21. Trolley and Rails	Good

General

22. Additional Comments

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID 10475571

Hoist on Monorail	Monorail Capacity:	1 (TONS)
Completed by: Rich Desveaux on 04/21/2021	Monorail Manufacturer:	Building Steel
Location: Fields Point	Monorail Type:	Beam
Area: Dechlorination Building	Hoist Serial Number:	UNKNOWN
Customer Number:	Hoist Manufacturer:	Yale
Identification Number (Search by): 13	Hoist Capacity:	1 (TONS)
Status: In Service	Hoist Type:	Chain - Link
	Hoist Lift:	15 (FT)
	Hoist Parts of Chain/Wire Rope:	1
	Hoist Mount:	Trolley - Hook
	Hoist Power:	Manual

Priorities Found: ● 17 - Good

Support		
● 1.	Rails and Stops	Good
● 2.	Suspension	Good
● 3.	Structural Bracing	Good
Hoist		
● 4.	Capacity Signs and Warning Tags	Good
● 5.	Gear Cases	Good
● 6.	Shafts and Couplings	Good
● 7.	Brakes	Good
● 8.	Hand Chains	Good
● 9.	Chains and Containers	Good
● 10.	Covers and Guards	Good
● 11.	Load Hooks, Blocks and Latches	Good
● 12.	Chain Sprocket	Good
● 13.	Pawl, Ratchet, and Hand Wheel	Good
Trolley		
● 14.	Capacity Signs and Warning Tags	Good
● 15.	Wheels and Bearings	Good
● 16.	Bumpers and End Stops	Good
● 17.	Trolley and Rails	Good
General		
18.	Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection**Narragansett Bay Commission**2 Ernest Street
Providence, RI 02905FolderID: 73360
FormID: 10475607

Hoist on Monorail	Monorail Manufacturer:	Building Steel
Completed by: Rich Desveaux on 04/21/2021	Monorail Type:	Beam
Location: Fields Point	Hoist Serial Number:	NONE
Area: Disinfection Building	Hoist Model Number:	OH
Customer Number:	Hoist Manufacturer:	Yale
Identification Number (Search by): 12	Hoist Capacity:	1 (TONS)
Status: In Service	Hoist Type:	Chain - Link
	Hoist Mount:	Trolley - Hook
	Hoist Power:	Manual

Priorities Found: ● 21 - Good

Support		
● 1.	Rails and Stops	Good
● 2.	Suspension	Good
● 3.	Structural Bracing	Good
Hoist		
● 4.	Capacity Signs and Warning Tags	Good
● 5.	Gear Cases	Good
● 6.	Shafts and Couplings	Good
● 7.	Brakes	Good
● 8.	Hand Chains	Good
● 9.	Chains and Containers	Good
● 10.	Covers and Guards	Good
● 11.	Load Hooks, Blocks and Latches	Good
● 12.	Chain Sprocket	Good
● 13.	Pawl, Ratchet, and Hand Wheel	Good
Trolley		
● 14.	Capacity Signs and Warning Tags	Good
● 15.	Gear Cases	Good
● 16.	Shafts and Couplings	Good
● 17.	Hand Chains	Good
● 18.	Covers and Guards	Good
● 19.	Wheels and Bearings	Good
● 20.	Bumpers and End Stops	Good
● 21.	Trolley and Rails	Good
General		
	22. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10482121

Hoist on Monorail	Monorail Manufacturer:	Cleveland
Completed by: Rich Desveaux on 04/22/2021	Monorail Type:	Patented Track
Location: Fields Point	Hoist Serial Number:	BE 236001B
Area: Gravitu Thicker Pump Station	Hoist Model Number:	NEW
Customer Number:	Hoist Manufacturer:	Yale
Identification Number (Search by): 10	Hoist Capacity:	2 (TONS)
Status: In Service	Hoist Type:	Wire Rope
	Hoist Parts of Chain/Wire Rope:	4
	Hoist Mount:	Trolley - Lug
	Hoist Power:	460/3/60
	Hoist Control Speeds:	Two Speed

Priorities Found: ● 24 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good

Trolley

● 21. Capacity Signs and Warning Tags	Good
● 22. Wheels and Bearings	Good
● 23. Bumpers and End Stops	Good
● 24. Trolley and Rails	Good

General

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

25. Additional Comments

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10473231

Hoist		Suspension:	YES
Completed by:	Rich Desveaux on 04/21/2021	Hoist Serial Number:	K 110278D
Location:	Fields Point	Hoist Model Number:	KEL
Area:	Grit Facilites	Hoist Manufacturer:	Yale
Customer Number:		Hoist Capacity:	2 (TONS)
Identification Number (Search by):	27	Hoist Type:	Chain - Link
Status:	In Service	Hoist Mount:	Trolley - Hook
		Hoist Power:	460/3/60

Priorities Found: ● **14 - Good**

Hoist		
● 1.	Capacity Signs and Warning Tags	Good
● 2.	Pendant and/or Controller	Good
● 3.	Control Enclosure	Good
● 4.	Contactors and Wiring	Good
● 5.	Motors	Good
● 6.	Gear Cases	Good
● 7.	Shafts and Couplings	Good
● 8.	Brakes	Good
● 9.	Chains and Containers	Good
● 10.	Covers and Guards	Good
● 11.	Main Disconnect Switch	Good
● 12.	Load Hooks, Blocks and Latches	Good
● 13.	Chain Sprocket	Good
Trolley		
14.	Capacity Signs and Warning Tags	
15.	Pendant and/or Controller	
16.	Control Enclosure	
17.	Contactors and Wiring	
18.	Limit Switches and Levers	
19.	Motors	
20.	Gear Cases	
21.	Shafts and Couplings	
22.	Brakes	
23.	Hand Chains	
24.	Covers and Guards	
25.	Air System and Supply	
26.	Collectors	
27.	Wheels and Bearings	
28.	Bumpers and End Stops	
29.	Trolley and Rails	

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General

● 30. Suspension	Good
31. Additional Comments	

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Inspection**Narragansett Bay Commission**2 Ernest Street
Providence, RI 02905FolderID: 73360
FormID: 10473310

Hoist		Hoist Serial Number:	K110277D
Completed by:	Rich Desveaux on 04/21/2021	Hoist Model Number:	KEL
Location:	Fields Point	Hoist Manufacturer:	Yale
Area:	Grlt Facilities	Hoist Capacity:	2 (TONS)
Customer Number:		Hoist Type:	Chain - Link
Identification Number (Search by):	28		
Status:	In Service		

Priorities Found: ● 14 - Good

Hoist		
● 1.	Capacity Signs and Warning Tags	Good
● 2.	Pendant and/or Controller	Good
● 3.	Control Enclosure	Good
● 4.	Contactors and Wiring	Good
● 5.	Motors	Good
● 6.	Gear Cases	Good
● 7.	Shafts and Couplings	Good
● 8.	Brakes	Good
● 9.	Chains and Containers	Good
● 10.	Covers and Guards	Good
● 11.	Main Disconnect Switch	Good
● 12.	Load Hooks, Blocks and Latches	Good
● 13.	Chain Sprocket	Good
Trolley		
	14. Capacity Signs and Warning Tags	
	15. Pendant and/or Controller	
	16. Control Enclosure	
	17. Contactors and Wiring	
	18. Limit Switches and Levers	
	19. Motors	
	20. Gear Cases	
	21. Shafts and Couplings	
	22. Brakes	
	23. Hand Chains	
	24. Covers and Guards	
	25. Air System and Supply	
	26. Collectors	
	27. Wheels and Bearings	
	28. Bumpers and End Stops	
	29. Trolley and Rails	

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General

● 30. Suspension

Good

31. Additional Comments

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Inspection**Narragansett Bay Commission**2 Ernest Street
Providence, RI 02905FolderID: 73360
FormID: 10470807**Bridge Crane****Completed by:** Rich Desveaux on 04/23/2021**Location:** Fields Point**Area:** Level 3 Basement Caven
Building Next To Out Side
Crame**Customer
Number:****Identification
Number (Search
by):** H 6**Status:** In Service**Description:** 20 Ton Ace Bridge Crane with Hoists**Runway Power Delivery:** Conductor Bar**Runway Power Delivery
Manufacturer:** Duct-O-Wire**Runway Length:** 80 (FT)**Crane Capacity:** 20 (TONS)**Crane Type:** DGTRDM (Double Girder, Top
Running, Dual Motor)**Crane Serial Number:** 121305**Crane Manufacturer:** Ace**Crane Span:** 40 (FT)**Crane Power:** 460/3/60**Crane Power Delivery:** C-Track Festoon**Crane Power Delivery
Manufacturer:** Duct-O-Wire**Number of Hoists:** 1**Controller Type:** Other**Hoist [1] Serial Number:** 14730**Hoist [1] Manufacturer:** Ace**Hoist [1] Capacity:** 20 (TONS)**Hoist [1] Type:** Wire Rope**Hoist [1] Load Brake:** VFD Flux Vector**Hoist [1] Power:** 460/3/60**Hoist [1] Control Speeds:** Variable Speed**Trolley [1] Capacity:** 20 (TONS)**Trolley [1] Control Speeds:** Variable Speed

Priorities Found: ● 51 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Crane

● 6. Capacity and Warning Signs	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good

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● 15. Covers and Guards	Good
● 16. Conductors and Collectors	Good
● 17. Manual Disconnect Switch	Good
● 18. Wheels and Bearings	Good
● 19. Handrails, Walkways, and Ladders	Good
● 20. Bumpers and End Stops	Good
● 21. Girders and End Trucks	Good
● 22. Warning Devices	Good
Hoist [1]	
● 23. Capacity Signs and Warning Tags	Good
● 24. Pendant and/or Controller	Good
● 25. Control Enclosure	Good
● 26. Contactors and Wiring	Good
● 27. Limit Switches and Levers	Good
● 28. Motors	Good
● 29. Gear Cases	Good
● 30. Shafts and Couplings	Good
● 31. Brakes	Good
● 32. Covers and Guards	Good
● 33. Main Disconnect Switch	Good
● 34. Wire Rope	Good
● 35. Sheaves	Good
● 36. Load Hooks, Blocks and Latches	Good
● 37. Wire Rope Drum	Good
Trolley [1]	
● 38. Capacity Signs and Warning Tags	Good
● 39. Pendant and/or Controller	Good
● 40. Control Enclosure	Good
● 41. Contactors and Wiring	Good
● 42. Limit Switches and Levers	Good
● 43. Motors	Good
● 44. Gear Cases	Good
● 45. Shafts and Couplings	Good
● 46. Brakes	Good
● 47. Covers and Guards	Good
● 48. Collectors	Good
● 49. Wheels and Bearings	Good
● 50. Bumpers and End Stops	Good
● 51. Trolley and Rails	Good
General	
52. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10474955

Hoist on Monorail	Monorail Manufacturer: Cleveland
Completed by: Rich Desveaux on 04/21/2021	Monorail Type: Patented Track
Location: Fields Point	Hoist Serial Number: BC236002B
Area: Plant Water Pump Station	Hoist Model Number: NEW
Customer Number:	Hoist Manufacturer: Yale
Identification Number (Search by): 3	Hoist Capacity: 2 (TONS)
Status: In Service	Hoist Type: Wire Rope
	Hoist Parts of Chain/Wire Rope: 4
	Hoist Mount: Trolley - Lug
	Hoist Power: 460/3/60
	Hoist Control Speeds: Two Speed

Priorities Found: ● 32 - Good

Support		
● 1.	Rails and Stops	Good
● 2.	Conductors	Good
● 3.	Main Disconnect Switch	Good
● 4.	Suspension	Good
● 5.	Structural Bracing	Good
Hoist		
● 6.	Capacity Signs and Warning Tags	Good
● 7.	Pendant and/or Controller	Good
● 8.	Control Enclosure	Good
● 9.	Contactors and Wiring	Good
● 10.	Limit Switches and Levers	Good
● 11.	Motors	Good
● 12.	Gear Cases	Good
● 13.	Shafts and Couplings	Good
● 14.	Brakes	Good
● 15.	Covers and Guards	Good
● 16.	Main Disconnect Switch	Good
● 17.	Wire Rope	Good
● 18.	Sheaves	Good
● 19.	Load Hooks, Blocks and Latches	Good
● 20.	Wire Rope Drum	Good
Trolley		
● 21.	Capacity Signs and Warning Tags	Good
● 22.	Pendant and/or Controller	Good
● 23.	Control Enclosure	Good
● 24.	Contactors and Wiring	Good
● 25.	Motors	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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11.1

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10481811

Hoist on Monorail	Monorail Manufacturer: Cleveland
Completed by: Rich Desveaux on 04/22/2021	Monorail Type: Patented Track
Location: Fields Point	Hoist Serial Number: NO TAG
Area: Primary Sludge Pumping Station	Hoist Model Number: BEW
Customer Number:	Hoist Manufacturer: Yale
Identification Number (Search by): 8	Hoist Capacity: 3 (TONS)
Status: In Service	Hoist Type: Wire Rope
	Hoist Lift: 40 (FT)
	Hoist Parts of Chain/Wire Rope: 4
	Hoist Mount: Trolley - Lug
	Hoist Power: 460/3/60
	Hoist Control Speeds: Two Speed

Priorities Found: ● 32 - Good

Support		
● 1.	Rails and Stops	Good
● 2.	Conductors	Good
● 3.	Main Disconnect Switch	Good
● 4.	Suspension	Good
● 5.	Structural Bracing	Good
Hoist		
● 6.	Capacity Signs and Warning Tags	Good
● 7.	Pendant and/or Controller	Good
● 8.	Control Enclosure	Good
● 9.	Contactors and Wiring	Good
● 10.	Limit Switches and Levers	Good
● 11.	Motors	Good
● 12.	Gear Cases	Good
● 13.	Shafts and Couplings	Good
● 14.	Brakes	Good
● 15.	Covers and Guards	Good
● 16.	Main Disconnect Switch	Good
● 17.	Wire Rope	Good
● 18.	Sheaves	Good
● 19.	Load Hooks, Blocks and Latches	Good
● 20.	Wire Rope Drum	Good
Trolley		
● 21.	Capacity Signs and Warning Tags	Good
● 22.	Pendant and/or Controller	Good
● 23.	Control Enclosure	Good
● 24.	Contactors and Wiring	Good

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● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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12.1

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10476230

Hoist on Monorail	Monorail Manufacturer: Cleveland
Completed by: Rich Desveaux on 04/21/2021	Monorail Type: Patented Track
Location: Fields Point	Hoist Serial Number: 648
Area: Primary Sludge Pumping Station	Hoist Manufacturer: CM
Customer Number:	Hoist Capacity: 2 (TONS)
Identification Number (Search by): 9	Hoist Type: Chain - Link
Status: In Service	Hoist Lift: 10 (FT)
	Hoist Mount: Trolley - Lug
	Hoist Power: Manual

Priorities Found: ● 18 - Good

Support		
● 1.	Rails and Stops	Good
● 2.	Suspension	Good
● 3.	Structural Bracing	Good
Hoist		
● 4.	Capacity Signs and Warning Tags	Good
● 5.	Gear Cases	Good
● 6.	Shafts and Couplings	Good
● 7.	Brakes	Good
● 8.	Hand Chains	Good
● 9.	Chains and Containers	Good
● 10.	Covers and Guards	Good
● 11.	Load Hooks, Blocks and Latches	Good
● 12.	Chain Sprocket	Good
● 13.	Pawl, Ratchet, and Hand Wheel	Good
Trolley		
● 14.	Capacity Signs and Warning Tags	Good
● 15.	Covers and Guards	Good
● 16.	Wheels and Bearings	Good
● 17.	Bumpers and End Stops	Good
● 18.	Trolley and Rails	Good
General		
19.	Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection

Narragansett Bay Commission
2 Ernest Street
Providence, RI 02905

FolderID: 73360
FormID: 10481678

Hoist on Monorail	Monorail Manufacturer:	Cleveland
Completed by: Rich Desveaux on 04/22/2021	Monorail Type:	Patented Track
Location: Fields Point	Hoist Serial Number:	BC236006B
Area: Pump Station No 2	Hoist Model Number:	NEW
Customer Number:	Hoist Manufacturer:	Yale
Identification Number (Search by): 2	Hoist Capacity:	3 (TONS)
Status: In Service	Hoist Type:	Wire Rope
	Hoist Lift:	15 (FT)
	Hoist Parts of Chain/Wire Rope:	4
	Hoist Mount:	Trolley - Lug
	Hoist Power:	460/3/60
	Hoist Control Speeds:	Two Speed

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good

Trolley

● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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14.1

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10475116

Hoist on Monorail		Monorail Manufacturer:	T/C American
Completed by:	Rich Desveaux on 04/21/2021	Monorail Type:	Patented Track
Location:	Fields Point	Hoist Serial Number:	532-20-16781
Area:	Return Sludge Pump Station No 1	Hoist Model Number:	C2W03
Customer Number:		Hoist Manufacturer:	Acco-Wright
Identification Number (Search by):	14	Hoist Capacity:	3 (TONS)
Status:	In Service	Hoist Type:	Wire Rope
		Hoist Mount:	Trolley - Lug
		Hoist Power:	460/3/60

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good

Trolley

● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

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15.1

Inspection

Narragansett Bay Commission
2 Ernest Street
Providence, RI 02905

FolderID 73360
FormID. 10489201

Hoist on Monorail	Monorail Manufacturer: Cleveland
Completed by: Rich Desveaux on 04/23/2021	Monorail Type: Patented Track
Location: Fields Point	Hoist Serial Number: CAN T READ
Area: Screening And Pump Building	Hoist Manufacturer: Robbins and Myers (R&M)
Customer Number:	Hoist Capacity: 5 (TONS)
Identification Number (Search by): 15	Hoist Type: Wire Rope
Status: In Service	Hoist Parts of Chain/Wire Rope: 4
	Hoist Mount: Trolley - Lug
	Hoist Power: 460/3/60

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good

Trolley

● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good

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● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10489598

Hoist on Monorail	Monorail Manufacturer: Cleveland
Completed by: Rich Desveaux on 04/23/2021	Monorail Type: Patented Track
Location: Fields Point	Hoist Serial Number: 153554TB1
Area: Screening And Pump Building	Hoist Model Number: D3-5-17A
Customer Number:	Hoist Manufacturer: Robbins and Myers (R&M)
Identification Number (Search by): 18	Hoist Capacity: 5 (TONS)
Status: In Service	Hoist Type: Wire Rope
	Hoist Lift: 20 (FT)
	Hoist Parts of Chain/Wire Rope: 4
	Hoist Mount: Trolley - Lug
	Hoist Power: 460/3/60

Priorities Found: ● 2 - Low ● 30 - Good

Support			
● 1.	Rails and Stops	Good	
● 2.	Conductors	General - Bad	P2
	▢ Cord reel with 30 ft 12-4 cable		
● 3.	Main Disconnect Switch	Good	
● 4.	Suspension	Good	
● 5.	Structural Bracing	Good	
Hoist			
● 6.	Capacity Signs and Warning Tags	Good	
● 7.	Pendant and/or Controller	Good	
● 8.	Control Enclosure	Good	
● 9.	Contactors and Wiring	Good	
● 10.	Limit Switches and Levers	Good	
● 11.	Motors	Good	
● 12.	Gear Cases	Good	
● 13.	Shafts and Couplings	Good	
● 14.	Brakes	Good	
● 15.	Covers and Guards	Good	
● 16.	Main Disconnect Switch	Good	
● 17.	Wire Rope	General - Bad	P17
	▢ 20ft lift est 7 /16 no buttons		
● 18.	Sheaves	Good	
● 19.	Load Hooks, Blocks and Latches	Good	
● 20.	Wire Rope Drum	Good	
Trolley			
● 21.	Capacity Signs and Warning Tags	Good	
● 22.	Pendant and/or Controller	Good	
● 23.	Control Enclosure	Good	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good

General

33. Additional Comments



P2.1



P17.2

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10491240

Bridge Crane	Runway Type:	Ceiling Supported
Completed by: Rich Desveaux on 04/23/2021	Runway Power:	Electric
Location: Fields Point	Runway Power Delivery:	Conductor Bar
Area: Screening And Pump Building	Runway Length:	100 (FT)
Customer Number:	Crane Capacity:	5 (TONS)
Identification Number (Search by): 16	Crane Type:	SGURDM (Single Girder, Under Running, Dual Motor)
Status: In Service	Crane Serial Number:	NONE
	Crane Manufacturer:	Cleveland
	Crane Span:	15 (FT)
	Crane Power:	460/3/60
	Crane Power Delivery:	Conductor Bar
	Number of Hoists:	1
	Controller Pendant Cord Length:	20 (FT)
	Controller Pendant ON/OFF:	Momentary
	Controller Pendant Buttons:	8
	Hoist [1] Serial Number:	153556TB1
	Hoist [1] Model Number:	D353
	Hoist [1] Manufacturer:	Robbins and Myers (R&M)
	Hoist [1] Capacity:	5 (TONS)
	Hoist [1] Type:	Wire Rope
	Hoist [1] Lift:	20 (FT)
	Hoist [1] Parts Chain/Wire Rope:	4
	Hoist [1] Mount:	Trolley - Lug
	Hoist [1] Power:	460/3/60

Priorities Found: ● 46 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Crane

● 6. Capacity and Warning Signs	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Motors	Good
● 11. Gear Cases	Good

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● 12. Shafts and Couplings	Good
● 13. Brakes	Good
● 14. Covers and Guards	Good
● 15. Conductors and Collectors	Good
● 16. Manual Disconnect Switch	Good
● 17. Wheels and Bearings	Good
● 18. Bumpers and End Stops	Good
● 19. Girders and End Trucks	Good
Hoist [1]	
● 20. Capacity Signs and Warning Tags	Good
● 21. Pendant and/or Controller	Good
● 22. Control Enclosure	Good
● 23. Contactors and Wiring	Good
● 24. Limit Switches and Levers	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Brakes	Good
● 29. Covers and Guards	Good
● 30. Main Disconnect Switch	Good
● 31. Wire Rope	Good
● 32. Sheaves	Good
● 33. Load Hooks, Blocks and Latches	Good
● 34. Wire Rope Drum	Good
Trolley [1]	
● 35. Capacity Signs and Warning Tags	Good
● 36. Pendant and/or Controller	Good
● 37. Control Enclosure	Good
● 38. Contactors and Wiring	Good
● 39. Motors	Good
● 40. Gear Cases	Good
● 41. Shafts and Couplings	Good
● 42. Covers and Guards	Good
● 43. Collectors	Good
● 44. Wheels and Bearings	Good
● 45. Bumpers and End Stops	Good
● 46. Trolley and Rails	Good
General	
47. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10489290

Hoist on Monorail	Monorail Manufacturer:	Cleveland
Completed by: Rich Desveaux on 04/23/2021	Monorail Type:	Patented Track
Location: Fields Point	Hoist Serial Number:	UNKNOWN CAN T READ
Area: Screening And Pump Building	Hoist Manufacturer:	Acco-Wright
Customer Number:	Hoist Capacity:	5 (TONS)
Identification Number (Search by): 17	Hoist Type:	Wire Rope
Status: In Service	Hoist Mount:	Trolley - Lug
	Hoist Power:	460/3/60

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good

Trolley

● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good

General

33. Additional Comments

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10482979

Hoist on Monorail	Monorail Manufacturer: Cleveland
Completed by: Rich Desveaux on 04/22/2021	Monorail Type: Patented Track
Location: Fields Point	Hoist Serial Number: NONE
Area: Screw Lift Pump Station And Blower Building	Hoist Model Number: OH
Customer Number:	Hoist Manufacturer: CM
Identification Number (Search by): 4	Hoist Capacity: 2 (TONS)
Status: In Service	Hoist Type: Chain - Link
	Hoist Parts of Chain/Wire Rope: 1
	Hoist Mount: Trolley - Lug
	Hoist Power: Manual

Priorities Found: ● 17 - Good

Support		
● 1.	Rails and Stops	Good
● 2.	Suspension	Good
● 3.	Structural Bracing	Good
Hoist		
● 4.	Capacity Signs and Warning Tags	Good
● 5.	Gear Cases	Good
● 6.	Shafts and Couplings	Good
● 7.	Brakes	Good
● 8.	Hand Chains	Good
● 9.	Chains and Containers	Good
● 10.	Covers and Guards	Good
● 11.	Load Hooks, Blocks and Latches	Good
● 12.	Chain Sprocket	Good
● 13.	Pawl, Ratchet, and Hand Wheel	Good
Trolley		
● 14.	Capacity Signs and Warning Tags	Good
● 15.	Wheels and Bearings	Good
● 16.	Bumpers and End Stops	Good
● 17.	Trolley and Rails	Good
General		
18.	Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection**Narragansett Bay Commission**2 Ernest Street
Providence, RI 02905FolderID 73360
FormID: 10475994

Hoist on Monorail	Monorail Manufacturer: Cleveland
Completed by: Rich Desveaux on 04/21/2021	Monorail Type: Patented Track
Location: Fields Point	Hoist Serial Number: BC235999B
Area: Screw Lift Pump Station And Blower Building	Hoist Model Number: NEW
Customer Number:	Hoist Manufacturer: Yale
Identification Number (Search by): 7	Hoist Capacity: 3 (TONS)
Status: In Service	Hoist Type: Wire Rope

Priorities Found: ● 1 - Low ● 31 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	General - Bad
■ Many cuts red tagged	
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good

Trolley

● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good

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● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10475846

Hoist on Monorail	Monorail Manufacturer:	Cleveland
Completed by: Rich Desveaux on 04/21/2021	Monorail Type:	Patented Track
Location: Fields Point	Hoist Serial Number:	BC236000B
Area: Wet Weather Pump Station	Hoist Model Number:	BEW
Customer Number:	Hoist Manufacturer:	Yale
Identification Number (Search by): 19	Hoist Capacity:	3000 (LBS)
Status: In Service	Hoist Type:	Wire Rope
	Hoist Parts of Chain/Wire Rope:	4
	Hoist Mount:	Trolley - Lug
	Hoist Power:	460/3/60
	Hoist Control Speeds:	Two Speed

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good
● 21. Pawl, Ratchet, and Hand Wheel	Good

Trolley

● 22. Capacity Signs and Warning Tags	Good
● 23. Pendant and/or Controller	Good
● 24. Control Enclosure	Good
● 25. Contactors and Wiring	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 26. Motors	Good
● 27. Gear Cases	Good
● 28. Shafts and Couplings	Good
● 29. Covers and Guards	Good
● 30. Collectors	Good
● 31. Wheels and Bearings	Good
● 32. Bumpers and End Stops	Good
● 33. Trolley and Rails	Good
34. Limit Switches and Levers	
35. Brakes	
36. Hand Chains	
37. Air System and Supply	
General	
38. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID 73360
 FormID: 10474270

Hoist on Monorail

Completed by: Rich Desveaux on 04/21/2021

Location: Fields Point

Area: Pump Station No 2

Customer Number: 1

Status: In Service

Monorail Manufacturer: American Monorail

Monorail Type: Patented Track

Hoist Serial Number: BC236004B

Hoist Model Number: NEW

Hoist Manufacturer: Yale

Hoist Capacity: 3 (TONS)

Hoist Type: Wire Rope

Hoist Mount: Trolley - Lug

Hoist Power: 460/3/60

Hoist Control Speeds: Two Speed

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good

Trolley

● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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23.1

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10473893

Bridge Crane	Crane Capacity:	5 (TONS)
Completed by: Rich Desveaux on 04/21/2021	Crane Type:	DGURDM (Double Girder, Under Running, Dual Motor)
Location: Fields Point	Crane Serial Number:	71/505440 A
Area: Maint Building	Crane Manufacturer:	Cleveland
Customer Number: 11	Crane Span:	40 (FT)
Status: In Service	Crane Power:	460/3/60
	Number of Hoists:	1
	Hoist [1] Serial Number:	UNKNOWN
	Hoist [1] Manufacturer:	Demag
	Hoist [1] Capacity:	5 (TONS)
	Hoist [1] Type:	Wire Rope
	Hoist [1] Lift:	20 (FT)

Priorities Found: ● 45 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Crane

● 6. Capacity and Warning Signs	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Motors	Good
● 11. Gear Cases	Good
● 12. Shafts and Couplings	Good
● 13. Covers and Guards	Good
● 14. Conductors and Collectors	Good
● 15. Manual Disconnect Switch	Good
● 16. Wheels and Bearings	Good
● 17. Bumpers and End Stops	Good
● 18. Girders and End Trucks	Good

Hoist [1]

● 19. Capacity Signs and Warning Tags	Good
● 20. Pendant and/or Controller	Good
● 21. Control Enclosure	Good
● 22. Contactors and Wiring	Good
● 23. Limit Switches and Levers	Good
● 24. Motors	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 25. Gear Cases	Good
● 26. Shafts and Couplings	Good
● 27. Brakes	Good
● 28. Covers and Guards	Good
● 29. Main Disconnect Switch	Good
● 30. Wire Rope	Good
● 31. Sheaves	Good
● 32. Load Hooks, Blocks and Latches	Good
● 33. Wire Rope Drum	Good
Trolley [1]	
● 34. Capacity Signs and Warning Tags	Good
● 35. Pendant and/or Controller	Good
● 36. Control Enclosure	Good
● 37. Contactors and Wiring	Good
● 38. Motors	Good
● 39. Gear Cases	Good
● 40. Shafts and Couplings	Good
● 41. Covers and Guards	Good
● 42. Collectors	Good
● 43. Wheels and Bearings	Good
● 44. Bumpers and End Stops	Good
● 45. Trolley and Rails	Good
General	
46. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10470814

Hoist		Power Delivery:	Hard wire
Completed by: Rich Desveaux on 04/21/2021		Controller Type:	Pendant
Location: Fields Point		Hoist Serial Number:	07E01K94
Area: Screening And Pump Building		Hoist Model Number:	DEW2.5-67FM63S1
Customer Number: 29		Hoist Manufacturer:	Yale
Status: In Service		Hoist Capacity:	2.5 (TONS)
Description: 2.5 Ton Yale Hoist		Hoist Type:	Wire Rope
		Hoist Load Brake:	Mechanical
		Hoist Mount:	Stationary
		Hoist Power:	460/3/60
		Hoist Control Speeds:	Variable Speed

Priorities Found: ● 16 - Good

Hoist		
● 1.	Capacity Signs and Warning Tags	Good
● 2.	Pendant and/or Controller	Good
● 3.	Control Enclosure	Good
● 4.	Contactors and Wiring	Good
● 5.	Limit Switches and Levers	Good
● 6.	Motors	Good
● 7.	Gear Cases	Good
● 8.	Shafts and Couplings	Good
● 9.	Brakes	Good
● 10.	Covers and Guards	Good
● 11.	Main Disconnect Switch	Good
● 12.	Wire Rope	Good
● 13.	Sheaves	Good
● 14.	Load Hooks, Blocks and Latches	Good
● 15.	Wire Rope Drum	Good
General		
● 16.	Suspension	Good
17.	Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10470813

Hoist on Monorail
Completed by: Rich Desveaux on 04/22/2021
Location: Fields Point
Area: Level 4 Basement Building
 Next To Out Side Crame
Customer Number: H 7
Status: In Service
Description: 2 Ton ShawBox Hoist on a Monorail

Monorail Capacity:	2 (TONS)
Monorail Manufacturer:	n/a
Monorail Length:	10 (FT)
Monorail Type:	Beam
Monorail Power Delivery:	Tag Line Festoon
Monorail Power Delivery Manufacturer:	Aero-Motive
Controller Type:	Pendant
Controller Pendant Manufacturer:	Budgit (LTi)
Controller Pendant Cord:	4C / 16AWG
Controller Pendant Cord Length:	20
Controller Pendant Buttons:	2
Hoist Serial Number:	5920ZC
Hoist Model Number:	80L02025D14
Hoist Manufacturer:	Shawbox
Hoist Capacity:	2 (TONS)
Hoist Type:	Wire Rope
Hoist Lift:	20 (FT)
Hoist Load Brake:	Mechanical
Hoist Power:	460/3/60
Hoist Control Speeds:	Single Speed
Trolley Capacity:	2 (TONS)

Priorities Found: ● 28 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good
Trolley	
● 21. Capacity Signs and Warning Tags	Good
● 22. Gear Cases	Good
● 23. Shafts and Couplings	Good
● 24. Hand Chains	Good
● 25. Covers and Guards	Good
● 26. Wheels and Bearings	Good
● 27. Bumpers and End Stops	Good
● 28. Trolley and Rails	Good
General	
29. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10470810

Hoist on Monorail	Monorail Capacity:	2 (TONS)
Completed by: Rich Desveaux on 04/22/2021	Monorail Manufacturer:	Unknown
Location: Fields Point	Monorail Length:	12 (FT)
Area: Level 4 Basement Building Next To Out Side Crame	Monorail Type:	Beam
Customer Number: H1	Monorail Power Delivery:	Tag Line Festoon
Identification Number (Search by):	Monorail Power Delivery Manufacturer:	Aero-Motive
Status: In Service	Controller Type:	Pendant
Description: 2 Ton ShawBox Hoist on a Monorail	Controller Pendant Manufacturer:	Budgit (LTi)
	Controller Pendant Cord:	3C / 16AWG
	Controller Pendant Cord Length:	20
	Controller Pendant Buttons:	2
	Hoist Serial Number:	07C28871
	Hoist Model Number:	80L02025D14
	Hoist Manufacturer:	Shawbox
	Hoist Capacity:	2 (TONS)
	Hoist Type:	Wire Rope
	Hoist Lift:	20 (FT)
	Hoist Load Brake:	Mechanical
	Hoist Power:	460/3/60
	Hoist Control Speeds:	Single Speed
	Trolley Capacity:	2 (TONS)

Priorities Found: ● 28 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good
Trolley	
● 21. Capacity Signs and Warning Tags	Good
● 22. Gear Cases	Good
● 23. Shafts and Couplings	Good
● 24. Hand Chains	Good
● 25. Covers and Guards	Good
● 26. Wheels and Bearings	Good
● 27. Bumpers and End Stops	Good
● 28. Trolley and Rails	Good
General	
29. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10470811

Hoist on Monorail	Monorail Capacity:	5 (TONS)
Completed by: Rich Desveaux on 04/22/2021	Monorail Manufacturer:	Unknown
Location: Fields Point	Monorail Length:	70 (FT)
Area: Level 4 Basement Building Next To Out Side Crane	Monorail Type:	Beam
Customer Number: H2	Monorail Power Delivery:	Tag Line Festoon
Identification Number (Search by):	Monorail Power Delivery Manufacturer:	Aero-Motive
Status: In Service	Controller Type:	Pendant
Description: 5 Ton ShawBox Hoist on a Monorail	Controller Pendant Manufacturer:	Budgit (LTi)
	Controller Pendant Cord:	4C / 14AWG
	Controller Pendant Cord Length:	15
	Controller Pendant Buttons:	4
	Hoist Serial Number:	70D02763
	Hoist Model Number:	72L05018D13
	Hoist Manufacturer:	Shawbox
	Hoist Capacity:	5 (TONS)
	Hoist Type:	Wire Rope
	Hoist Lift:	20 (FT)
	Hoist Load Brake:	Mechanical
	Hoist Power:	460/3/60
	Hoist Control Speeds:	Single Speed
	Trolley Capacity:	5 (TONS)

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good
Trolley	
● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection

Narragansett Bay Commission
2 Ernest Street
Providence, RI 02905

FolderID: 73360
FormID: 10470812

Hoist on Monorail

Completed by: Rich Desveaux on 04/22/2021

Location: Fields Point

Area: Level 4 Basement Building
Next To Out Side Crane

Customer Number: H3

Identification Number (Search by): H3

Status: In Service

Description: 20 Ton Acco-Wright Hoist on a Monorail

Monorail Capacity: 20 (TONS)

Monorail Manufacturer: Unknown

Monorail Length: 20 (FT)

Monorail Type: Beam

Monorail Power Delivery: Tag Line Festoon

Monorail Power Delivery Manufacturer: Aero-Motive

Controller Type: Pendant

Controller Pendant Manufacturer: Telemacanique

Controller Pendant Cord: 8C / 16AWG

Controller Pendant Cord Length: 20

Controller Pendant Buttons: 4

Hoist Serial Number: 535-20-4495

Hoist Model Number: C5W20

Hoist Manufacturer: Acco-Wright

Hoist Capacity: 20 (TONS)

Hoist Type: Wire Rope

Hoist Lift: 24 (FT)

Hoist Load Brake: Mechanical

Hoist Mount: Trolley - Lug

Hoist Power: 460/3/60

Hoist Control Speeds: Single Speed

Trolley Capacity: 20 (TONS)

Trolley Control Speeds: Single Speed

Priorities Found: ● 32 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 14. Brakes	Good
● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good
Trolley	
● 21. Capacity Signs and Warning Tags	Good
● 22. Pendant and/or Controller	Good
● 23. Control Enclosure	Good
● 24. Contactors and Wiring	Good
● 25. Motors	Good
● 26. Gear Cases	Good
● 27. Shafts and Couplings	Good
● 28. Covers and Guards	Good
● 29. Collectors	Good
● 30. Wheels and Bearings	Good
● 31. Bumpers and End Stops	Good
● 32. Trolley and Rails	Good
General	
33. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection
Narragansett Bay Commission
 2 Ernest Street
 Providence, RI 02905

FolderID: 73360
 FormID: 10470808

Hoist on Monorail

Completed by: Rich Desveaux on 04/22/2021

Location: Fields Point

Area: Level 4 Basement Building
Next To Out Side Crame

Customer Number: H4

Identification Number (Search by):

Status: In Service

Description: 5 Ton ShawBox Hoist on a Monorail

Monorail Capacity: 5 (TONS)

Monorail Manufacturer: Others

Monorail Length: 30 (FT)

Monorail Type: Beam

Monorail Power Delivery: Tag Line Festoon

Monorail Power Delivery Manufacturer: Aero-Motive

Controller Type: Pendant

Controller Pendant Manufacturer: Budgit (LTi)

Controller Pendant Cord: 3C / 16AWG

Controller Pendant Cord Length: 8

Controller Pendant Buttons: 2

Hoist Serial Number: 07D02764

Hoist Model Number: 72L05018D13

Hoist Manufacturer: Shawbox

Hoist Capacity: 5 (TONS)

Hoist Type: Wire Rope

Hoist Lift: 15 (FT)

Hoist Load Brake: Mechanical

Hoist Mount: Trolley - Lug

Hoist Power: 460/3/60

Hoist Control Speeds: Single Speed

Trolley Capacity: 3 (TONS)

Priorities Found: ● 28 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

● 15. Covers and Guards	Good
● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good
Trolley	
● 21. Capacity Signs and Warning Tags	Good
● 22. Gear Cases	Good
● 23. Shafts and Couplings	Good
● 24. Hand Chains	Good
● 25. Covers and Guards	Good
● 26. Wheels and Bearings	Good
● 27. Bumpers and End Stops	Good
● 28. Trolley and Rails	Good
General	
29. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

Inspection**Narragansett Bay Commission**2 Ernest Street
Providence, RI 02905FolderID 73360
FormID: 10470809**Hoist on Monorail****Completed by:** Rich Desveaux on 04/23/2021**Location:** Fields Point**Area:** First Floor Mech Room
Building Next To Out Side
Crane**Customer
Number:** H5**Identification
Number (Search
by):****Status:** In Service**Description:** 5 Ton ShawBox Hoist on a Monorail**Monorail Capacity:** 5 (TONS)**Monorail Manufacturer:** Unknown**Monorail Length:** 25 (FT)**Monorail Type:** Beam**Monorail Power Delivery:** Tag Line Festoon**Monorail Power Delivery
Manufacturer:** Aero-Motive**Controller Type:** Pendant**Controller Pendant
Manufacturer:** Budgit (LTi)**Controller Pendant Cord:** 3C / 16AWG**Controller Pendant Cord
Length:** 10**Controller Pendant
Buttons:** 2**Hoist Serial Number:** 07D02765**Hoist Model Number:** 72L0503SD13**Hoist Manufacturer:** Shawbox**Hoist Capacity:** 5 (TONS)**Hoist Type:** Wire Rope**Hoist Lift:** 35 (FT)**Hoist Load Brake:** Mechanical**Hoist Power:** 460/3/60**Hoist Control Speeds:** Single Speed**Trolley Capacity:** 5 (TONS)

Priorities Found: ● 26 - Good

Support

● 1. Rails and Stops	Good
● 2. Conductors	Good
● 3. Main Disconnect Switch	Good
● 4. Suspension	Good
● 5. Structural Bracing	Good

Hoist

● 6. Capacity Signs and Warning Tags	Good
● 7. Pendant and/or Controller	Good
● 8. Control Enclosure	Good
● 9. Contactors and Wiring	Good
● 10. Limit Switches and Levers	Good
● 11. Motors	Good
● 12. Gear Cases	Good
● 13. Shafts and Couplings	Good
● 14. Brakes	Good
● 15. Covers and Guards	Good

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● 16. Main Disconnect Switch	Good
● 17. Wire Rope	Good
● 18. Sheaves	Good
● 19. Load Hooks, Blocks and Latches	Good
● 20. Wire Rope Drum	Good
Trolley	
● 21. Capacity Signs and Warning Tags	Good
● 22. Hand Chains	Good
● 23. Covers and Guards	Good
● 24. Wheels and Bearings	Good
● 25. Bumpers and End Stops	Good
● 26. Trolley and Rails	Good
General	
27. Additional Comments	

This inspection covers maintenance and operation only. Inspection is visual unless otherwise stated. Load brake checked during load test only.

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31.1

Southworth-Milton, Inc. d/b/a Milton CAT
 STANDARD TERMS AND CONDITIONS OF CUSTOMER SERVICE AGREEMENT ("Terms and Conditions")

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT PSSR 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Service Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all work emergency service requests performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below. Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate, if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers.

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame or between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Customer shall defend, indemnify and hold harmless Milton, its employees, directors, affiliates, customers, agents, vendors, successors, and assigns against any and all damages, claims or liabilities, expenses (including attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of Customer, its agents, employees, or subcontractors. The foregoing indemnity shall not apply to any damages or liabilities to the extent caused by the willful misconduct or gross negligence of Milton.

WAIVER OF JURY TRIAL: CUSTOMER HEREBY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO A TRIAL BY JURY IN ANY CAUSE OF ACTION THAT MAY ARISE OUT OF THIS AGREEMENT.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

APPLICABLE LAW; VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction in the Commonwealth of Massachusetts and no other state or province.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflicts clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless made in writing and signed by an Officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

NOTICES: All notices required or desired to be given hereunder shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

AFFIRMATIVE ACTION NOTICE: Customer is notified that they may be subject to the provisions of: 41 C.F.R. §60-300.5(a); 41 CFR §60-741.5(a); 41 C.F.R. §60- 1.4(a) and (c); 41 C.F.R. §60.17(a); 48 C.F.R. §52.222-54(e); and 29 C.F.R. Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Customer shall abide by the requirements of 41 C.F.R. §60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Customer shall abide by the requirements of 41 C.F.R. §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Customer agrees to abide by and comply with all federal, state and local nondiscrimination laws, rules and regulations including but not limited to the Fair Housing Act, Americans with Disabilities Act, all federal, state and local laws and any other laws, codes or regulations incorporated into the Owner-Contractor agreement as they may apply to the Work.

Customer # 4779150

Serial #

Customer	Southworth-Milton, Inc. d/b/a/ Milton CAT
Name: Ronald P. Goodinson Jr.	Name: Alex Tuttle
Title: Maintenance Manager	Title: Product Support Consultant
Signature: <i>Ronald P. Goodinson Jr.</i>	Signature: <i>Alex Tuttle</i>
Date: Oct. 25, 2021	Date: 10/18/2021
	Agreement price void 90 days from date

Please return to any of the three options below:

ServiceSolutionsCenter@miltoncat.com

Milton Cat Service Agreements
 100 Quarry Drive
 Milford, MA 01757

Fax: (508) 282-3199



June 18th, 2020

Eugene Sorkin
Bucklin Point, RI
25 Nassau Street
East Providence, RI 02860
401-461-8848 Ext.219
esorkin@narabay.com

Reference: 12-0009 Bucklin Point / AM-2020-0373B

Subject: Proposal for a comprehensive Maintenance Service Plan (MSP)

Equipment covered: Two (2) NX300-C070 Turbo Blowers.

Dear Mr. Sorkin,

We are pleased to provide you with our proposal for the Comprehensive Maintenance Service Plan (MSP) for our products in your Wastewater Treatment Plant. The concept of MSP provides preventive maintenance and upgrades to the product. In addition, it provides long-term cost protection through the Extended Warranty. As well as the guaranteed priority availability of parts.

The comprehensive Maintenance Service (MSP) Plan has been carefully designed to provide our valued customers with a peace of mind Turbo Blower operation and to protect them from any unscheduled events.

Our Plan includes:

- I. Extended Warranty
 - It covers the cost of repairing or replacing major component when out of service.
 - Includes:
 1. Blower Core
 - o High efficiency impeller,
 - o Permanent magnet synchronous motor,
 - o Bump-foil air bearings,
 - o Diffuser fan,
 - o Motor casing
 2. Variable Speed Drive/Inverter
 3. Input Line Reactor
 4. Sine-wave (sinus) filter
 5. Blower Local Control Panel and PLC components
 6. HMI Touch Screen components
 7. Internal vibration and absorption mounts
 8. Vibration sensors and monitoring
 9. Discharge Expander (discharge cone)
 10. Blow off by-pass valve and solenoid parts
 11. Blow off silencer
 12. Sound attenuating inside enclosure
 13. Check valve seals and discs
 14. Stop valve body seals and discs



1.5. External expansion joint

- II. Remote Monitoring System and support as permitted by the customer.
 - III. The Extended Preventive Routine Maintenance (EPRM).
 - o One (1) on-site maintenance and inspection visit by a manufacturer's Field Service technician.
 - o Refresher training.
 - o Inspect and clean/replace the air intake filters (inside the turbo blower).
 - o Inspect and clean dirt and debris in enclosure, seal as required.
 - o Bump start alignment of the core bearings and check health for continued operation.
 - o Ensure PLC and HMI software is operational and suitable for the blower control.
 - o Inspect for loose connections and tighten them as required.
 - o Verify sensors functionality and replace them as required.
 - o Inspect control parameters and adjust to adapt to the operating environment.
 - o Inspect of paint and fasteners and apply touch-up or replacement as required. Touch-up does not apply to areas larger than a quarter Dollar coin size.
- Additionally, this plan includes:
- o Remote Technical Support (by telephone), as required.
 - o Reponse time within 1 business hour.
 - o Up to 150 hours of technical support.
 - o Reporting on operation and diagnostics of operating units, when available for remote monitoring.

Price:

- 1st period (12 months). From July 1st, 2020 to June 30th 2021 : US \$31,869
- 2nd period (12 months). From July 1st 2021 to June 30th 2022 : US \$31,869
- 3rd period (12 months). From July 1st 2022 to June 30th 2023 : US \$32,825
- 4th period (12 months). From July 1st 2023 to June 30th 2024 : US \$33,810

Exclusions:

The following consumables and life limited parts are excluded from the coverage:

- o Air Filters elements.
- o BOV Orifice diaphragm.
- o Coolant Fluids.
- o Fuses.
- o Gaskets.
- o Hardware and fittings.
- o Items such as paint, fasteners, nuts and bolts when exposed to undeclared corrosive environment.
- o Power supplies.
- o TC connectors.
- o Thermocouple and thermocouple transmitter.
- o Transformer 560/480 -- 110/220 V.
- o Existing rusted areas on enclosure are not covered under the warranty.



A pre-inspection of the Turbo Blowers may be required prior enrollment of the comprehensive Maintenance Service (MSP) plan.


Proposal valid until July 15th, 2020.

We look forward to your consideration of our offer.

Sincerely,

Julio Fajardo
Aftermarket Sales

A 1270 Michèle-Bohec, Blainville, QC J7C 5S4 Canada
A 160 Banker Road, Plattsburgh, NY 12901 United States
P 1-866-592-9482 ext. 2116
M 514-607-3084
E jfajardo@apg-neuros.com

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Div. 7-9(1) Attachment Partnership Number : HACH522930
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com




Partnership Number : HACH522930 **Version :** 0.7 **Quotation Date :** 25-APR-23
Expiration Date : 03-AUG-23


Hach Company Contact : Sullo, Kevin M **Service Partnership Phone :** **Service Partnership Email :** kevin.sullo@hach.com
Customer Ref : RENEWAL QUOTE **Customer Contact :** BROUILLARD, DAVID
Customer Phone : 401-461-8848 x192 **Customer Fax :** **Customer Email :** dbrouillard@narrabay.com

<u>Bill-To Account # 004621</u>		<u>Ship-To Account # 004621</u>		
Customer Name	NARRAGANSETT BAY COMMISSION	Customer Name	NARRAGANSETT BAY COMMISSION	Payment Terms: Net 30
Address4	ACCOUNTS PAYABLE	Address4	BUCKLIN POINT WWTP	Billing Method: Annual-Invoices on START Date
Address1	1 SERVICE RD	Address1	25 NASSAU ST	Currency: USD
Address2		Address2		
Address3		Address3		
City,State, PostalCode	PROVIDENCE-RI-02905-5505	City,State, Postalcode	PAWTUCKET-RI-02860	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPUVASPRB	01-JUL-23	30-JUN-24	Fld Svc-2V UVAS Sensor:01-JUL-2023:30-JUN-2024	3,072.00
1.1	LXV418.99.90002			db UVAS sc PROBE, 50mm ; 1276297	
1.2	LXV418.99.90002			db UVAS sc PROBE, 50mm ; 1574662	
2	FSPSC1000	01-JUL-23	30-JUN-24	Fld Svc-1V SC1000 Controller:01-JUL-2023:30-JUN-2024	398.00
2.1	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1277027	
3	FSPSOLITAX	01-JUL-23	30-JUN-24	Fld Svc-2V Solitax Sensor:01-JUL-2023:30-JUN-2024	4,038.00

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

3.1	LXV423.99.00200			db HS-LINE sc/IMMERSION 500g/l WIPER SS ; 1613935	
3.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1647863	
3.3	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1680289	
4	FSPNITRATAX	01-JUL-23	30-JUN-24	Fld Svc-2V Nitratax Sensor:01-JUL-2023:30-JUN-2024	3,058.00
4.1	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1649930	
4.2	LXV417.99.20002			db NITRATAX PLUS SC 2MM ; 1509617	
5	PMP-DR2800-1V	01-JUL-23	30-JUN-24	PMP-DR2800 SPECT-1V (FRV 1):01-JUL-23:30-JUN-24	1,003.00
5.1	DR2800-01B1			oo aa db DR2800 SPECTROPHOTOMETER W/BATTERY ; 1496895	
6	BSPPLUSDR3900	01-JUL-23	30-JUN-24	BenchPlus-DR3900:01-JUL-2023:3 0-JUN-2024 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	2,060.00
6.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1704672	
6.2	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 2231096	
7	BSPPLUSSONATAXSC	01-JUL-23	30-JUN-24	BenchPlus-Sonatax sc, 1V:01-JUL-2023:30-JUN-2024 This Bench Service Plus Partnership includes one on-site PM/calibration per year and full coverage for repairs at the Hach Service Center. Also includes any additional on-site visits authorized by the Hach Technical Support Team.	3,232.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Div. 3 of 6 Attachment Partnership Number : HACH522930
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

7.1	LXV431.99.00002			db SONATAX sc SLUDGE LEVEL PROBE ; 1681544	
7.2	LXV431.99.00002			db SONATAX sc SLUDGE LEVEL PROBE ; 1674386	
7.3	LXV431.99.00002			db SONATAX sc SLUDGE LEVEL PROBE ; 1680418	
7.4	LXV431.99.00002			db SONATAX sc SLUDGE LEVEL PROBE ; 1441060	
8	FSPSC200	01-JUL-23	30-JUN-24	Fld Svc-1V SC200 Controller:01-JUL-2023:30-JUN-2024	1,776.00
8.1	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1512C0153296	
8.2	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 201266020380	
8.3	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1706C0172906	
8.4	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1509C013879	
8.5	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1603C0131102	
8.6	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1410C0120664	


Sub Total : 18,637.00
Tax: 0.00
Total : 18,637.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : NARRAGANSETT BAY COMMISSION

Customer P.O. Number : _____

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:


Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks to other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:


None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

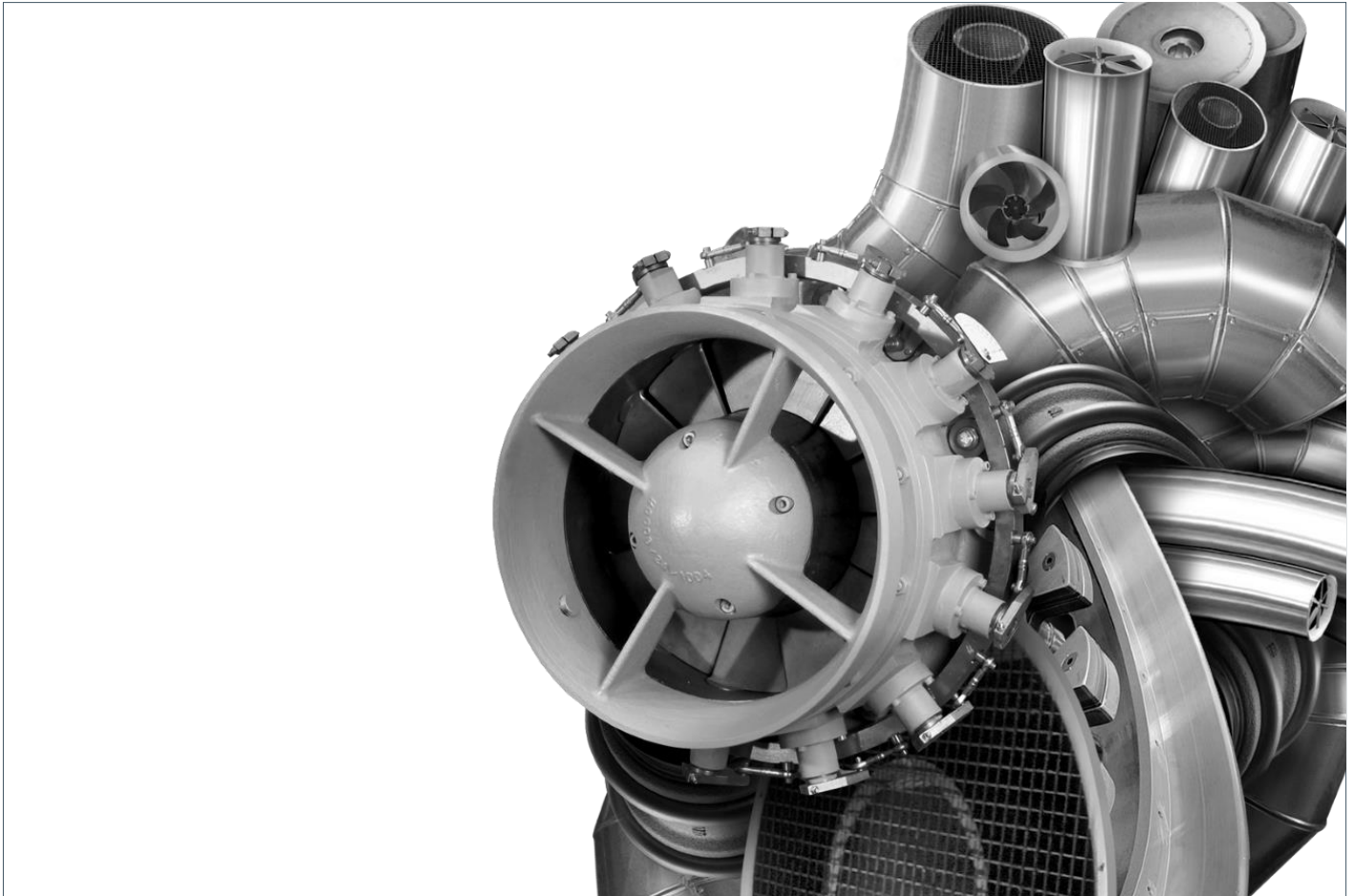
The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Div. 7-9(1) Attachment Partnership Number : HACH522930
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



Proposal

Service estimate for S NBC Bucklin Point

For compressors no. □type Roots Blower

Proposal to: NBC Bucklin Point

For: □oe Prata

Project: Field Service

Our reference: □RO□AF.AFM.000913

Your ref: □RO□AF.AFM.000913

Date: May 24, 2022

Howden Roots LLC, HRO-S, 4654 □ est □unction Street, Springfield, MO 65802, USA

Tel: +1 417 380 5756

Email: □essica.Forbus@Howden.com

□ eb: www.howden.com

Revolving Around You™



Customer: NBC Bucklin Point Our ref: ROAF.AFM.000913
 Project: Field Service Your ref: ROAF.AFM.000913
 Site: NBC Bucklin Point Date: 05/24/2022



Contact: Joe Prata
 Email:
 Phone: 401-461-8848 Ext.193

Location: East Providence, Rhode Island
 Model: Roots Blower
 Description or Scope: Engineering visit

Inspection of DO Control System and Tuning adjustments as needed for seasonal permit changes
 Inspect Tank Analog Instruments for proper operation and verify that readings match at instrument, PLC and HMI displays
 Observe Blower operation of both Roots and Neuros equipment. Check Lead/Lag swap and system recover after failure.
 Record current operational performance and operator input about system. Record all setpoints and changes made during visit.
 Provide a USB copy of all programs, if changes are necessary.
 Provide trip report which includes system overview and operating data.

Labor	
Monday-Friday:10 hours/day, Saturday:8 hours/day	
Total Days Required for Job Completion (Working and Standby Days)	1
Quantity of Persons	1
Total Hours Required for Job Completion	10
Monday thru Saturday, first 40 hours: Total Hours: 10, SE rate, \$270/hour	\$2,700
Monday thru Saturday, over 40 hours: Total Hours: 0, SE rate, \$0/hour	\$0
Travel	
Airfare	\$1,020
Roundtrip Travel Labor	\$3,500
Meal Expense (1 days on site including weekends, 2 days travel per person)	\$225
Lodging, Incidental, and Transportation Expenses	\$501
Programing changes - 2nd Generator and Mixed Mode Blower setup	\$2,524
Uptime initialization and setup	\$0
Uptime monitoring - 6 month evaluation period	\$0
Estimated Service Total	\$10,470
Estimated Equipment/Parts Total	\$0
Estimated Overall Total	\$10,470

Notes:

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Howden technician.

This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform. Does not include craft labor and tools to support the work.

This proposal does not include the typical replacement components for the service. Any significant wear or abnormalities identified requiring extra labor and/or parts shall be billed per Howden's standard Service Rate Schedule. Howden will provide an estimate of additional time and materials as required.

This offer is made expressly subject to and conditioned upon acceptance of Seller's Standard Terms and Conditions of Sale for products and services, copy attached hereto. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Seller unless expressly accepted in writing by Seller.

Service and equipment/parts will be invoiced seperately.

Customer:	NBC Bucklin Point	Our ref:	ROAF.AFM.000913
Project:	Field Service	Your ref:	ROAF.AFM.000913
Site:	NBC Bucklin Point	Date:	05/24/2022

**Attachments:**

Field Service Rate Sheet, Howden Selling Policy.

Time and Material pricing per	Howden Schedule of Field Service Rates
Currency	USD
Terms of Payment	Net 30 Days
Terms of Delivery	DAP East Providence, Rhode Island, USA per Incoterms 2020
Terms and Conditions	North American Standard Terms <input type="checkbox"/> Conditions for Goods <input type="checkbox"/> Services <input type="checkbox"/> 1 Nov 2021
Forward Purchase Orders to	Howden Roots LLC 4654 . Junction Street Springfield, MO 65802 USA Phone: (417) 864-5599 / Fax: (417) 866-0235
Service Sales	David Roskowic David.Roskowic@howden.com
Prepared By	Jessica Forbus Jessica.Forbus@Howden.com



Howden Roots C Field Service Rates

HRO-S – US dollars (USD)

All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).

Services Provided: Inspections Maintenance Field Repairs Balancing Site Supervision Project Management Start Up Installation Supervision

A. Rates for service in Continental North America U.S. Dollars (USD):

Days	Field Service Technician	Engineering Personnel
Monday thru Saturday (except holidays)	First 40 Hours <input type="checkbox"/> 175/hour	First 40 Hours <input type="checkbox"/> 270/hour
	Over 40 Hours <input type="checkbox"/> 265/hour	Over 40 Hours <input type="checkbox"/> 400/hour
Sunday, and locally recognized holidays	All Hours <input type="checkbox"/> 350/hour	All Hours <input type="checkbox"/> 540/hour

B. Rates for service outside Continental North America U.S. Dollars (USD):

Days	Field Service Technician	Engineering Personnel
Monday thru Saturday (except holidays)	First 40 Hours <input type="checkbox"/> 210/hour	First 40 Hours <input type="checkbox"/> 280/hour
	Over 40 Hours <input type="checkbox"/> 320/hour	Over 40 Hours <input type="checkbox"/> 425/hour
Sunday, and locally recognized holidays.	All Hours <input type="checkbox"/> 425/hour	All Hours <input type="checkbox"/> 560/hour

C. Service and Travel Standards (USD)

- The minimum time off for a person during any 24-hour period must be ten (10) consecutive hours.
- Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" "B". Travel in Continental North America is invoiced actual travel time. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" "B".
- Standby time at job site, locally on call, training, or meetings will be invoiced as time worked and be based on Tables "A" "B". eekend waiting rate will be 8 hours per day invoiced at the Field Service Technician first 40-hour rate in Tables "A" "B".
- Rates apply from time and date of departure home base to time and date of return home base.
- Minimum daily charge is eight (8) hours at "First 40 Hours" rate listed above in sections A and B.
- hen a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
- Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
- Payments shall be in U.S. funds unless otherwise agreed in writing
- Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
- Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses (USD)

- Meals will be 75/day per diem to be charged from the day of travel start to the day of travel end.
- Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds 60.00.
- Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
- Tool usage, when required, will be charged at a rate of 350 per trip.
- Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed 500).

E. Terms and Conditions

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.



1. DEFINITIONS

Buyer: means the purchaser, whose name is set out in Howden's quote or as shown in Howden's acceptance of the Buyer's order.

Contract: means the agreement arising as a result of the Buyer's acceptance of Howden's quote, or Howden's acceptance of the Buyer's order, incorporating these terms and conditions.

Contract Price: means the total sum payable as specified in the Contract.

Direct Costs: means such direct costs borne and incurred by Howden associated with the Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin.

Goods: means the equipment, parts or materials as specified in the Contract.

Howden: means the Howden business unit, which bids for, or accepts an order from the Buyer.

Services: means, as set forth in the Contract: (i) Construction Services: the supply of equipment, subcontracted craft labor supplied by and under the direct supervision of Howden, including on-site technical support in a variety of applicable trades and disciplines, to accomplish equipment installation and maintenance service; and/or (ii) Technical Services: supervisory and/or on-site technical support services supplied by Howden.

2. GENERAL

- 2.1** The Contract shall be subject to these terms and conditions as stated in or referred to in Howden's quote/proposal. Acceptance is made expressly subject to and conditioned upon acceptance of these North American Standard Terms and Conditions for Goods and Services. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other contract document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Howden unless expressly accepted in writing by Howden. In the event of any conflict with Buyer's order terms, these terms shall in all cases prevail. Acceptance shall not be delayed due to additions, minor omissions or defects that do not materially affect the use of the Goods.

3. PERFORMANCE

- 3.1** Any figures quoted by Howden for performance are based on Howden's experience and are such as Howden expects to attain on test. Howden will accept no liability for failure to attain any such figures unless Howden has specifically guaranteed them, subject to any tolerances specified or agreed to by Howden. If Howden specifically agrees in writing to guarantee performance, Howden is only responsible for proven performance deficiencies after Howden has been given notice and a reasonable opportunity to correct the deficiencies, and only if, and to the extent, Howden has agreed in writing to a liquidated damage clause which shall not in any event result in Howden incurring liability in excess of the Contract Price.

4. INSPECTIONS AND TESTS

- 4.1** Howden products are carefully inspected and where practicable, subject to Howden's standard tests before dispatch. If tests other than those specified in Howden's quote or tests in the presence of the Buyer or the Buyer's representative are required, these will be at additional cost to the Buyer. In the event the Buyer delays in carrying out any inspection or attending such tests after being given at least forty-eight (48) hours' notice that Howden is ready to test, the inspection or tests will proceed in the Buyer's absence and shall be deemed to have been made in the Buyer's presence and the results accepted by the Buyer.

5. DELIVERY

- 5.1** Unless otherwise agreed, delivery shall be Ex-Works in accordance with Incoterms 2020, and partial deliveries shall be acceptable to the Buyer.
- 5.2** In the event that Howden is unable to achieve the agreed Incoterms for reasons attributable to the Buyer within fourteen (14) days from notification of Goods readiness, Howden shall be entitled to invoice the Buyer and receive payment. Furthermore, after this fourteen (14) day period, storage costs will be chargeable to the Buyer in accordance with Section 6.1.

6. STORAGE

- 6.1** If the Buyer, for reasons not attributable to or beyond the control of Howden, is unable to: (i) take delivery of the Goods; (ii) arrange storage; or (iii) where applicable, give Howden its forwarding instructions to enable the dispatch of the Goods within fourteen (14) days from notification of Goods readiness, Howden may provide for storage of the Goods or arrange warehousing on the Buyer's behalf, in each instance at the Buyer's risk and cost. All such charges shall be due and payable by the Buyer on receipt of a simple receipt from Howden or the warehouse keeper as evidence of such storage or warehousing.

7. TITLE AND RISK

- 7.1** Legal and beneficial ownership (title) of the Goods shall remain vested in Howden until full payment of the Contract Price has been made by the Buyer.
- 7.2** The Goods will be at the Buyer's risk from the date of delivery, or if delivery is delayed by the Buyer for any reason, risk will transfer to the Buyer from the date that delivery should have taken place.

8. SUBCONTRACTING

- 8.1** At its option, Howden may arrange for the manufacture of proprietary and subcontracted Goods and/or assembly, testing or any site related Services to be carried out by Howden (Howden manufacturing facilities operate Quality Management Systems compliant with EN ISO 9001), and/or Howden's choice of approved subcontractor. Any assignment by Buyer of the Contract without the express written permission of Howden shall be null and void.

9. TERMS OF PAYMENT

- 9.1** Unless otherwise agreed, payment shall be made within thirty (30) days from the date of Howden's invoice by electronic funds transfer (EFT) or automated clearing house (ACH) transaction.



- 9.2** Should any payment fall into arrears, Howden is entitled to postpone or cancel performance of the Contract wholly or in part and to be paid immediately for performance of the Contract to date (without obligation for liquidated damages, if applicable, incurred due to such termination).
- 9.3** Howden reserves the right to charge late fees at the lesser of the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, and require Buyer to pay all of Howden's collection costs.
- 9.4** No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of the Contract Price. The terms of payment must be adhered to and any such claims handled separately.
- 9.5** For milestone payments required under this Contract, Howden may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Contract, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Howden only waives claims for payment to the extent that such payments have been received by Howden. If, in Howden's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Howden may: (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment); or (ii) recover Goods from the carrier, if shipment has been made.
- 9.6** Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Howden invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Howden concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Howden does not invoice Buyer for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Howden upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Howden is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Howden for such amount upon request.
- 9.7** Howden reserves the right to adjust the Contract Price if Howden incurs extra costs due to changes or delays caused by Buyer. If, during the performance of this Contract, the price of raw materials significantly increases through no fault of Howden, the price of the Goods shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any raw material increase in price exceeding 5% experienced by Howden from the date of the Contract. Where the delivery of Goods is delayed through no fault of Howden, as a result of the shortage or unavailability of raw materials, Howden shall not be liable for any additional costs or damages associated with such delay(s). If a supplier increases the price of its equipment incorporated into the Goods during production, Buyer acknowledges that Howden may increase the price of the Goods accordingly. Such price increases shall be documented through quotes, invoices, or receipts.
- 10. CONTRACT CHANGES**
- 10.1** In the event of a change to the Contract ("CO") resulting in an extension to the delivery date(s) which will impact Howden's invoice schedule, Howden reserve the right to invoice the Buyer for the original Contract Price in accordance with the most recent project plan, prior to the CO. Previous invoice milestones will be adjusted pro-rata and invoiced upon Howden's acceptance of the CO. Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any CO.
- 10.2** If Howden deems it necessary to vary any aspect of the Goods and/or the Contract due to an unforeseen change in any applicable law, local regulation or standard becoming effective or taking place after conclusion of the Contract, Howden shall inform the Buyer in writing defining explicitly the changes deemed necessary. In this case, Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any applicable law, local regulation or standard.
- 11. LIABILITY FOR DELAY**
- 11.1.** Any lead times quoted by Howden shall run from Howden's acceptance of the Buyer's order and/or on Howden's receipt of all necessary information to enable Howden to commence work under the Contract, whichever is later, and shall be subject to continued and timely performance from the Buyer.
- 11.2** Should Howden agree in the Contract to pay Buyer any liquidated damages, such liquidated damages shall be the Buyer's sole and exclusive remedy in the event of Howden's delay.
- 11.3** If Howden is delayed in its performance of the Contract solely attributable to the fault of the Buyer, the Buyer's agent and/or other contractors, Howden is entitled to receive payment at the time Howden was originally scheduled to be paid notwithstanding the delay. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume the risk of loss thereof.
- 12. SERVICES**
- 12.1 Technical Services.** The following provisions shall apply where the Contract includes Technical Services:
- (i) Buyer shall be responsible for furnishing all fully qualified labor, equipment, materials, tools and supplies for implementation of such Technical Services required at site as specified in the Contract.
 - (ii) Howden's sole responsibility in providing Technical Services shall be to provide suitably qualified supervisor(s) who shall give the Buyer the benefit of their technical expertise with the Goods or similar installations and who shall advise the Buyer's personnel as to the installation in an efficient manner. It shall be the Buyer's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task.
 - (iii) Howden shall not be responsible for any overruns in the installation and the Buyer shall not be entitled to instruct Howden's supervisor(s) to undertake any work in addition to supervision, whether or not necessary to achieve such installation.
 - (iv) If, due to any overruns in the timescales for installation, Howden is required to keep its supervisor(s) on site for longer than anticipated, Howden shall be entitled to charge for the further site attendance at Howden's standard daily rate.



- (v) If the Technical Services work is suspended by the Buyer or for any reason beyond Howden's control for more than two (2) working days, Howden shall be entitled to withdraw its supervisor(s) from site. If the Buyer requires Howden's attendance on site thereafter, the Buyer will pay the supervisor(s) return travel fares (business class) and any other reasonable costs Howden incurs due to the withdrawal from, and the return to, the site.

12.2 Construction Services. The following provisions shall apply where the Contract includes Construction Services:

- (i) Howden shall provide specialized and trained subcontractor craft labor to perform the Construction Services work under the direct supervision and management of Howden.
- (ii) Fixed price or time and material contracts are quoted separately based on a specific individual statements of work.

13. ALL SERVICES

- 13.1** Unless specified in the Contract, Howden is only the supplier of the Goods and shall have no responsibility for the assembly and installation of Goods.
- 13.2** For all Services provided by Howden, Buyer agrees to the following: (i) where the site is offshore or otherwise inaccessible or is located overseas, provide all necessary transportation facilities to and from site; and (ii) obtain all necessary statutory and other consents, approvals, licences and permissions for Services, for the work to proceed, and for Howden personnel to travel to and from the site.
- 13.3** The Buyer shall indemnify Howden against any loss, damage or injury including death suffered by the person or property of Howden, its subcontractor, the Buyer, or respective personnel or any third party and against any claims, liability, costs or expenses associated therewith or arising out of the Buyer's performance of Services or the Buyer's failure to perform or otherwise, except as expressly provided under Section 17.1, including, but not limited to, that which was caused by faulty lifting tackle, scaffolding, equipment and/or other facilities provided by the Buyer.
- 13.4** Howden's on site personnel, subcontractors and/or representatives shall be given unobstructed access to the site and the work. If there are delays caused by anyone other than Howden, the time and expense of the same shall be charged to the Buyer.
- 13.5** Howden is an independent contractor and is not responsible for any oversight for completion of the Services, or for the property or employees of the Buyer or others, including, without limitation, matters such as health and safety, or security.
- 13.6** Howden shall comply with applicable Canadian, U.S. and/or provincial/territorial/state/local statutes, acts, ordinances, regulations, codes, and laws that apply to Howden's performance of the Services. Howden shall comply with job/site requirements as mutually agreed upon by the parties. Buyer shall advise Howden's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Howden's personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably determines that it would be unsafe. In such instance, Howden shall be excused from site attendance and the event will be considered a Force Majeure.
- 13.7** Any associated Goods shall be considered accepted at the earlier of: (i) when Services is complete and the Goods have completed such tests as are specified in the Contract or otherwise are to Howden's reasonable satisfaction; and (ii) forty five (45) days after the Goods have been delivered by Howden, although not installed or successfully commissioned or tested due to reasons attributable to the Buyer or to industrial action or anything beyond Howden's reasonable control.

14. SUSPENSION

- 14.1** The Buyer shall have the right to suspend the Contract. If the suspension period should exceed thirty (30) days, Howden has the right to consider the Contract terminated for convenience and be compensated in accordance with Section 15.1. Upon resumption of performance, Howden shall have the right to equitable relief as necessary in accordance with Section 10.

15. TERMINATION

- 15.1** Buyer may terminate this Contract, in whole or in part, upon at least seven (7) calendar days advanced written notice to Howden. In the event of termination for Buyer's convenience, Howden shall be reimbursed for the reasonable Direct Costs incurred by Howden in performing the Contract until termination and for its costs in effecting such termination notwithstanding any other provision of the Contract. Any Goods or Services sold by Howden that are incomplete shall be deemed to be sold "AS IS," "and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND."
- 15.2** If Howden fails to cure a material breach within a reasonable time after receipt of notice of breach from Buyer, and on Howden's acceptance of such breach, Buyer shall have the right, at its option, to terminate the Contract upon payment to Howden for work performed until the time of termination.
- 15.3** Howden may cancel this Contract, in whole or in part, at any time if: (i) Buyer suspends work or delays delivery in accordance with Section 14.1 beyond 45 days without it being mutually agreed upon in advance; (ii) Buyer breaches any material term of this Contract; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

16. WARRANTY

- 16.1** Howden warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Howden shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Howden hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Contract.
- 16.2** In the event that defects appear in the Goods under proper use, Buyer's sole and exclusive remedy thereof shall be that Howden will repair or replace such Goods at Howden's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from first operation of any such Goods; or (ii) eighteen (18) months from Howden's delivery date (at the applicable Incoterms point of delivery quoted by Howden).



- 16.3** Howden's warranty on Services performed by Howden will be in effect: (i) until ninety (90) days after the date of performance of any Technical Services; and (ii) one year after the date of performance of any Construction Services. The Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Howden.
- 16.4** Howden's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Howden's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of Buyer and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases.
- 16.5** Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Howden for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided.
- 16.6** Howden shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Howden free of all contaminants and, in the event of replacement, will become the property of Howden unless Howden instructs otherwise. If Howden opts to perform any warranty obligations in-place, Buyer shall, without cost to Howden, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Howden to perform its warranty obligations.
- 16.7** **THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. HOWDEN'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. HOWDEN DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**
- 17. LIABILITY FOR ACCIDENTS AND DAMAGE**
- 17.1** Howden will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death); and (ii) property damage, each only to the extent directly caused by the negligence of Howden. Howden shall not be responsible for the acts/omissions of Buyer or others. Howden's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.
- 18. INSURANCE**
- 18.1** Howden shall maintain the following insurance coverage: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Howden's employees. If requested, Howden will provide an ACORD form of certificate confirming such coverage. Howden's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Howden's acceptance of Buyer's terms of purchase. Howden shall have no other or further obligations related to insurance or coverage.
- 19. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES**
- 19.1** Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent this limitation is prohibited by law:
- (i) Howden's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.
 - (ii) Howden shall not be liable to Buyer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon Contract, tort, strict liability in tort, negligence or indemnity.
- This Section shall survive any termination, default, cancellation or any other discontinuance of this Contract.
- 19.2** Any duty to indemnify under these terms and conditions/the Contract is conditioned upon Buyer: (i) making no statement prejudicial to Howden; (ii) providing prompt and detailed notice to Howden of any such claim; (iii) tendering the defense/settlement to Howden with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Howden.
- 19.3** Buyer's rights and remedies shall be deemed sole and exclusive and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach or termination of the Contract. If any provision of these terms and conditions of this Contract or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Contract and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.
- 20. NO HAZARDOUS SUBSTANCES**
- 20.1** Howden warrants to the Buyer that no Hazardous Substance will be used or is contained in the manufacture and supply of the Goods. For the purpose of this Section 20.1, a "Hazardous Substance" means asbestos or any material containing asbestos that is capable of causing harm to the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including man) supported by those media, and in the case of people, this includes offense caused to any of their senses or harm to their property.
- 21. INTELLECTUAL PROPERTY**
- 21.1** Howden will indemnify the Buyer against any claim for infringement of copyright, patent, registered design or trade mark (published at the date of the Contract) by the use or sale of any Goods supplied by Howden to the Buyer and against all



costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action. This indemnity shall not apply to any infringement which is due to: (i) Howden having followed a design, process or instruction furnished or given by the Buyer; (ii) the use of such article or material in a manner, or for a purpose, or in a country, not specified or disclosed to Howden; or (iii) the use of such article or material in association or combination with any other article or material not supplied by Howden. This indemnity is conditional on the Buyer giving Howden the earliest possible notice in writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting Howden, at its own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Buyer warrants that any design or instruction furnished or given by the Buyer shall not cause Howden to infringe any copyright, letters patent, registered design or trademark in the execution of the Contract. If as a result of any such claim of infringement, the continued use of the Goods for the purpose intended is enjoined by any court of competent jurisdiction, Howden shall, at its option and expense: (i) procure for Buyer the right to continue using such Goods; (ii) replace or modify the Goods so that the Goods become non-infringing; or (iii) refund the purchase price of the infringing Goods. The foregoing is the sole remedy of Howden with respect to infringement.

21.2 All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by Howden, or which arise under or in the course of Howden's performance of the Contract, are, shall be and shall remain Howden's absolute property and shall not be used or reproduced without Howden's consent in writing. Howden shall grant the Buyer a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods. Notwithstanding any other provisions or requirements of this Contract, except as set forth in this Section 21.1, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

22. CONFIDENTIALITY

22.1 Any specifications, drawings, manuals, information or particulars supplied with Howden's quote or under the Contract are supplied by Howden in confidence. They shall not be used by the Buyer except for the purposes of the Contract and for the proper use of the Goods and shall not be disclosed by the Buyer to any third party (except the Buyer's employees having a need to know for the aforesaid purposes) for any other purpose whatsoever without Howden's prior written agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Buyer or its employees.

23. EXPORT CONTROL

23.1 The Buyer agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Howden products or technology ("Products") to any entity or to any country in breach of applicable export control and sanctions laws including but not limited to those of the US, Canada or other countries (together "Export Control and Sanctions Rules") and the Buyer will not sell, resell, export, transfer, dispose or otherwise deal with the Products to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. The Buyer shall not put the Products in their entirety or in part to any use in connection with any prohibited or illicit end use including, but not limited to, use in nuclear, chemical or biological weapons or rocket or missile applications. Upon Howden's request, the Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by Howden to the authorities in connection with the export or supply of the Products. Failure by the Buyer to comply with the terms of this clause shall constitute a material breach of the Contract. Howden reserve the right to refuse to enter into or to perform any order, to cancel any order, or to void any warranty concerning the Products, if Howden determines, at its sole discretion, that the entry into such order or the performance of the transaction to which such order relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. Howden shall be excused from performance, and not be liable for damages or costs of any kind including, but not limited to, liquidated damages and/or penalties for late delivery, for failure to deliver or delay in delivering the Products, or for delay or refusal to repair or replace under any warranty, resulting from Howden's exercise of its rights in accordance with this Section 23.1.

23.2 **Buyer warrants that it or any ultimate end user does not intend to use the Goods or Services in any atomic/nuclear installation or activity. If such use is intended, Buyer shall notify Howden prior to entering into any contract with Howden and shall agree to standard nuclear indemnity obligations related thereto. Any breach of this warranty shall release Howden from performance and any and all liabilities of any nature under the Contract and obligate Buyer to execute an amendment to this Contract incorporating such nuclear indemnity obligations prior to any performance by Howden.**

24. FORCE MAJEURE

24.1 Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue.

25. LAW AND JURISDICTION

- 25.1** The Contract shall in all respects operate and be governed by New York law if the Howden business's principal office is located in the US and Ontario if the Howden business's office is located in Canada.
- 25.2** The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
- 25.3** **If the Howden business's principal office is located in the United States:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the rules and procedures of the American Arbitration Association and any award or adjudication rendered thereby shall be final, non-reviewable, non-appealable and binding upon the parties. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of New York in the State of New York.
- If the Howden business's principal office is located in Canada:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the Ontario Arbitration Act, S.O. 1991, c.17 and the rules and procedures of the Canadian Arbitration Association then in effect. The award or adjudication rendered by the Arbitrator shall be final and binding upon the parties, with no right of appeal. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of Toronto in the Province of Ontario.
- 25.4** The Uniform Law on the International Sale of Goods shall not apply to any Contract arising from any order placed under these terms and conditions.

26. ENTIRE AGREEMENT

- 26.1** This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract

27. DATA PROTECTION

- 27.1** The personal data disclosed by a party under the course of the Contract does not belong to the recipient of such data. The data must be protected and shall not be disclosed to any third party, or altered, violated or used except for the purposes of the Contract. Either party may require the destruction of this data upon the end of the relationship between the parties. The parties undertake to comply with all applicable laws on the protection of personal data.



November 7, 2022

Ms. Dionne Bigotti
Narragansett Bay Commission
Laboratory Building
One Service Road
Providence, RI 02905

Phone: 401.461.8848 ext. 437

Dear Ms. Bigotti:

Thank you, DESCO is pleased to provide the following quote for budgetary purposes for Full Service coverage for a period of one-year **July 1, 2023 – June 30, 2024** for the equipment listed below:

Asset NRA4007	Sterilizer Tuttnauer Model 5596-1V	Annual Price \$5,040
Asset NRA4008	Boiler-Sussman Model ES30A	
Asset NRA4009	Sterilizer Tuttnauer Model 5596-1V	Annual Price \$5,040
Asset NRA4010	Boiler-Sussman Model ES30A	

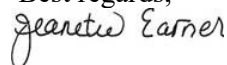
Full Service coverage **includes two (2) PM inspections** per year. Labor, travel and parts are included for all PM Inspections and for unlimited repairs, with exclusions noted below.

The following is not included in Full Service contract and will be invoiced separately:

- expendable and consumable parts including boards
- rebuilding or replacing boilers and doors, motors, pumps, digital display assemblies, blowers, blower motor assemblies, heat exchangers, sonic & scope washer lid assemblies.

Please let me know if I can help in any other way. Thank you for reaching out to DESCO. If you have any questions, please contact me at 617-835-4032. Thank you.

July 1, 2023-June 30, 2024 **PO #** _____

Best regards,

Jeanette Earner
VP, Accounts

We keep it working so you can...celebrating 50 years of service excellence

jeanner@descomed.com

C: 617-835-4032

P: 800-845-0606

F: 508-520-7055

DESCO's Core Values: Education, Integrity and Trust

DIAGNOSTIC EQUIPMENT SERVICE CORPORATION

CORPORATE OFFICE

P.O. BOX 2687 • Providence, RI 02986 • Telephone (800) 845-0606 • FAX (508) 520-7055 • www.DESCOMED.com:



EMD Millipore Corporation
400 Summit Drive
Burlington, MA 01803

Phone: (800) 645-5476
Fax: (800) 645-5439
Email:
CustomerCare@MilliporeSigma.com

Remit to:
EMD Millipore Corporation
25760 Network Place
Chicago, IL 60673-1257

www.emdmillipore.com

Narragansett Bay Commission
Mrs. Dionne Bigotti
1 Service Rd
Providence, RI 02905
UNITED STATES
(401) 461-8848

Our Ref R-6499146.1
November 22, 2022
Expiration Date: December 31, 2023

Dear Dee Bigotti,

Thank you for the opportunity to service your MilliporeSigma water purification system(s). The enclosed document provides an estimate covering the service you have requested.

For Questions or Additional Information:

Please always reference the number R-6499146.1 located at the top of this page.

- **General Questions:** Please contact me at the phone number or email address provided below.

To Place Your Order:

Please make sure you to always include the number R-6499146.1 with your purchase order and/or credit card order.

- **Purchase Orders:** If a hard copy Purchase Order cannot be sent; *please have the form within the quotation filled out **completely***. This information is needed to ensure your order is processed in a timely manner.
- **Credit Card Orders:** To ensure a safe and secure transaction, *please fill out the form within the quotation **completely***. A Purchase Order number is still needed; please use the current date or your first initial/last name. The Field Service Coordinator will be in touch with you shortly after to receive your credit card information over the phone and process your order.

Purchase Order(s) and Credit Card Order(s) should be sent directly to at .

Note: The pricing of this Service Estimate is based on the information previously discussed with our MilliporeSigma team. Charges may differ after the Field Service Engineer further evaluates your system. MilliporeSigma will only charge for the actual time required and parts used for the service. If the actual charges exceed the amount of this Service Estimate, you will be notified prior to completion of the service.



Freight/Shipping Charges

Please note that the freight charge listed on your quote is for standard ground shipping only. Should you require an expedited shipment, a surcharge will be applied for the additional shipping charges.

Sincerely,

leslie.hammer@milliporesigma.com.

A handwritten signature in black ink that reads "Leslie Hammer". The signature is written in a cursive, flowing style.

Leslie Hammer
Digital Sales Specialist
(781) 460-1411
leslie.hammer@milliporesigma.com



Narragansett Bay Commission
 Mrs. Dionne Bigotti
 1 Service Rd
 Providence, RI 02905
 UNITED STATES
 (401) 461-8848

Our Ref R-6499146.1
 November 22, 2022
 Expiration Date: December 31, 2023

Blanket Service Estimate

Catalogue Number	Description	Qty	Unit Net Price (USD/\$)	Total Net Price (USD/\$)
1. ZWAA54028	REPAIR CHARGE L1,1/2 HOUR	1	10,000.00	10,000.00
2. ZWAAZONE1	TRAVEL ZONE 1	1	346.00	346.00
			Total (USD/\$)	10,346.00

Note: MilliporeSigma will only charge you for the actual time required and parts used for this service. As a result, you will not be charged for this service until AFTER the Field Service Engineer has completed the repair.

Please ensure that you add our Quote Reference (R-6499146.1) to your official order to guarantee that your goods are shipped at the agreed price.

Leslie Hammer
 Digital Sales Specialist
 (781) 460-1411
 leslie.hammer@milliporesigma.com



Narragansett Bay Commission
Mrs. Dionne Bigotti
1 Service Rd
Providence, RI 02905
UNITED STATES
(401) 461-8848

Our Ref R-6499146.1
November 22, 2022
Expiration Date: December 31, 2023

Order Form

This form may be used in lieu of a hard copy Purchase Order, if the order total is under \$10,000.

*****ALL FIELDS ARE REQUIRED*****

Ship to Address (Required):

Bill to Address (Required):

Purchase Order Number (Required):

Purchase Order Dollar Value (Required):

-- For credit card orders, please enter your name and a phone number in which to reach you. I will contact you upon entry to collect your credit card information. --

** Please enter the total amount of your quotation, including any optional items, you wish to purchase in this field. Orders over \$10k will require a hardcopy purchase order. **

Note: MilliporeSigma will only charge you for the actual time required and parts used for this service. As a result, you will not be charged for this service until AFTER the Field Service Engineer has completed the repair.

EMD Millipore Shipping Terms are Prepaid & Added
EMD Millipore FOB Terms are FOB Shipping Point
Payment Terms are Net 30

Initial here to accept: _____



You may email the completed form directly back to me at: leslie.hammer@milliporesigma.com. If you need to fax the completed form, please send to: 978-715-1561.

Quotations issued to businesses without an active account are conditional, subject to submission and approval of a new account application according to EMD Millipore's standard account policies.



GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability

1.1 These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between EMD Millipore Corporation or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products ("Products") and services ("Services") indicated on Sales Documents. "Sales Documents" means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

1.3 Certain Products and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's website or provided by Seller upon request.

1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges or begins to fulfill Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth in an Order Confirmation, (i) delivery of Products shall be made CPT Purchaser's Ship-To Address (INCOTERMS® 2020), (ii) freight costs shall be prepaid by Seller and added to its invoice to Purchaser, and (iii) title to Products (excluding any Orders) shall pass to Purchaser upon their arrival at the destination.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's order.

2.4 With respect to certain Products, Seller reserves the right to (a) require the purchase of entire lots; and (b) allocate supply, to the extent such allocation is deemed necessary by Seller, among any or all customers (including Seller's affiliates and distributors) at its sole discretion, without liability for any failure of performance which may result therefrom.

2.5 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorized by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's site or another site under Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may be reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, information, authorizations, or decisions ("Information"); and (c) ensure that such Information is materially complete and accurate.

3. Use of Products

3.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and instructions ("Documents"), and (b) properly test, use, manufacture and market Products and/or materials produced with Products.

3.2 Purchaser acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products; (b) compliance with all applicable regulatory requirements and generally accepted industry standards; and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

3.3 If the applicable Use Documents, including but not limited to the limited use label license, indicate that the Products are offered and sold for research purposes only, Purchaser has no express or implied authorization from Seller to use such Products for any other purpose, including, in vitro diagnostic purposes, in food, drug, medical devices or cosmetics for humans or animals or for commercial purposes. Purchaser shall not market, distribute, resell or export Products for any purpose, unless otherwise agreed by Seller in writing.

4. Inspection and Rejection of Nonconforming Products

4.1 Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation required. "Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

4.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the amount of such Nonconforming Products. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

4.3 Any returns, if authorized, shall be handled in accordance with Section 8 below.

5. Price and Payment

5.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.

5.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by federal, state or local government or any governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5.3 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise indicated on the invoice.

5.4 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of eight percent (8%) per annum above the base interest rate of the European Central Bank or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorney's fees. In addition to all other remedies available under these Terms or at law, Seller may, without limitation, suspend or discontinue delivery of Products and/or Services, and Seller may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

6. Software and Use Documents License Terms

6.1 If any software or Use Documents are provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 6, shall apply.

6.2 Seller grants Purchaser the right and license to use the copy of the Software and the Use Documents as provided by Seller. The license rights granted herein may not be transferred to another party unless such party agrees in writing to comply with these Terms. In any case, Software provided together or in connection with any Products or Services shall not be transferred separately from such Products or Services.

6.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party license agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in the Software.

6.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided; (b) not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software; or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

6.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate license agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

7. Limited Warranties

7.1 Seller warrants to Purchaser that Products will conform to Seller's published specifications for (a) one (1) year from the date of shipment of Products or (b) the remaining shelf life of the period prior to the expiration date of Product, whichever is shorter.

7.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Seller shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the ninety (90) day period after the performance of the applicable Services.

7.3 Seller warrants that the Software, including any upgrades thereto, will materially conform to published specifications for one (1) year from date of delivery.

7.4 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof), Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warranty.

7.5 The limited warranties set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

7.6 The limited warranty set forth in Section 7.3 does not apply to any defects arising out of or relating to (a) Purchaser's breach of Section 6.4; (b) Purchaser's failure to promptly install required updates; or (c) the operation of Purchaser or a third-party system or network.

7.7 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1, 7.2 and 7.3, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace (i) any Product or Software (or the defective part thereof) and if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

8. Returns

Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. diagnostic reagents; refrigerated or frozen products; custom Products or special orders) may not be returned under any circumstances. Title to returned Products shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

9. Limitation of Liability and Indemnification

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products; (b) resulting from Purchaser's breach of the Agreement; and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their subcontractors, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the license of Software regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, or punitive damages and will not be liable for any loss of profits, lost income, lost business, lost data, lost information, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license fee of Software involved. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of the nature.

10. Compliance with Laws

Purchaser shall comply with all applicable laws, regulations and ordinances, including but not limited to those pertaining to the following: export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, production or production and use of chemical substances (e.g. Toxic Substances Control Act, REACH), and bribery and corruption (e.g. Foreign Corrupt Practices Act). Purchaser shall obtain all applicable export and import licenses, permits, authorizations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws. Seller may terminate the Agreement or suspend delivery if any governmental authority imposes anticompetitive or corrupting duties or any other penalties on Products.

11. Termination

In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice to Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. Confidential Information

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in writing, electronic or other form (a) shall remain confidential and not be disclosed, disseminated, or otherwise identified as "confidential" and (b) shall not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications, or based on such confidential information, unless authorized in advance in writing by Seller. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

13. Force Majeure

Neither party will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any natural or man-made disaster beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of facilities or materials; fire or explosion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature and extent of the event and seeking to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

14. Miscellaneous

14.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation releases Purchaser of any of its obligations hereunder.

14.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

14.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form; or (b) use any proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates.

14.6 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of Massachusetts without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in Boston, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.7 Notices. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mail to the other party at its registered office or principal place of business or such other address as indicated by the receiving party.

14.8 Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.9 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 3, 6, 7, 9, 12, 14.6 and 14.9.

14.10 Amendment and Modification. Except as otherwise set forth herein, the Agreement may only be amended or modified in writing and signed by an authorized representative of each party.

14.11 Data Protection. Seller will request, process and use personal data (e.g. contact name and business addresses) from Purchaser to fulfill its obligations under the Agreement and for the continuing relationship management with Purchaser. Seller's processing activities shall be governed by its privacy policy posted at www.sigmaaldrich.com/privacy.




7.6 The limited warranty set forth in Section 7.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 3; (b) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; (c) a defect arises as a result of normal wear and tear or lack of proper maintenance, or (d) Products are used beyond the shelf life or expiration date as set forth in the applicable Use Documents.

7.7 The limited warranty set forth in Section 7.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) non-compliance with Use Documents, (b) any misuse, theft, water flow-back, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure, (e) vandalism, explosion, flood or fire, weather or environmental conditions, or (f) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects



to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com




Partnership Number : HACH330017 **Version :** 0.19 **Quotation Date :** 28-NOV-22
Expiration Date : 28-DEC-22

Hach Company Contact : Sullo, Kevin M Customer Ref : BUDGETARY QUOTE Customer Phone : 4014618848 X439	Service Partnership Phone : Customer Fax :	Service Partnership Email : kevin.sullo@hach.com Customer Contact : BIGOTTI, DIONNE Customer Email : DIONNE.BIGOTTI@NARRA BAY.COM
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Bill-To Account # 004621		Ship-To Account # 004621		Payment Terms: Net 30
Customer Name	NARRAGANSETT BAY COMMISSION	Customer Name	NARRAGANSETT BAY COMMISSION	Billing Method: Annual-Invoices on START Date
Address4	ACCOUNTS PAYABLE	Address4	LAB BLDG	Currency: USD
Address1	1 SERVICE RD	Address1	1 SERVICE RD	
Address2		Address2		
Address3		Address3		
City,State, PostalCode	PROVIDENCE-RI-02905-5505	City,State, Postalcode	PROVIDENCE-RI-02905-5505	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPQC8500	01-JUL-23	30-JUN-24	aa Field Service Partnership, Lachat QC8500, 1V:01-JUL-2023:30-JUN-2024 Field Service Partnership provides full coverage, including on-site repairs and one annual preventative maintenance/calibration visit. ASX Autosampler, Block Digester, and MicroDist covered separately. Not available for Series 1 instruments (p/n A85110).	7,265.00
	1.1 A58102			CORE UNIT, 115V, QC8500 S2 ; 180800002164	
2	BSPPLUSASX	01-JUL-23	30-JUN-24	BenchPlus Partnership, ASX	1,421.00

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Autosampler:01-JUL-2023:30-JUN-2024				
Lachat ASX-260, ASX-520, ASX-280, and ASX-560 models eligible for coverage. BenchPlus Partnership provides full coverage, including startup or one annual on-site preventative maintenance service and repairs at the Hach Service Center. Priority service, return shipping, and loaner instruments are also included.				
2.1	A58125			SAMPLER ASSY, ASX280, 115V ; 051846A280
3	BSPPLUSDR6000	01-JUL-23	30-JUN-24	BenchPlus-DR6000:01-JUL-2023:30-JUN-2024 The Bench Service Plus Partnership includes repairs at the Hach Service Center, one on-site start-up or preventative maintenance/calibration visit, unlimited technical support calls, and free software upgrades.
3.1	LPV441.99.00002			DR 6000 UV VIS SPECTROPHOTOMETER W/O RFID TECH ; 1651234
4	BSPPLUSDR3900	01-JUL-23	30-JUN-24	BenchPlus-DR3900:01-JUL-2023:30-JUN-2024 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.
4.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1553183
4.2	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1559906
4.3	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1550811

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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

4.4

LPV440.99.00012

db aa DR3900
SPECTROPHOTOMETER WITH
RFID ; 1662612.

Sub Total :	14,470.00
Tax:	0.00
Total :	14,470.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : NARRAGANSETT BAY COMMISSION**Customer P.O. Number :** _____**Customer Reference Number :** _____**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:


Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the

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invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:


In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Div. 4-9(1) Attachment Partnership Number : HACH330017
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

**SERVICE AGREEMENT**

November 7, 2022

Page 1

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.
62 Forest Street
Suite 110
MARLBOROUGH, MA 01752
Phone: 508-573-3440

Fax: 800-590-0797

SA NUMBER 0000114260
Customer Number S0000017
Type Quote

Location of Equipment

NARRAGANSETT BAY COMMISSION
7 SERVICE ROAD
LAB BUILDING
PROVIDENCE, RI 02905-5505

Contact: Dionne Bigotti
Phone:

Billing Address

S0000017

Narraganett Bay Commission
7 SERVICE ROAD
LAB BUILDING
PROVIDENCE, RI 02905-5505

<u>Model</u>	<u>Serial Number</u>	<u>Coverage Plan</u>	<u>Coverage Price</u>
GCMS-QP2010 SE	O20535450328	EXTENDED WARRANTY PLUS	\$6,700.00
Centurion Gold			\$2,400.00
Evolution Gold			\$2,640.00
CONTRACT TRAVEL		Travel Zone A (0-100 miles)	\$240.00
		SUBTOTAL:	\$11,980.00
		DISCOUNT:	\$0.00
		TOTAL PRICE:	\$11,980.00

One Year Extended Warranty Plus Premium Preventive Maintenance Service Agreement.
This agreement covers the Gold Level plan for the EST Purge and Trap for contract period.
CENTW579022817
EV81702281

Contact:
Dionne Bigotti
Laboratory Clerk
Narragansett Bay Commission
7 Service Rd
Providence, RI 02905
Dbigotti@narrabay.com <mailto:Dbigotti@narrabay.com>
401-461-8848 ext. 439

Shimadzu contact: Amy Flood / alflood@shimadzu.com



SERVICE AGREEMENT

November 7, 2022

Page 2

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.
 62 Forest Street
 Suite 110
 MARLBOROUGH, MA 01752
 Phone: 508-573-3440 Fax: 800-590-0797

SA NUMBER 0000114260
 Customer Number S0000017
 Type Quote

PRICES WILL REMAIN IN EFFECT FOR 30 DAYS FROM THE QUOTATION DATE

REGION	EFFECTIVE DATES	Purchase Order:
25NAT	7/1/2023 - 6/30/2024	

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.	CUSTOMER
SUBMITTED BY: _____	APPROVED BY: _____
DATE SUBMITTED: _____	TITLE: _____
AUTHORIZED BY: _____	DATE APPROVED _____
DATE AUTHORIZED: _____	_____

NOTE: Please sign and return this quote with hard copy of the Purchase Order for processing.

The description of the terms & conditions are provided on the attached sheets. Through signature and/or purchase order, buyer agrees to comply with these terms & conditions

DIV 7-10. Wages and Salaries. Refer to Mr. Fox’s rebuttal testimony at pages 21-27.

- a. Do all union employee hires by NBC start at the very bottom of the range for their position?
- b. Do all union employees at NBC receive step increases each year for 12 years?
- c. For each union employee that has been hired by NBC in 2022 and 2023, identify the range for their position and their starting wages amount.
- d. Show in detail how the 1.645% in the “Union” column on the table on page 21, lines 16-17 was derived.
- e. Provide in Excel the data used to generate each table on pages 21-27 of Mr. Fox’s rebuttal testimony.
- f. Refer to page 22, line 4. Identify which specific union position(s) have a starting annual payroll amount of \$49,030.
- g. Identify which specific salaried non-union position(s) have a starting annual payroll amount of \$49,030.

Response:

- a. Yes.
- b. Yes.
- c.

FY 2022						
Position Code	Job Title	Grade	Salary Range		Starting Salary	
EM017	ENVIRONMENTAL MONITORING CLERK	U4	\$ 21.59	- \$ 27.38	\$ 21.59	
IM019	IM OPERATOR II	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
FP139	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
FP030	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
FP032	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
FP063	ELECTRICIAN	U6	\$ 25.14	- \$ 32.99	\$ 25.14	
BP013	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
BP057	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
CS022	FISCAL CLERK - CUSTOMER SERVICE	U4	\$ 21.59	- \$ 27.38	\$ 21.59	
FP540	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
FP129	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
CS013	CUSTOMER SERVICE REPRESENTATIVE	U4	\$ 21.59	- \$ 27.38	\$ 21.59	
BP056	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
FP075	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	
FP035	OPERATOR I	U3	\$ 19.81	- \$ 25.14	\$ 19.81	

DOCKET 22-47-WW
The Narragansett Bay Commission's Response
To the Division of Public Utilities and Carriers
Data Request
Set 7

BP017	OPERATOR I	U3	\$ 19.81	-	\$ 25.14	\$ 19.81
FP129	OPERATOR I	U3	\$ 19.81	-	\$ 25.14	\$ 19.81

FY2023						
Position Code	Job Title	Grade	Salary Range			Starting Salary
EM017	ENVIRONMENTAL MONITORING CLERK	U4	\$ 22.57	-	\$ 28.63	\$ 22.57
FP540	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
IM025	IM OPERATOR II	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
FP032	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
BP056	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
LA013	LABORATORY TECHNICIAN	U6	\$ 26.28	-	\$ 34.49	\$ 26.28
FP032	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
CS022	FISCAL CLERK - CUSTOMER CARE	U4	\$ 22.57	-	\$ 28.63	\$ 22.57
BP013	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
FP026	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
CS018	CUSTOMER CARE REPRESENTATIVE	U4	\$ 22.57	-	\$ 28.63	\$ 22.57
CS013	CUSTOMER CARE REPRESENTATIVE	U4	\$ 22.57	-	\$ 28.63	\$ 22.57
CS019	CUSTOMER CARE REPRESENTATIVE - FISCAL CLERK	U5	\$ 24.56	-	\$ 31.19	\$ 24.56
CS017	CUSTOMER CARE REPRESENTATIVE	U4	\$ 22.57	-	\$ 28.63	\$ 22.57
CS029	CUSTOMER CARE REPRESENTATIVE	U4	\$ 22.57	-	\$ 28.63	\$ 22.57
BP056	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
IM019	IM OPERATOR II	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
IM025	IM OPERATOR II	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
IM021	IM OPERATOR II	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
BP519	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
CS022	FISCAL CLERK - CUSTOMER CARE	U4	\$ 22.57	-	\$ 28.63	\$ 22.57
FP128	OPERATOR I	U3	\$ 20.72	-	\$ 26.28	\$ 20.72
CS019	CUSTOMER CARE REPRESENTATIVE - FISCAL CLERK	U5	\$ 24.56	-	\$ 31.19	\$ 24.56

- d. The 1.645% was derived by determining the average increase for union members, less the contracted COLA of 2.5%. This resulted in an average step increase of 1.645%.
- e. See attachment DIV 7-10e. Please note that the table on page 25 was not created by NBC.
- f. The grade of the union position used to demonstrate the disparity between union and non-union employee salaries is a U6 Step 1. The following positions at NBC are U6 positions. Please note, this analysis was for demonstration purpose only.

SENIOR FISCAL CLERK
IM OPERATOR IV
PROCESS MONITOR
MECHANIC II
ELECTRICIAN
MECHANIC II
MAINT. PLANNER/SCHEDULER
LABORATORY TECHNICIAN

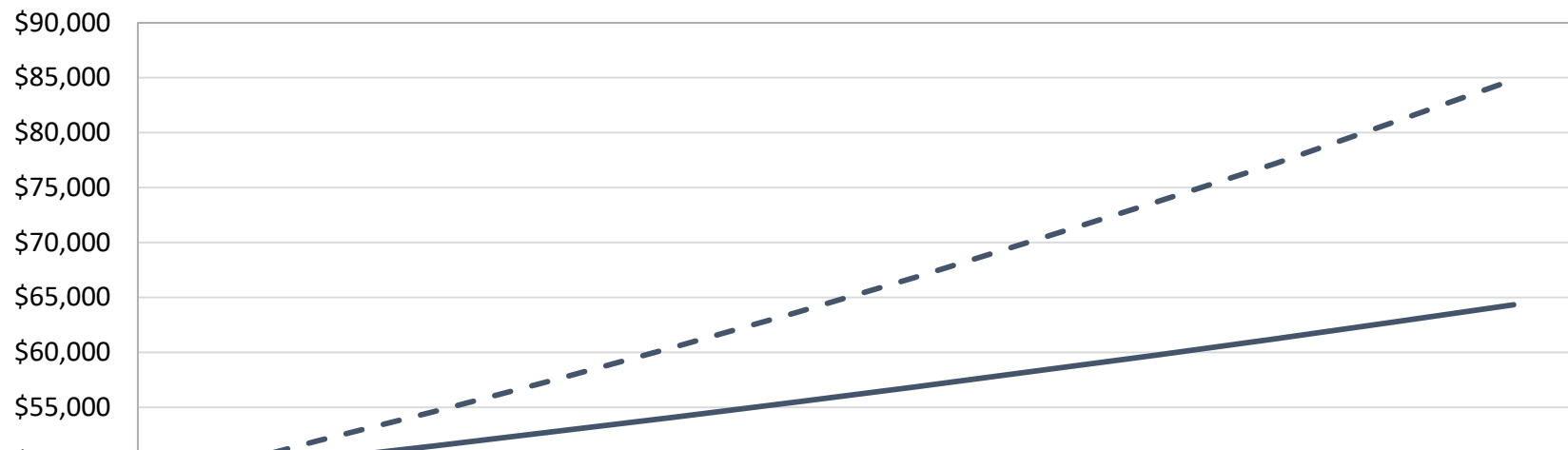
g. Non-union grades 3-6 are comparable to a union U6 position. Below are the ranges for these non-union grades.

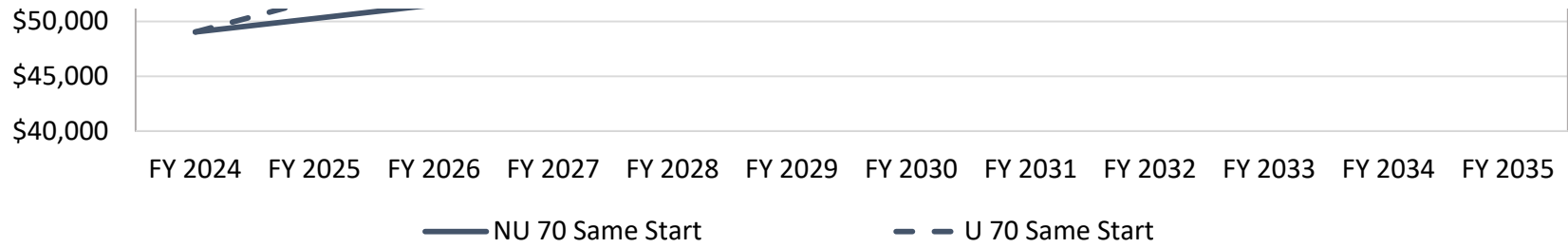
GRADE	SALARY RANGE
Grade 3	\$35,828.10 - \$53,742.15
Grade 4	\$39,410.91- \$59,116.36
Grade 5	\$43,352.00 - \$65,028.00
Grade 6	\$44,987.93 - \$74,230.00

Prepared by: Casandra Bennett

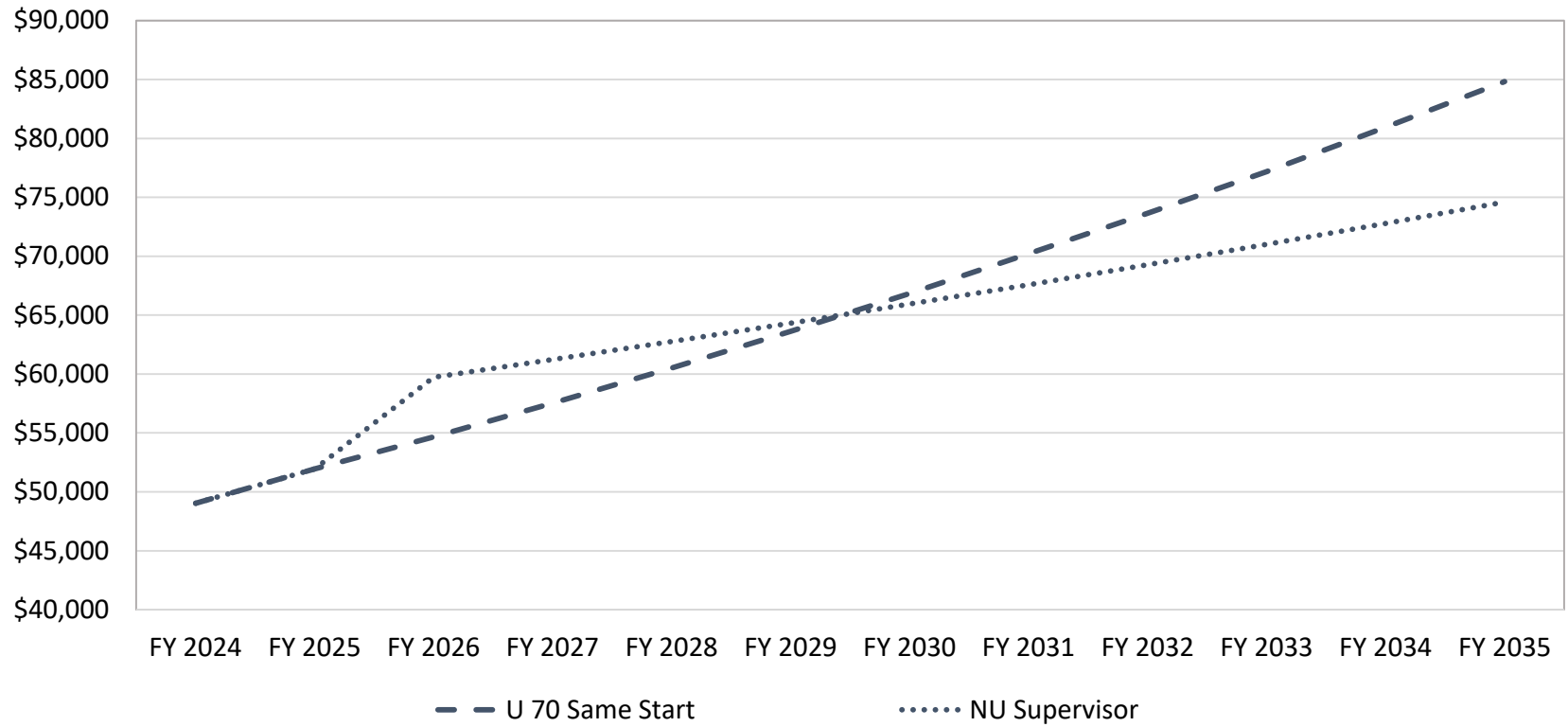
	<u>NU 70 Same Start</u>	<u>U 70 Same Start</u>	<u>NU Supervisor</u>			
FY 2024	49,030.80	49,030.80	49,030.80	-	14,694.53	4,903.08
FY 2025	50,256.57	51,942.80	51,942.80	1,686.23	2,216.19	
FY 2026	51,512.98	54,677.81	59,734.22	3,164.82	16,910.72	
FY 2027	52,800.81	57,536.22	61,227.58	4,735.41		
FY 2028	54,120.83	60,522.98	62,758.26	6,402.15		1.025
FY 2029	55,473.85	63,623.11	64,327.22	8,149.26		
FY 2030	56,860.70	66,840.43	65,935.40	9,979.73		
FY 2031	58,282.21	70,221.06	67,583.79	11,938.85		
FY 2032	59,739.27	73,642.41	69,273.38	13,903.14		
FY 2033	61,232.75	77,168.77	71,005.22	15,936.02		
FY 2034	62,763.57	80,961.79	72,780.35	18,198.22		
FY 2035	64,332.66	84,826.34	74,599.86	20,493.68		
				114,587.51		

70-Hour Union vs. Non-Union Employee
Same Starting Salary





70-Hour Union vs. Supervisor Salary



Div. 7-11: Payroll. Refer to Mr. Fox's rebuttal testimony at pages 22-23.

- a. As of March 31, 2023 identify the total number of union employees at NBC.
- b. As of March 31, 2023 identify the total number of union employees at NBC that have been in their present job positions for 12 years or longer.
- c. As of March 31, 2023 identify the total number of union employees at NBC that have been in their present job positions for less than 2 years.
- d. As of March 31, 2023 identify the total number of union employees at NBC that have been in their present job positions for 2 to 4 years.
- e. As of March 31, 2023 identify the total number of union employees at NBC that have been in their present job positions for 4 to 10 years.
- f. As of March 31, 2023 identify the total number of union employees at NBC that have been in their present job positions for 10 to 12 years.
- g. As of March 31, 2023 identify the total number of non-union employees at NBC.
- h. As of March 31, 2023 identify the total number of non-union employees at NBC that have been in their present job positions for 12 years.
- i. If any of the above information cannot readily be provided as of March 31, 2023, please provide the information as of another date, such as December 31, 2022, when it can be readily provided.

Response:

a. through f. - See attachment DIV 7-11 a-f

g. through h. - See attachment DIV 7-11 g-h

i. NBC has provided the information requested as of March 31, 2023.

Prepared by: Casandra Bennett

7-11a Total Union Employee

Total Union Employees	111
------------------------------	------------

7-11b (12 years or longer of service)

Name	Department	NBC YOS
PETIT, KRISTEN A	023-HR	34.70
MELLO, RICHARD L	046-FIELDS POINT	33.90
COTE, STEPHEN	046-FIELDS POINT	32.60
DOLAN, GEORGE	046-FIELDS POINT	32.60
SOUSA, DAVID T	047-BUCKLIN POINT	31.25
ARLAN, MICHAEL J	047-BUCKLIN POINT	31.25
DIEZ, ALFREDO	047-BUCKLIN POINT	31.25
TAYLOR, MICHAEL R	047-BUCKLIN POINT	31.25
DOLAN, WILLIAM C	047-BUCKLIN POINT	31.25
DUFRESNE, JOHN C	047-BUCKLIN POINT	27.69
MARTINEZ, SULEMA A	052-PRETREATMENT	24.36
RUGGIERO, GARY M	046-FIELDS POINT	23.82
LUU, JANET D	053-LABORATORY	23.70
GROSSI, MICHELLE L	032-ACCOUNTING	23.59
CELONA, JR., JOSEPH J.	046-FIELDS POINT	23.24
CHRISTENSEN, ROBIN L.	047-BUCKLIN POINT	23.24
LALLI, BRIAN D	046-FIELDS POINT	22.80
RANGER, JOYCE A.	047-BUCKLIN POINT	22.02
MORELLI, STEVEN J.	046-FIELDS POINT	20.98
FABRIZIO, TRICIA C	043-IM	20.56
JAREST, MAURICE J.	043-IM	20.56
WEISMAN, DAVID T	047-BUCKLIN POINT	19.41
SCHUPP, JOHN D	046-FIELDS POINT	18.80
MONTIJO, JR, AUSBERTO	046-FIELDS POINT	18.03
D'AREZZO, MICHAEL A	047-BUCKLIN POINT	18.03
DEL ROSSI, ELAINE A	034-CUSTOMER SERVICE	17.80
LOUGH, NORA V	053-LABORATORY	17.30
MIDGLEY, EDWARD M	047-BUCKLIN POINT	17.12
VELAZQUEZ, MANUEL O	047-BUCKLIN POINT	17.07
DEPASQUALE, STEPHEN J	055-ENVIRONMENTALMONITORING	16.99
REILLY, MICHAEL J	047-BUCKLIN POINT	16.84
JOHNSON, FERN E	055-ENVIRONMENTALMONITORING	16.19
RODOLEWICZ, JR., NORMAN D	046-FIELDS POINT	15.58
LUBO, LUIS C	046-FIELDS POINT	15.16
SIRLEAF, DARYLL T	055-ENVIRONMENTALMONITORING	14.81
HECTOR, BROCI	046-FIELDS POINT	14.73
AHLBORG, LESLIE P	053-LABORATORY	14.70
DUTRA, ROBERT A	043-IM	14.66
MORAN, CHRIS W	043-IM	14.66
NOONAN, ROBERT A	053-LABORATORY	14.47

GOLENIA, MICHAEL M	055-ENVIRONMENTALMONITORING	14.24
HENSHAW, TIMOTHY F	047-BUCKLIN POINT	13.97
LETIZIA, PETER C	034-CUSTOMER SERVICE	13.81
MITCHELL, DANIEL M	034-CUSTOMER SERVICE	13.51
CONTRINO, JOHN P	047-BUCKLIN POINT	12.89
BARLOW, DANIEL V	046-FIELDS POINT	12.66
ISAZA, JONATHAN	047-BUCKLIN POINT	12.63
PADILLA, GUSTAVO L	047-BUCKLIN POINT	12.63
TAYLOR, MARK D	046-FIELDS POINT	12.28
GARGANESE, JOSEPH A	047-BUCKLIN POINT	12.09

12 or more years of service 50

7-11c (less than 2 years of service)

Name	Department	NBC YOS
LEIVA, ESTHER I	046-FIELDS POINT	1.82
CAVANAGH, JOHN	046-FIELDS POINT	1.47
JOHNSON, STILES	046-FIELDS POINT	1.47
PELLEGRINO, RAYMOND G	046-FIELDS POINT	1.36
CARVALHO, STEVEN P	047-BUCKLIN POINT	1.32
FARRELL, ALEXANDRA	034-CUSTOMER SERVICE	1.17
PANZITTA, LUCILLE A	052-PRETREATMENT	1.05
CAPRON, ROBERT T	046-FIELDS POINT	0.97
PORTER, RYAN W	043-IM	0.94
WALSH, LIAM P	046-FIELDS POINT	0.94
BURKE, JAHNNA	055-ENVIRONMENTALMONITORING	0.86
ALVARADO, JAIDEN M	046-FIELDS POINT	0.74
MATZ, EVAN	053-LABORATORY	0.67
HARRIS, JEROME R	046-FIELDS POINT	0.63
WATSON, CHRISTOPHER	047-BUCKLIN POINT	0.59
MILLER, DAVID R	046-FIELDS POINT	0.55
JORDAN, PAOLA	034-CUSTOMER SERVICE	0.36
GERVAIS, MICHAEL G	047-BUCKLIN POINT	0.25
PALMA, JOSEPH	043-IM	0.21
LANOSA, JAMES P	043-IM	0.17
GUADALUPE III, EDWARD JOSEPH	043-IM	0.13
KILGORE, KEON	047-BUCKLIN POINT	0.05
LAMA, GISELLE	034-CUSTOMER SERVICE	0.01
MARFEO, ANTHONY S	046-FIELDS POINT	0.01

less than 2 years of service 24

7-11d (2 to 4 years of service)

Name	Department	NBC YOS
DIXON, ANDRE L	047-BUCKLIN POINT	3.96
VIGORITO, JUSTIN	055-ENVIRONMENTALMONITORING	3.51
MCGINN, BRIAN J	046-FIELDS POINT	3.39
OKEEFE, JEFFREY	055-ENVIRONMENTALMONITORING	3.04
SANCHEZ, SONIA	047-BUCKLIN POINT	2.78

SMITH, MICHAEL J	043-IM	2.74
VALENTI, ROBIN	034-CUSTOMER SERVICE	2.70
HOPPMAN, RICHARD	046-FIELDS POINT	2.43
FONTES, DOMINGOS M	047-BUCKLIN POINT	2.32
GREEN, BRANNON	046-FIELDS POINT	2.28
HOUAYES, VANESSA	053-LABORATORY	2.28
FASCITELLI, ROSALINA C	052-PRETREATMENT	2.01

2 to 4 years of service 12

7-11e (4 - 10 years of service)

Name	Department	NBC YOS
ANDUJAR, JUAN P	043-IM	9.87
NAVARRO, ROBERTO	047-BUCKLIN POINT	9.41
COLSON, JOHN M	046-FIELDS POINT	8.60
GOMEZ, JESSE P	047-BUCKLIN POINT	8.45
TAVONE, ROBERT	047-BUCKLIN POINT	8.02
ELLINWOOD, NORMAN K	046-FIELDS POINT	7.68
COFONE, GINA L	034-CUSTOMER SERVICE	7.49
VIEIRA, GABRIEL	046-FIELDS POINT	7.49
HERNANDEZ, MICHAEL J	046-FIELDS POINT	7.30
OKEEFE, SEAN	046-FIELDS POINT	6.91
MEDEIROS, ELIZABETH A	053-LABORATORY	6.80
DEVITT, JOSEPH W	046-FIELDS POINT	6.69
HARWOOD JR, BERNARD J	047-BUCKLIN POINT	5.31
MCCARTHY, BRENNNA	053-LABORATORY	5.08
KOHR, ELIZABETH	053-LABORATORY	4.81
ZILLICH, TROY	046-FIELDS POINT	4.73
BIGOTTI, DIONNE R	053-LABORATORY	4.62
HAMEL JR, GERARD E	055-ENVIRONMENTALMONITORING	4.42
MALOUIN, JOSEPH D	046-FIELDS POINT	4.39
PAOLO, COLE	047-BUCKLIN POINT	4.27
PRATA JR, JOSEPH	047-BUCKLIN POINT	4.27
BEAUDETTE, GUY	047-BUCKLIN POINT	4.23

4 to 10 years of service 22

7-11f (10 to 12 years of service)

Name	Department	NBC YOS
CEASRINE, MICHAEL	046-FIELDS POINT	10.71
KEZIRIAN, AMANDA	055-ENVIRONMENTALMONITORING	10.37
DIRUZZO, STEVEN	047-BUCKLIN POINT	10.22

10 to 12 years of service 3

Total Union Employees 111

Report Date: 3/31/2023

7-11g -h (Total Non-Union Employees And Years of Service)

Name	Department	NBC YOS
COOPER, CHRISTINE	033-IT	11.74
PINILLA, PATRICIA J	036-PURCHASING	11.32
HOUGHTON, KERRI	051-TECHNICAL ANALYSISAND	10.72
CHESHIER, TALIA	021-EXECUTIVE	10.52
DEGNAN, GAIL	031-FINANCE	9.48
BOIROS, NATHAN	046-FIELDS POINT	8.98
MOORE, ELIZA	051-TECHNICAL ANALYSISAND	8.49
STEVENSON, ANNA	053-LABORATORY	8.26
ISOM, JERILYN	034-CUSTOMER SERVICE	7.76
KOEHLER, CLIFFORD L	047-BUCKLIN POINT	7.76
PETTERUTO, ASHLEY C	024-LEGAL	7.68
FRAIOLI, DAVID CARMINE	046-FIELDS POINT	7.3
DICICCO, ANDREA	025-ENGINEERING	7.03
IASIMONE, ANDREW TYLER	046-FIELDS POINT	7.03
PEZZULLO, JAE	036-PURCHASING	6.53
COOK, MICHAEL T	031-FINANCE	5.84
MAZZA, DANIEL	034-CUSTOMER SERVICE	5.84
CALORE, AMANDA	034-CUSTOMER SERVICE	5.58
CARROCCIO, NIKOLAS	046-FIELDS POINT	5.54
YATTAW, NIGEL S	046-FIELDS POINT	5.03
BOWEN, DAVID C	025-ENGINEERING	4.88
RONCONE, TIZIANO	046-FIELDS POINT	4.84
BISSONNETTE, TYLER	055-ENVIRONMENTAL MONITORI	4.81
MENDILLO, ANDREW	034-CUSTOMER SERVICE	4.69
GUERREIRO, JOSEPH J	053-LABORATORY	4.62
PEMBERTY, JORGE	034-CUSTOMER SERVICE	4.58
WAUGH, GREGORY	022-CONSTRUCTION	4.5
YIDIARIS, PETER	023-HR	4.46
HOLLAND, CHARLES R	022-CONSTRUCTION	4.27
SANDERS, PEDRO	043-IM	4.2
BLAIS, BRIAN	043-IM	4.12
MEDEIROS, GENE	047-BUCKLIN POINT	3.81
MEDINA, JEREMY D	025-ENGINEERING	3.51
ASHTON, JOEL	033-IT	3.51
MCLAUGHLIN, BELINDAA	023-HR	3.47
STOECKEL, BRUCE ROBERT	032-ACCOUNTING	3.47
TIFT, ERIC D	022-CONSTRUCTION	3.43
BAGLINI, ROBERT MICHAEL	025-ENGINEERING	3.43
TAVERAS, KARINA	032-ACCOUNTING	3.39
DUQUE, STEVE	034-CUSTOMER SERVICE	3.39
IANIERO, LAURIE	034-CUSTOMER SERVICE	3.39
COPPIE, CRYSTAL M	023-HR	3.35
MOTTA III, JOHN	033-IT	3.29

LEWIS, BETHANY	051-TECHNICAL ANALYSISAND	3.24
DRACOULES, CHRISTOPHER J	043-IM	3.12
LARIOS, MIRIAM	034-CUSTOMER SERVICE	3.04
GNOCCHI, PETER W	053-LABORATORY	2.78
CHILD, ERIN LYNN	034-CUSTOMER SERVICE	2.66
VALLEE, CAITLYN LEONA	052-PRETREATMENT	2.59
HIGGINS, ANNE MARIE	033-IT	2.51
TASHDJIAN, RAFFI	033-IT	2.47
SHAH, VIKRAM S	032-ACCOUNTING	2.36
LONGVAL, KALLIE	024-LEGAL	2.32
PORRECA, CARISSA	034-CUSTOMER SERVICE	2.28
HAZARD, LINDSEY	024-LEGAL	2.24
ASELS, MICHELLE K	031-FINANCE	2.2
BESSETTE, KAYLA	034-CUSTOMER SERVICE	2.08
TRENHOLM, JASON	046-FIELDS POINT	2.05
LAGESSE, GERALD L	022-CONSTRUCTION	1.97
WENSKOWICZ, IAN P	033-IT	1.84
BARBER, DANIEL	033-IT	1.59
DEAN, ROSS MICHAEL	044-OPERATIONS AND MAINTEN	1.55
PAULINO, MIGUEL A	022-CONSTRUCTION	1.47
DIAZ, CAROLINA	034-CUSTOMER SERVICE	1.32
RODRIGUES, FRANK	044-OPERATIONS AND MAINTEN	1.32
SEVERINO, MADLIN Y	021-EXECUTIVE	1.21
BENNETT, CASANDRA	023-HR	1.17
DECESARE, CHRISTOPHER J	033-IT	1.01
ZUBA, JOHN	044-OPERATIONS AND MAINTEN	0.97
MCQUEEN, CYNTHIA L	053-LABORATORY	0.97
LOREDO, ERIKA	033-IT	0.78
SPELLMAN JR, CHARLES	025-ENGINEERING	0.74
MUSUMECI, AMANDA	044-OPERATIONS AND MAINTEN	0.67
HENAO, YHOJANA	034-CUSTOMER SERVICE	0.59
SKYLESON, NICOLE	051-TECHNICAL ANALYSISAND	0.59
CASTILLO, AREIL	032-ACCOUNTING	0.55
MCCARVILL, JAYNA	052-PRETREATMENT	0.55
NATALE, ARLENE D (DEE)	032-ACCOUNTING	0.52
NAZARIO, ROSA	032-ACCOUNTING	0.44
DE LEON SEVERINO, KRYSTINE	031-FINANCE	0.36
MEASHAW, PARKER	031-FINANCE	0.36
AMARAL, VERONICA	034-CUSTOMER SERVICE	0.36
BRYER, KELSIE M	031-FINANCE	0.32
JEAN, LAURIE A	024-LEGAL	0.28
ERNEST-BECK, ABIGAIL	051-TECHNICAL ANALYSISAND	0.25
SOURIVONG, MARYANN	055-ENVIRONMENTAL MONITORI	0.17
DASILVA, NICHOLAS A	024-LEGAL	0.13
GAMBINO, ROSS	047-BUCKLIN POINT	0.1
BARNES, DUANE E	021-EXECUTIVE	0.01

7-11h (12 years or longer of service)

Name	Department	NBC YOS
BERNIER, RICHARD	022-CONSTRUCTION	36.39
GOODINSON, JR., RONALD P	046-FIELDS POINT	35.43
DALMAZZI, ANTHONY M	022-CONSTRUCTION	34.74
CAPARELLI, JR., SALVATORE D	046-FIELDS POINT	34.67
MOTTA, JOHN E	025-ENGINEERING	34.25
DESROSIERS, PAUL A	044-OPERATIONS AND MAINTEN	33.44
GIEBINK, KAREN L	031-FINANCE	33.44
FASCITELLI, JOHN A	046-FIELDS POINT	33.17
SORKIN, EUGENE M	025-ENGINEERING	32.37
SANDBACH, KIM M	053-LABORATORY	31.41
LESSUCK, LAUREN	053-LABORATORY	31.25
BROUILLARD, DAVID E	047-BUCKLIN POINT	30.72
BRITT, KERRY M	052-PRETREATMENT	30.64
HORRIDGE, LAURIE A	021-EXECUTIVE	30.41
MCCAUGHEY, JAMES C	021-EXECUTIVE	30.34
HEALY, MARK J	047-BUCKLIN POINT	29.95
PESCARINO, CHERYL A	032-ACCOUNTING	29.23
GOLDEN, JAMES	033-IT	28.84
GOULET, MARGARET M	044-OPERATIONS AND MAINTEN	28.76
COSTA, TRAVIS H	052-PRETREATMENT	28.42
GLATER, OLEG	043-IM	27.31
IALONGO, HOLLY R	024-LEGAL	26.54
FOSTER, LEAH E	032-ACCOUNTING	25.55
WENSKOWICZ, BARRY	051-TECHNICAL ANALYSISAND	25.2
PETTERUTI, EMILIA (EMILY)	036-PURCHASING	24.85
GALEGO, JASON M	033-IT	24.62
MORALES, ISRAEL	033-IT	24.51
KELLY, III, JAMES H	051-TECHNICAL ANALYSISAND	24.28
SAMONS, JAMIE R	021-EXECUTIVE	24.06
PALM, WALTER C	051-TECHNICAL ANALYSISAND	23.85
TAGLIANETTI, KARA	053-LABORATORY	23.82
DEAN, NATHAN	055-ENVIRONMENTAL MONITORI	23.78
KELLY, KATHRYN	025-ENGINEERING	22.63
GIORGIANNI, LINDA M	022-CONSTRUCTION	21.41
GANNON, GARY M.	034-CUSTOMER SERVICE	21.22
BONN, KAREN E.	022-CONSTRUCTION	21.14
MONIZ, JOSEPH	022-CONSTRUCTION	20.83
MORISSETTE, CYNTHIAD.	021-EXECUTIVE	20.62
NADEAU, SARA	055-ENVIRONMENTAL MONITORI	20.56
GLATER, ANGELINA	053-LABORATORY	20.48
MCLEAN, BRENDON	033-IT	20.45
MEDINA, JOSE M.	022-CONSTRUCTION	20.41
MURPHY, MICHAEL J.	034-CUSTOMER SERVICE	19.91
CIACCIARELLI, ANTHONY E	043-IM	19.76

AUCOIN, DAVID J	051-TECHNICAL ANALYSISAND	19.45
TORTORELLA, JEFFREYP	055-ENVIRONMENTAL MONITORI	18.95
CHABOT, AMY D	031-FINANCE	18.87
QUINONES, MARCOS A	033-IT	18.87
CHIELLINI, PATRICIAA	043-IM	18.72
GANNON, KYLE C	052-PRETREATMENT	18.72
STARNINO, MICHAEL A	046-FIELDS POINT	18.34
PARISEAULT, MARC A	047-BUCKLIN POINT	18.3
GALEGO, JENNIFER J	024-LEGAL	18.01
DIORIO, ANTHONY P	043-IM	17.57
MARANDOLA, CRYSTINEE	023-HR	17.12
MUSUMECI, KAREN E	021-EXECUTIVE	16.99
CARUOLO, MICHAEL J	025-ENGINEERING	16.8
GRANDE, JUNEL M	051-TECHNICAL ANALYSISAND	16.35
KLEBAUSKAS, NICOLEM	043-IM	16
MUSUMECI, LIVIA N	034-CUSTOMER SERVICE	15.84
DAGGETT, NATHAN P	052-PRETREATMENT	15.81
MCBURNEY, MICHAEL J	052-PRETREATMENT	15.69
GALVAN, JOSE L	047-BUCKLIN POINT	15.62
BOGOSIAN, ERIC M	046-FIELDS POINT	15.12
RINALDI - PATTERSON, RENEE	032-ACCOUNTING	15.08
ROBERTS, JR, IZIHRT	025-ENGINEERING	14.81
HARRINGTON JR, TERENCE A (TJ)	047-BUCKLIN POINT	13.93
CIOLFI, PAMELA M	025-ENGINEERING	13.24
URBAN, JARED D	052-PRETREATMENT	12.17

12 or more years of service	69
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Total Non Union Employees	158
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DOCKET 22-47-WW
The Narragansett Bay Commission's Response
To the Division of Public Utilities and Carriers
Data Request
Set 7

- Div. 7-12:** During each of the following periods, identify the number of NBC union employees that moved into non-union positions at NBC:
- a. FY 2020
 - b. FY 2021
 - c. FY 2022
 - d. FY 2023 to date
 - e. For each employee identified in parts a through d above, please state whether the employee's annual salary as a non-union employee was (1) higher, (2) lower, or (3) exactly the same as their annual pay in their previous position as a union employee.

Response: See attachment DIV 7-12.

Prepared by: Casandra Bennett

DIV 7-12

FY2020

Month	# U to NU Transfers	# Higher Salary	# Lower Salary
July	0	0	0
August	0	0	0
September	5	4	1
October	0	0	0
November	0	0	0
December	0	0	0
January	1	1	0
February	1	1	0
March	2	2	0
April	0	0	0
May	0	0	0
June	0	0	0
TOTALS	9	8	1

FY2021

Month	# U to NU Transfers	# Higher Salary	# Lower Salary
July	0	0	0
August	0	0	0
September	1	1	0
October	1	1	0
November	2	2	0
December	0	0	0
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	1	1	0
TOTALS	5	5	0

FY2022

Month	# U to NU Transfers	# Higher Salary	# Lower Salary
July	0	0	0
August	1	1	0
September	1	1	0
October	0	0	0
November	1	1	0
December	0	0	0
January	0	0	0
February	0	0	0
March	1	1	0
April	0	0	0
May	2	2	0
June	1	1	0
TOTALS	7	7	0

FY2023

Month	# U to NU Transfers	# Higher Salary	# Lower Salary
July	0	0	0
August	0	0	0
September	1	1	0
October	2	2	0
November	0	0	0
December	0	0	0
January	0	0	0
February	3	3	0
March	2	2	0
April	2	2	0
TOTALS	10	10	0

Div. 7-13: Refer to Mr. Fox's rebuttal testimony at page 24, lines 1-3.

- a. Has NBC issued any requests for bids or proposal for a study of pay equity?
- b. Are any other aspects of NBC's current pay structure, besides union versus non-union annual increases, considered by NBC to either be inequitable, or worthy of investigation to ascertain if they are inequitable, such as minority versus non-minority pay levels, or female vs male pay levels? If so, explain. If not, explain fully why not.

Response:

- a. No. The direct comparison of annual contract guaranteed union employee pay increases to those of non-union employees clearly demonstrates inequity in the current process.
- b. No. NBC does not believe there are other inequities. NBC is an Equal Opportunity Employer, consistently meets all annual Affirmative Action goals and bases hiring and advancement on job performance regardless of race, religion, gender, and/or sexual orientation.

Prepared by: James McCaughey

- Div. 7-14:** Refer to Mr. Fox's rebuttal testimony at pages 25-26.
- a. Explain in detail Mr. Fox's definition of work force "turnover."
 - b. If a job position remains unfilled from month-to-month, is that "turnover"? If so, explain how a position remaining unfilled is "turnover."
 - c. Does "turnover" require a position to be filled and then vacated? If not, explain fully why not.
 - d. Referring to the non-union turnover rate of "more than 12" which is apparently calculated on page 25 to be 12.42%, what is the comparable non-union "turnover" rate or percentage of budgeted but unfilled positions for each month from July 2023 through the most recent month available?
 - e. What is the comparable union "turnover" rate or percentage of budgeted but unfilled union positions for each month from July 2021 through the most recent month available?

Response:

- a. The term "turnover" on page 25, line 8 may have conveyed an unintended meaning. The 12% referred to in that sentence is in reference to the table on Page 26 of Mr. Fox's rebuttal testimony. This table shows NBC's average vacancy rate of non-union FTEs, rather than turnover.
- b. No.
- c. Yes.
- d. As set forth in subsection a. the table on page 26 of Mr. Fox's testimony shows the average vacancy rate of non-union FTEs, it is not turnover. For the unfilled position rates for union and non-union positions for FY 2022 and FY 2023 to date, please see Attachment 7-14 d. and e.
- e. See response to DIV 7-14d above.

Prepared by: Leah Foster

Test Year FY 2022

FY 2022 All Positions					Non Union			Union		
Fiscal Year	Calendar	Budget FTE	Test Year Filled FTE	Unfilled Positions	Budget FTE	Test Year Filled FTE	Unfilled Positions	Budget FTE	Test Year Filled FTE	Unfilled Positions
Jul-22	Jul-21	297	264	33	169	150	19	128	114	14
Aug-22	Aug-21	297	265	32	169	151	18	128	114	14
Sep-22	Sep-21	297	264	33	169	151	18	128	113	15
Oct-22	Oct-21	297	263	34	169	150	19	128	113	15
Nov-22	Nov-21	297	263	34	169	151	18	128	112	16
Dec-22	Dec-21	297	267	30	169	151	18	128	116	12
Jan-22	Jan-22	297	265	32	169	149	20	128	116	12
Feb-22	Feb-22	297	263	34	169	147	22	128	116	12
Mar-22	Mar-22	297	263	34	169	149	20	128	114	14
Apr-22	Apr-22	297	266	31	169	151	18	128	115	13
May-22	May-22	297	264	33	169	151	18	128	113	15
Jun-22	Jun-22	297	262	35	169	153	16	128	109	19

FY 2023

FY 2023 All Positions					Non Union			Union		
Fiscal Year	Calendar	Budget FTE	Test Year Filled FTE	Unfilled Positions	Budget FTE	Test Year Filled FTE	Unfilled Positions	Budget FTE	Test Year Filled FTE	Unfilled Positions
Jul-23	Jul-22	304	267	37	176	154	22	128	113	15
Aug-23	Aug-22	304	270	34	176	154	22	128	116	12
Sep-23	Sep-22	304	268	36	176	156	20	128	112	16
Oct-23	Oct-22	304	265	39	176	156	20	128	109	19
Nov-23	Nov-22	304	266	38	176	155	21	128	111	17
Dec-23	Dec-22	304	268	36	176	155	21	128	113	15
Jan-23	Jan-23	304	268	36	176	154	22	128	114	14
Feb-23	Feb-23	304	267	37	176	155	21	128	112	16
Mar-23	Mar-23	304	268	36	176	157	19	128	111	17
Apr-23	Apr-23	304	263	41	176	160	16	128	103	25

Div. 7-15: Refer to Mr. Fox's rebuttal testimony at page 26, lines 2-12.

- a. Identify and provide all information presented to NBC's board of directors in each year FY2022 through the present about differences in retirement benefits for NBC's union and non-union work force.
- b. Why doesn't NBC provide a defined benefit pension plan for non-union employees?
- c. Why doesn't NBC provide retirement health care benefits for non-union employees?
- d. What are the top five union annual wage positions at NBC as of March 31, 2023 and what is the annual wage amount associated with each of those positions?
- e. How many non-union employees does NBC have as of March 31, 2023 with annual salaries that exceed the top five union annual wage positions at NBC?
- f. What are the annual salaries for each of NBC's top five non-union positions?

Response:

- a. The annual Budget which is presented to and approved by NBC's Board of Commissioner's includes the employer contribution rate for the non-union defined contribution retirement plan, funding of the employer share of the non-union defined benefit plan and an employer contribution to the union retirement plan at the rate established by the State Retirement Board.
- b. NBC does provide a defined benefit pension plan for non-union employees.
- c. NBC has in place a Defined Benefit Plan and Defined Contribution Plan for Non-Union employees as well as a Deferred Compensation Plan (IRS 457(b)) which allows for voluntary pre-tax savings contributions and after-tax Roth contributions. The Deferred Compensation Plan is available to both Non-Union and Union employees. All these plans are in place to allow employees options for planning and saving for retirement.
NBC does not have a Non-Union Employee retirement health plan. Retirement health plans are expensive and would most certainly force NBC to cut back on other benefits. Also, if NBC offered a retirement health benefit per GASB 74/75, NBC would have to carry this as a liability on the annual financial statement for the other post-employment benefit (OPEB). It should be noted that NBC is not alone in not offering Non-Union retirement health plans. A 2013 study conducted by KFF (<https://www.kff.org/report-section/retiree-health-benefits-at-the-crossroads-overview-of-health-benefits-for-pre-65-and-medicare-eligible-retirees/>) showed that only 5% of employers with 5-199 employees (NBC has about 150 Non-Union employees) offered retirement health plans.

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The Narragansett Bay Commission's Response
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d.

Job Description	Grade	Hourly	Annual Top Step
Biologist II	U9	\$44.50	\$80,990.00
Electrical Foreman Only received a COLA, no step	GRADE OVER U8	\$42.50	\$87,776.00
Lead Electrician	U8	\$40.91	\$74,456.20
Biologist	U7	\$37.53	\$68,304.60
Chemist	U7	\$37.53	\$68,304.60
Senior E&I Technician	U7	\$37.53	\$68,304.60
Senior Process Monitor	U7	\$37.53	\$68,304.60
Senior Electrician	U7	\$37.53	\$68,304.60

e. NBC has 93 non-union employees earning more than \$68,304.60, the lowest of the top 5 union positions based on annual salary.

f.

EXECUTIVE DIRECTOR	\$ 204,139.00
CHIEF FINANCIAL OFFICER	\$ 197,200.85
DIRECTOR OF CONSTRUCTION AND ENGINEERING	\$ 184,730.11
CONSTRUCTION MANAGER	\$ 156,873.90
ENGINEERING MANAGER	\$ 156,873.90

Prepared by: James McCaughey/Casandra Bennett

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The Narragansett Bay Commission's Response
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Div. 7-16: Electricity expense. Refer to Mr. Fox's rebuttal testimony at page 29, lines 8-9.
Please provide the electricity pricing information as soon as it is available.

Response: NBC will provide the electricity pricing information when it becomes available.

Prepared by: Leah Foster

- Div. 7-17:** OMR Fund. Refer to Mr. Fox's rebuttal testimony at pages 30-31 concerning the OMR fund.
- a. Identify the current and projected balances for OMR funding for FY 2024.
 - b. Identify the current and projected month-end balances in the Stabilization Account in the Debt Service Fund through FY 2024 (1) if \$2.5 million is taken from that account for OMR funding and (2) if no amounts from the Stabilization Account are used for OMR funding.
 - c. What specific language does NBC propose be included in a PUC Order for establishment of an OMR fund?

Response:

- a. The OMR is not currently funded. NBC is proposing to fund it at \$2.5 million in July or August 2023 (FY 2024).
- b. The Stabilization Account is used to capture and segregate revenues restricted for "debt service coverage" in excess of the revenues restricted for debt service payments. At the end of the fiscal year, once NBC has made all the required deposits for its debt service obligations, the available funds in the Stabilization Account are transferred to the Operating Capital Accounts in the Project Fund to fund budgeted operating capital and pay-go capital. Then, the process repeats itself the next fiscal year. If NBC transfers \$2.5 million from the Stabilization Account to the OMR Fund in July or August 2023 as proposed, it will reduce the balance in the Stabilization Account only in the month that the funds are transferred, and the transfer would also affect the fiscal year end transfer to the Operating Capital Accounts for operating capital and pay-go capital.

By way of example, as part of the budget process, NBC projects the end of the year Stabilization Account balance available for transfer to the Operating Capital Accounts to fund budgeted operating capital and pay-go capital. In FY 2024, NBC estimates a total of \$23.0 million will be available to be transferred from the Stabilization Account, with \$5.7 programmed for operating capital and \$17.3 million for pay-go capital. If NBC transfers \$2.5 million in July or August of 2023, the balance of the Stabilization account will be reduced by that amount in the month it is transferred. At the end of the year, when the transfer is made from the Stabilization Account, NBC will only be able to transfer \$14.8 million for pay-go capital rather than the planned \$17.3 million. After the transfer, NBC will continue to deposit revenues restricted for debt service coverage in the Stabilization Account on a monthly basis.

- c. NBC is proposing the following language:

1. NBC shall fund an Operation and Maintenance Reserve Fund through a transfer from the Stabilization Account in the Debt Service Fund in the amount of \$2.5 million.

2. During the fiscal year:
NBC will prepare an internal monthly budget vs. actual report for the "electricity" expense line items that will compare the PUC approved cost of service amounts for the electricity accounts to the actual costs. The electricity expense line items and rate year cost of service amounts are proposed as follows:

Account	Title	Rate Year
54090	ELECTRICITY	\$ 6,919,434
54091	NBC NET METERING CREDIT	(2,168,169)
54092	FP TURBINES	268,490
54093	COVENTRY WIND	244,645
54095	GREEN PPA	2,840,045
54096	GREEN PPA NET METERING CREDITS	(3,786,726)
54097	BIOGAS	1,700
Total		\$ 4,319,419

- If, during the fiscal year, the actual monthly costs are more than \$200,000 higher than the prorated approved Cost of Service (COS), NBC shall transfer the necessary amount from the OMR Fund to the Operation and Maintenance Fund to pay the expenses for these line items and will provide notice to the PUC of the transfer. NBC chose the monthly amount of \$200,000 so that it would not have to make monthly transfers for small amounts, as these amounts can be trued up at the end of the year as set forth below.

 - If the actual costs are less than the approved COS, no action is required.
3. At fiscal year-end:

NBC will compare the audited figures for the electricity expense line items to the approved cost of service and provide a report to the PUC.

- If the actual costs are less than the approved cost of service, NBC will transfer this amount from the Operation and Maintenance Fund into the Stabilization Account prior to the end of the year transfer from the

Stabilization Account to the Operating Capital Accounts to fund budgeted operating capital and pay-go capital.

- If the actual costs are more than the approved COS, NBC would transfer this amount, less any transfers during the year, from the OMR Fund to the Operation and Maintenance Fund.
- The balance in the OMR fund would be replenished annually, if needed, to a \$2.5 million balance as part of the annual transfers from the Stabilization Account, along with the Operating Account transfers for operating capital and pay-go capital.

Prepared by: Karen Giebink and Karen Grande, Esquire

- Div. 7-18:** Referring to Mr. Fox's rebuttal testimony at page 31, lines 15-16: "... and NBC has collected the total revenue requirement as set forth by the PUC in the rate year from this Docket ..."
- a. Explain fully and show in detail how NBC will determine whether it "has collected the total revenue requirement as set forth by the PUC in the rate year from this Docket".
 - b. What will happen if NBC determines that it has collected some amount that is less than "the total revenue requirement as set forth by the PUC in the rate year from this Docket"?
 - c. What will happen if NBC determines that it has collected some amount that is more than "the total revenue requirement as set forth by the PUC in the rate year from this Docket"?
 - d. How is the annual amount of revenue that is collected by NBC relevant to ascertaining whether NBC pays more or less in actual electric expenses than the \$4,319,419 amount listed on page 31, line 10?

Response:

- a. Mr. Fox's testimony reflected NBC's concern about the variabilities of the electricity and renewables costs, which were presented at the Technical Session during this Docket. When NBC proposed the OMR to address these concerns, it believed that the quoted language would be needed, similar to the restricted accounts for debt service and debt service coverage, which take into consideration cash receipts. However, NBC has continued working with legal counsel and bond counsel to refine how the OMR Fund would function and be consistent with the Trust Indenture. Based on additional discussion with bond counsel, and a review of the flow of funds, it does not appear that the annual amount of revenue is relevant to the calculations and mechanics of the OMR Fund for electricity expense.
- b. See answer to item a above.
- c. See answer to item a above.
- d. See answer to item a above.

Prepared by: Karen Giebink and Karen Grande, Esquire

- Div. 7-19:** Refer to Mr. Fox's rebuttal testimony at page 31, line 20 through page 32, line 4.
- a. Will all or any portion of the \$2.5 million be collected from NBC's ratepayers? If not, explain fully why not. If so, identify how much of the \$2.5 million will be collected from NBC's ratepayers, and show in detail how the amount collected from NBC's ratepayers is being or will be determined.
 - b. If none of the \$2.5 million will be coming from NBC's ratepayers, please identify with specificity the non-ratepayer source for those funds.
 - c. If \$2.5 million will be removed from the Debt Stabilization Account in the Debt Service Fund, will the balance remaining in the Debt Stabilization Account be reduced by \$2.5 million?
 - d. If \$2.5 million will be removed from the Debt Stabilization Account in the Debt Service Fund, how will that \$2.5 million be replenished in the Debt Stabilization Account? Explain fully and show in detail how that amount would be replenished into the Debt Stabilization Account over time, and identify the source of funds that would be used for such replenishment.

Response:

- a. The entire \$2.5 million will be funded from rates paid by NBC's ratepayers. As set forth in NBC's response to Div. 7-17, the OMR will be funded through transfers from the Stabilization Account in the Debt Service Fund. The Stabilization Account in the Debt Service Fund is the repository of the debt service coverage deposits, and since debt service coverage is a line item in NBC's Cost of Service, the money is collected from ratepayers.
- b. See answer to item a above.
- c. Yes, as set forth in 7-17 a., if NBC transfers \$2.5 million in July or August of 2023, the balance in the Stabilization Account will be reduced by that amount in the month it is transferred. Thereafter, NBC will continue to deposit revenues restricted for debt service coverage in the Stabilization Account.
- d. The Stabilization Account is funded each month from revenues restricted for debt service, and the balance at the end of the year is transferred to the Operating Account for operating capital and pay-go capital. The process then repeats itself the following year. So, the Stabilization Account is replenished each year.

Taking the example from 7-17 a. above. Assume that the amount deposited in the Stabilization Account in FY 24 is \$23.0. The funds would be disbursed as stated - \$2.5 million to the OMR, \$5.7 to operating capital and \$14.3 million to pay-go capital. Now, assume that the amount deposited into the Stabilization Account in FY 2025 is the same \$23 million. Also assume that no money has to be transferred to the OMR. This would allow NBC to transfer \$5.7 million to operating capital and \$17.3 million to pay-go capital. So, transfers to the OMR primarily affect the amount that can be transferred at the end of the year to pay-go capital.

Prepared by: Karen Giebink and Karen Grande, Esquire

DIV 7-20: Refer to Mr. Fox's rebuttal testimony at page 24-25 concerning inflation and to the chart presented on page 25. Also, refer to Schedule DMF Rebuttal – 11, filed with Mr. Fox's rebuttal testimony that shows that NBC is now requesting an Across the Board Rate Increase of 10.43%.

a. Why on page 24 does Mr. Fox only express concern about NBC's salary adjustments for non-union employees not keeping pace with inflation and no expression of similar concern about a 10.43% across the board rate increase being an adverse impact on NBC's ratepayers?

b. Please identify, quantify and explain all non-essential costs that have been included in NBC's rebuttal filing that could be removed or reduced to help hold down the amount of the rate increase and the related adverse impact on NBC's ratepayers in the current case.

Response: Counsel for NBC notes that subsection a. is argumentative and premised on the implied fallacy that NBC is only concerned about salary adjustments, and is not concerned about the impact of the proposed rate increase on NBC's customers. This is completely unfair and provides a false, and improperly binary, basis for the question posed. In addition, there are many other sections of Mr. Fox's testimony where he addresses other expenses that contribute to the overall rate increase, but this question only focuses on salaries. The Division has not asked why Mr. Fox didn't express concern regarding any other expense addressed in his thirty-four pages of testimony. The fact is, NBC *is* concerned about *any* rate increase that impacts its customers. NBC consistently tries to manage its operations and maintenance expenses, and notes that this is NBC's first general rate filing since Docket 4890, which was filed in 2018. NBC is responsible for treating wastewater in a service area that encompasses the metropolitan Providence and Blackstone Valley areas, which include Providence, North Providence, Johnston, Pawtucket, Central Falls, Cumberland, Lincoln, the northern portion of East Providence and small sections of Cranston and Smithfield. To meet its mission of restoring, improving and protecting the waters of Narragansett Bay, NBC needs sufficient revenues to operate. As costs rise and NBC takes on capital projects, many of which are federally mandated, NBC has to seek increased revenues through rates. To equate NBC seeking a rate increase to a lack of concern for its customers is patently unfair. Furthermore, as the Division knows, Mr. Fox is an expert witness, and Page 24 of his testimony is in a section that addresses Wages and Salary Expense (see pages 21 to 24). Mr. Fox's testimony thoughtfully, factually and rationally addresses the Division's objections to NBC's proposed non-union salary increases, and the Division's position that the increases were "not adequately justified" in NBC's original filing. An attempt to blemish Mr. Fox, and by implication NBC, by suggesting there is a lack of concern over the impact any a rate increase is unwarranted and wrong.

a. Page 24 of my testimony is in a section that addresses the Division's objection to NBC's non-union salaries. In my testimony, I was attempting to address issues raised by the Division in the testimony of Ralph Smith. In particular, Mr. Smith stated that NBC had "not adequately justified its proposed two-tiered salary adjustment process for non-union employees in the Rate Year." (Smith testimony, p. 41, ll. 21-22) Thus, I was trying to provide more information to the Division in support of NBC's request. My testimony in this regard was meant to provide information, not to express a lack of concern. As a rate analyst, I recognize that any increase impacts customers, but not providing adequate revenue for any expense, including salaries, can adversely impact a utility and by extension, its customers. As set forth in my testimony, NBC is required by its Trust Indenture to seek adequate rates and charges to cover operation and maintenance expenses, as well as debt service and debt service coverage. Unfortunately, this requires NBC, like any other utility, to seek rate increases when necessary. Seeking appropriate revenues to operate is any utility's responsibility, but it should not be equated to a lack of concern for customers.

b. NBC's rebuttal testimony accepted many of the Division's suggested adjustments in an effort to hold down the amount of the increase. At this point, NBC does not believe there are any non-essential costs included in its rebuttal position. NBC notes that the primary remaining issues are Debt Service, Revenue, Wages, Biosolid Expense, and Electricity. These are all essential costs.

Prepared by: Joseph A. Keough Jr., Esquire (preamble)
David Fox (subsection a.)
David Fox and Leah Foster (subsection b.)

- Div. 7-21:** Electricity costs. Refer to the table on page 31 of Mr. Fox's rebuttal testimony showing \$4,319,419 of electricity costs for NBC in the current NBC rate case, as well as to Attachment DMF-Rebuttal Exhibit 1.
- a. Are the electricity costs that NBC is requesting in this case higher than they would be if NBC had simply purchased all of its electricity from other providers? Please explain fully and provide an additional analysis NBC has beyond that contained in Attachment DMF-Rebuttal Exhibit 1.
 - b. Are NBC's efforts to own and operate electric generation reducing or increasing the amounts of electricity costs that NBC is claiming in its proposed revenue requirement in the current case? Please explain fully and provide the related analysis.
 - c. How much debt has NBC issued as of June 30, 2022 related to its investments in each of the following:
 - i) The FP Turbines?
 - ii) Coventry Wind?
 - iii) Biogas?
 - d. How much debt does NBC anticipate having issued as of June 30, 2023 related to its investments in each of the following:
 - i) The FP Turbines?
 - ii) Coventry Wind?
 - iii) Biogas?

Response:

- a. No. NBC solicits bids for electricity and accepts the lowest bid.
- b. First, it should be noted that NBC's sustainability initiatives are consistent with federal and state initiatives, including Governor Raimondo's December 8, 2015 "State Agencies To Lead By Example In Energy Efficiency And Clean Energy" Executive Order. (See Attached) Second, the average cost per kWh for the Fields Point Turbines is \$0.119 per kWh and \$0.089 per kWh after the impact of the sale of REC's (\$0.030), and the Coventry turbines average cost per kWh is \$0.155 per kWh and \$0.125 when impact of REC sales (\$0.030) are factored into the rate.
- c. FP Turbines - \$10,846,041, Coventry Wind - \$0, Biogas - \$7,010,616.

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d. NBC does not anticipate issuing any debt for the FP Turbines, Coventry Wind or Biogas as of June 30,2023.

Prepared by: Karen Giebink



2015 DEC-8

SECRETARY *TJ*

State of Rhode Island and Providence Plantations

Gina M. Raimondo
Governor

EXECUTIVE ORDER

15-17

December 8, 2015

**STATE AGENCIES TO LEAD BY EXAMPLE IN ENERGY
EFFICIENCY AND CLEAN ENERGY**

WHEREAS, the transition to a cleaner, low-carbon energy economy and the importance of addressing climate change present Rhode Island with unprecedented challenges, as well as opportunities to strengthen the State's economic competitiveness, create thousands of well-paying jobs, foster new clean energy industry opportunities, improve public health, protect the environment, and enhance quality of life;

WHEREAS, the best available science indicates we must strive to limit warming to no more than two degrees Celsius above pre-industrial levels, and that industrialized nations must reduce greenhouse gas emissions by at least 80 percent below 1990 levels by 2050 in order to reach this goal;

WHEREAS, the Resilient Rhode Island Act sets targets for reducing greenhouse emissions to 45 percent below 1990 levels by 2035 and to 80 percent below 1990 levels by 2050;

WHEREAS, the Executive Climate Change Coordinating Council ("EC4") has begun the critical work of assessing strategies, programs, and actions to meet the goals of the Resilient Rhode Island Act;

WHEREAS, setting clean energy targets and developing clean energy practices will help the State transition to a clean energy economy;

WHEREAS, the State's burgeoning clean energy industries and workforce present a significant economic development opportunity to grow skilled jobs and attract new businesses and investments;

WHEREAS, State government has the responsibility to lead by example and provide a model for municipalities, businesses, organizations, and citizens as it works to move Rhode Island toward a more secure, cost-effective, and sustainable energy future;

WHEREAS, the Rhode Island Infrastructure Bank is creating new opportunities to invest in energy efficiency and renewable energy projects at public buildings by leveraging private capital through the Efficient Buildings Fund;

WHEREAS, reducing energy use and shifting consumption to renewable energy has the potential to stabilize long-term energy costs, mitigate energy price volatility, and reduce budget uncertainty; and

WHEREAS, the State is one of the largest energy consumers in Rhode Island, with energy expenses of nearly \$35 million in fiscal year 2014.

NOW, THEREFORE, I, GINA M. RAIMONDO, by virtue of the authority vested in me as Governor of the State of Rhode Island and Providence Plantations, do hereby order and direct the following:

1. There is hereby established a Lead by Example program within the Office of Energy Resources ("OER"), to oversee and coordinate efforts at State agencies to reduce energy consumption and greenhouse gas emissions.
2. State agencies shall seek to reduce the use of natural resources at State facilities, including a reduction in energy consumption derived from fossil fuels and emissions associated with such consumption.
3. The State shall procure, subject to funding opportunities and constraints, 100% of State government electricity consumption from renewable sources by 2025. To accomplish this goal, OER shall identify opportunities to increase the use of no-carbon and low-carbon energy resources by methods such as supporting the

installation of renewable energy systems and leveraging competitive market procurement.

4. State agencies shall achieve, subject to funding opportunities and constraints, an overall collective reduction in energy consumption of at least 10 percent below fiscal year 2014 levels by the end of fiscal year 2019. In order to ensure steady progress toward and timely achievement of this goal, OER shall establish annual interim goals and work in partnership with National Grid, the administrator of State ratepayer-funded energy efficiency programs, to develop strategic energy plans to meet short- and long-term goals.
5. OER shall post State energy usage publicly, which shall include energy use for each State agency and progress in reducing energy usage below the fiscal year 2014 baseline.
6. The Division of Capital Asset Management and Maintenance ("DCAMM"), within the Department of Administration, in coordination with OER, shall develop strategies for reducing fossil fuel use and greenhouse gas emissions from the State fleet, with the goal of ensuring that a minimum of 25 percent of new light-duty state fleet purchases and leases will be zero-emissions vehicles by 2025.
7. DCAMM shall coordinate with OER, the Energy Efficiency and Resource Management Council, the Distributed Generation Standard Contracts Board, and the Green Building Advisory Committee to achieve a high standard of green building operations and maintenance at all state facilities such as may be accomplished through the International Green Construction Code, U.S. Green Building Council's LEED certification, or an equivalent high performance green building standard.
8. OER shall coordinate with the Energy Efficiency and Resource Management Council, National Grid, and the Green Building Advisory Committee to establish a voluntary aspirational or stretch building code based on the International Green Construction Code or equivalent by 2017. The stretch building code shall be publicly available for use in all State construction and renovation projects as well as those in the private sector.
9. State agencies shall consider full life-cycle costs and savings in planning and implementing projects when making cost-effectiveness determinations about investments in capital assets and services, including in cases where higher up-front

costs may result in significantly lower energy, operation and maintenance costs, or longer life for the project.

10. State agencies shall work with OER and DCAMM to improve energy efficiency and achieve the goals of the Lead by Example program. OER shall provide State agencies with the technical assistance necessary to implement State policy and the directives described herein.
11. In achieving energy reduction goals, agencies shall consider other policies to reduce greenhouse gas emissions including, but not limited to:
 - a. Installing renewable energy sources on State properties;
 - b. Replacing inefficient lighting systems with more efficient lighting options, such as compact fluorescent light bulbs (CFLs), light-emitting diodes (LEDs), and others;
 - c. Purchasing energy-efficient appliances, such as ENERGY STAR products;
 - d. Installing additional electric vehicle charging stations at State properties;
 - e. Committing to energy targets for new construction; and
 - f. Reducing employees' vehicle miles traveled commuting to work, as outlined in R.I. Gen. Laws § 36-6-21.1, by taking steps to encourage employees to commute by foot, bike, public transit, or carpool.
12. OER shall monitor compliance and progress toward the targets established herein. OER shall issue a report evaluating the State's progress towards these goals on or about October 1, 2016 and annually thereafter.

This Executive Order shall take effect immediately.

So Ordered:



Gina M. Raimondo
Governor

Dated: 12/08/15

CERTIFICATION

I hereby certify that on May 10, 2023, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Luly Massaro, Commission Clerk, by electronic mail and regular mail.

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