

CITY OF MARCO ISLAND AGREEMENT FOR 480V SWITCH GEAR UPGRADES

(Non Competitive Award based on Section 2-255(c)(5) Marco Island Purchasing Ordinance)

This Agreement is made this ____ day of July, 2025 ("Effective Date") between the City of Marco Island, a municipal corporation organized and existing under the laws of the State of Florida and whose address 50 Bald Eagle Drive, Marco Island, Florida 34145 (the "City"), and Eaton Corporation whose address is 1000 Eaton Blvd., Cleveland, OH 44122 and a local address of 1800 S. Powerline Road, Suite. A, Deerfield Beach, FL 33442 (the "Contractor").

WITNESSETH

WHEREAS, the City wishes to enter into an agreement with the Contractor for the provision of 480V Switch Gear Upgrade; and

WHEREAS, the parties wish to incorporate the Contractor's Proposal Number MM041825, dated April 18, 2025 ("Eaton Proposal") and the Eaton Selling Policy 25-000 ("Eaton Selling Policy") collectively attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City Code allows the City to select and contract through the use of noncompetitive purchasing in cases when "the maintenance and servicing of equipment by the manufacturer or authorized service agent of the equipment."

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Contract Terms. The Contractor agrees to provide the City the Services as set forth in the Eaton Proposal Number MM041825 and the Eaton Selling Policy, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein.

The following additional provisions are included:

- A. **Payment and Performance Bonds.** Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit C-1 and C-2**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not

exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to Owner's approval.

- B. Indemnification for Sales Tax as a Result of Purchases.** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Owner does hereby defend, hold harmless and indemnify Contractor from any and all liability for unpaid sales taxes which Contractor may suffer as a result of claims, demands, costs, interest, penalties or judgments against Contractor made by or in favor of the State of Florida on account of failure to pay Florida State Sales Taxes on materials purchased by Owner under this direct purchase procedure. Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Owner agrees to defend against any such claims or actions brought against Contractor whether rightfully or wrongfully brought or filed. Contractor agrees that it will promptly notify Owner of any such claim, demand, or action. Furthermore, Contractor expressly agrees that, if and when requested by Owner, it will enter into such amendments to this Agreement as Owner, upon consultation with its legal counsel, may deem necessary or useful to preserve or ensure its right under Florida law to the sales tax exemption contemplated by this subsection.
- C. Indemnification; No Waiver of Sovereign Immunity.** In consideration of ten dollars (\$10.00) and other valuable consideration, Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence, excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the Contractor, as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of Contractor, and any persons employed or utilized by Contractor in the performance of the services pursuant to this Agreement. Contractor agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or Customer laws, by-laws, ordinances or regulations by Contractor, its subcontractors, agents, servants or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall

survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- D. **Governing Law, Jurisdiction and Venue.** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.
- E. **E-Verify.** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant Contractors will be subject to contract sanctions, up to and including contract termination.
- F. **Order of Precedence.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of this Agreement, Eaton's Proposal, and Eaton's Selling Policy, the terms of this Agreement shall take precedence.
- G. **Invoices.** Invoices for satisfactory services rendered and accepted by the City shall be sent to:

Via email: accountspayable@cityofmarcoisland.com
Attn: Finance Department
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

WITH COPIES TO: Heather Smith, Project Manager
HSmith@cityofmarcoisland.com

- H. **Notices.** Notices under this Contract to be given by certified mail as follows:

TO CITY:

Angela Johenning
Purchasing and Risk Manager
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

WITH COPIES TO: Alan Gabriel, City Attorney
200 East Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301
AGabriel@wsh-law.com

TO CONTRACTOR: Eaton Corporation
1000 Eaton Blvd.
Cleveland, OH 44122
Local Address
1800 S. Powerline Road, Suite A
Deerfield Beach, FL 33442

- I. **Insurance.** Prior to Contractor's commencement of services pursuant to the Marco Island Contract, Contractor shall deliver to the City, in a form acceptable to the City in its sole discretion, the following documents within 15 days of execution of the Marco Island Contract:
- All required certificates of insurance as described in **Exhibit D** Contract listing the City of Marco Island as an "Additional Insured"
- J. **Public Records.** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Marco Island contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in its possession or control in connection with its performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the Owner and shall be delivered by Contractor to the Owner's City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JOAN TAYLOR, CITY CLERK
Mailing address: 50 Bald Eagle Drive, Marco Island, FL 34145
Telephone number: 239-389-5010
Email: JTAYLOR@cityofmarcoisland.com

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY:

CONTRACTOR:

CITY OF MARCO ISLAND

EATON CORPORATION

Michael McNees, City Manager

Date: _____

Date: _____

Attest: _____
Joan Taylor, City Clerk

Attest: _____
Corporate Secretary/Witness

APPROVED AS TO FORM:

Alan L. Gabriel, City Attorney

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the City is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts
stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
_____(name of person) as _____(type of authority) for
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____
Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ for _____ (type _____ of _____ authority) _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

PUBLIC PAYMENT BOND

Marco Island Switchgear Upgrades Contract #2025-024

Bond No. _____

Contract No. 2025-024

KNOW ALL MEN BY THESE PRESENTS: _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to **City of Marco Island**, as Obligee in the sum of **One Million four hundred and thirteen thousand four hundred and seventy-one dollars and zero cents.(\$1,413,471.00)** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ Day of _____, 20__ with Obligee for **Marco Island Switchgear Upgrades- Contract 2025-024** in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in
the presence of:

PRINCIPAL

Witnesses as to Principal

BY: _____

NAME: _____

ITS: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____, by
_____ (name of officer or agent,
title of officer or agent) of _____ (name of corporation
acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (type of identification)
as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

Witnesses to Surety

(Printed Name)

OR

As Attorney in Fact
(Attach Power of Attorney)

Witnesses

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____, by
_____ (name of officer or agent,
title of officer or agent) of _____ (name of corporation
acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (type of identification)
as identification.

My Commission Expires:

(Signature)

Name: (Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____

Commission No.: _____

**PUBLIC PERFORMANCE
BOND
Marco Island Switchgear Upgrades
Contract #2025-024**

Bond No. _____
Contract No: **2025-024**

KNOW ALL MEN BY THESE PRESENTS: _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to **City of Marco Island**, as Obligee in the sum of **One Million four hundred and thirteen thousand four hundred and seventy-one dollars and zero cents.(\$1,413,471.00)** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20__ with Obligee for **Marco Island Switchgear Upgrades Contract 2025-024** in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL

Witnesses as to Principal

BY: _____

NAME: _____

ITS: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

Witnesses as to Surety

(Printed Name)

OR

 As Attorney in Fact
 (Attach Power of Attorney)

 _____ Witnesses
 (Printed Name)

 (Business Address)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

 (Signature)

Name: _____
 (Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____

INSURANCE REQUIREMENTS

Marco Island Switchgear Upgrades

Contract #2025-024

- (1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents.
- (2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.
- (3) Coverage shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the Project by Owner or as specified in this Agreement, whichever is longer. Required insurance coverages shall apply to all Work specified in the Contract Documents.
- (4) Certificates of insurance acceptable to Owner shall be filed with Owner within ten (10) calendar days after Notice of Award is received by Contractor/Consultant/Professional.
- (5) Contractor and/or its insurance carrier shall provide 30 days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or Contractor.
- (6) All insurance coverage of Contractor/Consultant/Professional shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project.
- (7) The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.
- (8) Contractor/Consultant/Professional shall require each of its subcontractors to procure and maintain, until the completion of the subcontractors work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by Owner.
- (9) Should at any time Contractor/Consultant/Professional not maintain the insurance coverage required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage's and charge Contractor for such coverage's purchased. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of Owner to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- (10) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, Contractor/Consultant/Professional shall furnish to the Owner, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after to the date of their expiration. Failure of Contractor to provide the Owner with such renewal certificate(s) shall be considered justification for the Owner to terminate the Agreement.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE shall be maintained by Contractor/Consultant/Professional during the term of this Agreement for all employees engaged in the work or services under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

- a. Workers' Compensation – Florida Statutory Requirements
- b. Employers' Liability (check one)
 X \$1,000,000 Each Accident

The insurance company shall waive its Rights of Subrogation against Owner and the policy shall be so endorsed.

COMMERCIAL GENERAL LIABILITY

(1) Commercial General Liability Insurance shall be maintained by Contractor/ Consultant/ Professional. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Limits of Liability shall not be less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you."

(3) If the General Liability insurance required herein is issued or renewed on a "claims made" basis, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) Owner shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by Owner.

In the event Contractor subcontracts any part or all of the Work hereunder to any third party, Contractor shall require each and every subcontractor to identify the City of Marco Island as an additional insured on all insurance policies as required by Contractor. Any contract awarded by Contractor for work under this Agreement shall include a provision whereby Contractor's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the City of Marco Island harmless from all damages arising in connection with Contractor's subcontract.

(5) Coverage shall be included for explosion, collapse or underground property damage claims.

PROPERTY INSURANCE - BUILDERS RISK

N/a

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance shall be maintained by Contractor/Consultant/Professional for ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than \$1,000,000 Bodily Injury & Property Damage.

UMBRELLA LIABILITY

(1) Umbrella Liability may be maintained as part of the liability insurance of Contractor/Consultant/Professional and, if so, such shall be in addition to and in excess of any Employers' Liability, Commercial General Liability, Automobile Liability and Professional Liability coverage's and shall include all coverage's on a "following form" basis.

(2) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying coverage due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

(3) The General Aggregate limit, if applicable, shall apply separately to this project and the policy shall be so endorsed.

OTHER INSURANCE

Due to the special nature of some projects (such as working on, under or above water), additional insurance coverage may be required.

If the below is checked, that specified insurance is also required.

Other Insurance as indicated below:

LONGSHOREMAN, HARBORWORKERS OR JONES ACT

Required by this Agreement? ☐ Yes ☒ No

a. Longshoreman & Harborworkers

\$ Statutory Limits

b. Jones Act: Either under the Protection

& Indemnity coverage or under separate
cover in the limits of not less than

\$ 1,000,000

** Not Required if working from shore. Otherwise, it is required*

POLLUTION AND REMEDIATION LIABILITY INSURANCE

Required by this Agreement? ☐ Yes ☒ No

(1) Contractor/Professional/Consultant shall maintain:

- a. Pollution and Remediation Liability Insurance including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the Project as outlined in this Agreement. Such coverage shall apply specifically to the contracting services/scope of work as outlined in this Agreement and shall include but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the project);
- b. Remediation Legal Liability/Expense (expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants

- or pollutants into or upon 1 and the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the Project, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the property to the condition it was in prior to the Remediation Expense to the extent required by Federal, State, Local or Provincial laws, regulations or statutes or any subsequent amendments thereof); and
- c. Transportation Legal Liability/Expense – Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by Contractor/professional/Consultant of product or waste of Owner to its final delivery point as specified under this Agreement.

(2) Limits Required:

Each Loss or Expense	\$2,000,000
Annual Aggregate	\$4,000,000

The Annual Aggregate limit shall apply separately to this project.

(3) If coverage is provided on a “Claims Made” form as opposed to an “Occurrence” form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by City.

(5) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

(6) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.

- (7) The City of Marco Island must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability.

- (8) The City of Marco Island shall be named as the Certificate Holder. NOTE: The “Certificate Holder” should read as follows:

The City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

(9) **Thirty (30) Days Cancellation Notice is required.**

DATE: _____

Attachments: _____

By: _____ Date _____
Michael A. McNees
City Manager
City of Marco Island

CITY OF MARCO ISLAND 480V SWGR UPGRADES

An aerial night photograph of a city skyline. The most prominent feature is a tall, uniquely shaped skyscraper on the left, illuminated with vibrant pink and blue lights. To its right, another tall building is lit up with warm yellow lights. The city extends into the distance under a twilight sky with soft orange and blue hues. In the foreground, city streets with cars and a bus are visible, along with other commercial buildings.

EAT•N

Powering Business Worldwide

April 18, 2025

City of Marco Island – Switchgear Upgrades

Attn: Heather Smith | Project Manager
Cell: 856-325-0464
hsmith@cityofmarcoisland.com

Subject: **City of Marco Island – 480V Switchgear Upgrades**
Eaton Proposal Number: MM041825
Proposal Revision: 2.0
Proposal Validity: 60 Days from latest Revision

Dear **Mrs. Smith**:

Eaton Corporation, Electrical Engineering Services & Systems (EESS) acknowledges receipt of your request for proposal for the **City of Marco Island Breaker – 480V Switchgear Upgrades** at the **Marco Island WTP**. EESS thanks **Marco Island** for the opportunity to provide the following proposal for your consideration and we look forward to working with you on this project.

EESS will provide a complete and comprehensive package based on our interpretations of your request. Our project scope will include system design, procurement, project management, demolition, construction, installation, testing, and commissioning as detailed in this proposal.

Locally, our Deerfield Beach District Operations Center (DOC) will support this effort whenever services are scheduled. Eaton has a depth of resources which enables us to offer considerably more than just the supply of world class equipment. Our people, their technical expertise, foresight, and vested interest in our customers and communities make us who we are today.

This offer is valid for **60 days** from the date of the latest proposal revision unless otherwise extended, modified, or withdrawn in writing by Eaton Corporation. The services will be subject to the terms and conditions contained in the attachments section of this proposal.

Sincerely,

Your Eaton Electrical Engineering Services & Systems Team

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Proposal Revision Summary

Revision	Description	Date
0.0	Initial submission	04/18/2025
1.0	PLC upgrade	05/09/2025
2.0	Extended Warranty	6/11/2025

This submittal contains material which is Proprietary and Confidential to Eaton Corporation. It may only be used to evaluate and respond to this proposal. Unauthorized use and/or disclosure is strictly prohibited.

Table of Contents

Section I: Eaton Overview.....	1
Eaton Corporation Overview	1
Eaton's Electrical Engineering Services & Systems Division	2
EESS Project Operations	2
Section II: Project Overview – Scope of Work	3
Project Overview	3
Preliminary Project Schedule	12
Section III: Pricing & Commercial Considerations	13
Pricing.....	13
To Place an Order.....	13
Taxes, Permits, Fees, and Bonds	14
Terms and Conditions	14
Milestone Payments.....	14
Payment Milestones.....	14
Warranty & Equipment Cancellation Schedule	14
Section IV: Supplemental Information & Responsibilities	15
Division of Responsibilities	15
Eaton Responsibilities.....	15
Customer Responsibilities.....	16
Qualifications & Clarifications	16
General Clarifications.....	16
Procurement Clarifications	17
Construction & Testing Clarifications.....	18
Section V: Appendix Files.....	20
Appendix A – Terms and Conditions	20
Appendix B – Specifications Reviewed	20

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Section I: Eaton Overview

Eaton Corporation Overview

Eaton Corporation, founded in 1911, is a global intelligent power management and engineering company with product lines and service solutions that involve electrical power distribution and control equipment. Eaton has approximately 94,000 employees globally and had 2023 net sales of \$23.2 billion to customers in more than 160 countries. Eaton is developing customer solutions that drive sustainable growth around the globe, including efficiently using and conserving global resources, developing energy efficient products, reducing emissions, protecting the environment, and volunteering time to help build stronger communities.



Eaton's Electrical Engineering Services & Systems Division

Eaton's Electrical Engineering Services & Systems (EESS) Division is one of the largest and most experienced power distribution service organizations in North America. We offer a comprehensive portfolio of services and solutions tailored for every stage of a power system's life cycle. Eaton is here to help keep your power system safe, reliable, efficient, cybersecure, and ready for IoT. With more than 1,000 highly trained professionals in multiple engineering service locations conveniently located throughout the U.S., EESS has local, national, and international capabilities to provide a full range of electrical and equipment services. This broad range of service capabilities has established EESS as the leader in the engineering service industry.

EESS is experienced with Eaton and other leading manufacturers equipment and specializes in providing:

- Distribution System Design and Power System Studies
- Switchgear, Systems, and Grid Modernization
- Turnkey Project Management and Solutions
- Power Distribution Monitoring, Automation, and Control
- Electrical Safety Training
- Acceptance Testing and Commissioning
- Power Distribution Field Services
- Equipment Preventive Maintenance and Repairs

EESS Project Operations

The EESS Project Operations Team offers complete engineering, procurement, and construction (EPC) capabilities from project conception to closeout. Our turnkey offerings take the worry out of large-scale projects and include specification development, power systems studies, engineering design, equipment procurement, construction, installation, testing, and commissioning. EESS Project Operations can manage all types greenfield and brownfield turnkey projects and specializes in the areas below:

- High and Medium Voltage Substation Design & Construction
- Distributed Energy Resources and Microgrids
- Protective Relay and Control Upgrades
- Switchgear, Systems, and Grid Modernization
- Hydroelectric and Power Plant Modernization
- Generator Excitation and Governor
- Greenfield and Brownfield Synchronous Condensers
- Mission Critical Facilities & Data Centers
- Modular Integrated Transportable Substations (MITS), Data Centers (MDC), and Power Assemblies (MPA)

Section II: Project Overview – Scope of Work

Project Overview

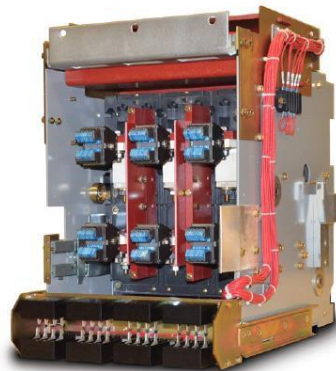
Thank you for considering Eaton's Electrical Engineering Services & Systems (EESS) for your electrical solutions requirements. This section outlines our solution to your aging electrical switchgear utilizing low voltage air replacement breakers.



Original Magnetic Circuit Breaker



AR-Series Replacement Breaker



AR-Series Rear View



Figure 1: Existing 480V Switchgear and breakers

Eaton provides our customers with an IEEE Certified alternate conversion solution and metal-clad switchgear components for low voltage (LV) and medium voltage. These switchgear solutions are assembled in various combinations to satisfy specific requirements. Newer technology and circuit breakers with increased capabilities retrofit the existing enclosures and provide a less expensive alternative to the installation of new switchgear while providing improved uptime and reliability of the installation. These conversion solutions replace production circuit breakers so they are interchangeable with current Eaton low and medium voltage (MV) power circuit breakers supplied in new switchgear.

Eaton has for many years provided replacement circuit breakers, and LV circuit breakers. Eaton has consolidated its resources of engineers and technicians into a team that performs Retrofill conversions as an alternative to customers that want the interchangeability of vintage power circuit breakers with those of new Eaton switchgear. Eaton's Retrofill conversions provide customers with all the necessary drawings, literature, testing, and documentation for successful installation and operation of the new Retrofill conversions. Eaton's Retrofill conversions replace the vintage power circuit breaker with new current technology and replace the structure envelope in which it engages both mechanically and electrically.



Benefits of Eaton's breaker replacements include:

- All low voltage replacement power circuit breakers are designed and tested to meet or exceed IEEE/ANSI standards, assuring compatibility with existing installations and IEEE/ANSI application guidelines.
- Eaton's Magnum DS breaker technology reduces normal maintenance to 2-6 hours per breaker. The arc chutes, contacts, mechanism and control components can be easily inspected, and minor maintenance can be easily accomplished.
- Mechanism parts and control components are current production items and are in stock. Most parts are available on a 24/7 basis. Additionally, replacement breakers utilize common components across the product line, therefore parts availability issues are eliminated.
- Interrupting capabilities can be increased while still maintaining the original circuit breaker dimensions, providing a possible savings of \$1,200-\$3,000 per breaker versus the costs of replacing the switchgear.
- Replacement power circuit breakers use the proven Eaton Digitrip technology which is standard on Magnum DS circuit breakers. As an option an arc-flash maintenance switch can be integrated into the trip unit to provide protection for downstream loads during maintenance.
- Replacement breakers available for several different generations of these breakers: Allis-Chalmers, Federal Pacific, General Electric, ITE, and Westinghouse.

Eaton's Arc Flash Reduction Maintenance System™

A circuit breaker equipped with an Arc Flash Reduction Maintenance System™ can improve safety by providing a simple and reliable method to reduce fault clearing time. The Arc Flash Reduction Maintenance System™ unit utilizes a separate analog trip circuit that provides faster interruption

times than the standard (digital) "instantaneous" protection. Work locations downstream of a circuit breaker with an Arc Flash Reduction Maintenance System™ unit can have a significantly lower incident energy level.

BOLTED FAULT (kA)	ARCING FAULT (kA)	FAULT DURATION (SECONDS)	INCIDENT ENERGY (cal/cm2)	HAZARD RISK CATEGORY
40	20	2	89	>4
40	20	0.5	22	3
40	20	0.3	13	3
40	20	0.1	4.4	2
40	20	0.05	2.2	1
40	20	0.04	1.8	1

Note for the table above:

Incident energy values shown in this table were calculated using the IEEE STD 1584TM-2002 method for a 480 Vac system with a working distance of 24 inches. Other parameters are: Grounding type = solid grounded and Equipment type = Switchgear.

Manufacturing

The Eaton breaker replacement solution utilizes the standard production Magnum DS power air circuit breaker. The replacement solution (including cassette and accessories) is designed, tested and assembled at the Eaton Power Breaker Center in Greenwood, South Carolina. The PBC is a dedicated breaker manufacturing site, manufacturing Low and Medium voltage power circuit breakers in the same location since 1998.

Installation and Supervision Capabilities

Eaton's Electrical Engineering Services and Systems can provide complete turnkey installation services or supervisory services using internal Field Service personnel from our office at:

1800 S. Powerline Road, Suite A Deerfield Beach, FL 33442

Eaton's Electrical Services and Systems is one of the largest and most experienced industrial service organizations in North America. With more than 700 highly trained professionals in 80 engineering service locations throughout the U.S. and Canada, Eaton's Electrical Engineering Services and Systems has a complete local, national, and international capability, to provide a full range of electrical and mechanical equipment services. This broad range of service capabilities has established EESS as the leader in the engineering service industry.

Our division organization, with technical and professional experts on utility and industrial power systems, provides a vast resource from which to draw on in staffing your project. Years of division experience as an electrical equipment manufacturer and engineering service provider in industrial plant environments uniquely qualifies EESS to handle turnkey projects where it is imperative to provide an efficient cost-effective installation while meeting or exceeding design requirements.

LV Switchgear Upgrades (Items 1-5)

Item #1: Magnum DS Retrofill of (3) Main DS-632 Circuit Breakers (3200A)

Equipment Bill of Material

New Equipment

- Quantity (3) DS 3200 Retrofill Kits
- Eaton Magnum DS Circuit Breaker
- 3200A Rating Plug and Sensors
- Manually Operated
- Drawout
- 520MC with ARMS Digitrip Trip Unit
- Mounting hardware, copper bus, new door, etc.
- Breaker quoted not to exceed 100kA interrupting rating.

Scope of Work

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

- Prior to installation, an outage of approximately (8) hours will be required to allow design engineers to take measurements of the existing equipment in order to design the custom installation kits. Note: Customer to provide facility single line diagrams and LOTO procedure for EESS review (1) week prior to scheduled outages.
- An outage of approximately 10-12 hours is required to perform the installation of each breaker.
- A pre-outage site visit is required to inspect, test the circuit breakers & assist in the staging of the circuit breakers.
- EESS will remove the existing circuit breakers and any unnecessary copper and sheet metal.
- New Magnum circuit breaker cassette interfaces will be mounted inside of the existing enclosures
- New copper will be installed to connect to existing line and load based on the current rating of the equipment.
- New sheet metal covers and door will be installed.
- Site Acceptance Testing and Startup will be performed on the new breakers per Eaton's standard SATSU guidelines, prior to installation.
- New circuit breakers will be tested prior to energizing the equipment.

Item #2: Magnum DS LVAR Replacement of (12) Feeder DS Circuit Breakers (3-1600 & 9-800A)

Equipment Bill of Material

- Quantity (3) DS416-AR1600NM Magnum Breaker Replacement Kits
- 1600A Rating Plug/Sensors
- Mechanically Operated, Draw-out
- 520MC LSI Trip Unit
- Quantity (9) DS416-AR800NM Magnum Breaker Replacement Kits
- 800A Rating Plug/Sensors
- Mechanically Operated, Draw-out
- 520MC LSI Trip Unit

Scope of Work

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

- Customer to provide current LOTO and isolation plans for EESS review and acceptance prior to EESS performing onsite work.
- An outage of approximately 6 days will be required for installation of the LVAR circuit breaker outlined above.
- EESS will remove the existing DS circuit breakers and inspect the breaker cubicles for any damaged components.
- Additional cubicle wiring or repairs are not included in this proposal.
- Site Acceptance Testing and Startup will be performed on the new breakers per Eaton's standard SATSU guidelines, prior to installation.
- The new breakers will be installed in the equipment and functional testing will be performed as required.

Item #3: Metering Door and Compartment Door Replacements

Equipment Bill of Material

- Quantity (3) DS Type Metering Door Upgrades
- Steel Door, DS type, ANSI 61 Grey
- Power Xpert Meter 1000 Series
- Misc. labels, terminal blocks, name plates, parts, and consumables.
- Quantity (12) DS Type Blank Doors
- Steel Door, DS type, ANSI 61 Grey
- Qty(1) Remote operations panel to control the three (3) main breakers

Scope of Work

- EESS will install the doors listed above in place of existing doors.
- Remote panel will be installed along with the required conduit and cable.

Item #4: Surge Protection Devices (SPDs)

Equipment Bill of Material

- Quantity (3) Surge Protection Devices (SPD)
- Includes Steel Door, DS type, ANSI 61 Grey
- Misc. labels, terminal blocks, name plates, parts, and consumables.

Scope of Work

- EESS will install 250kA SPDs with Doors into bottom left compartment of each lineup.

Item #5: Engineering Design

Scope of Work

- Provide an updated SC/Coordination/AF Study with equipment labels per NFPA 70E.
- Provide relay setting files for the Qty(3) SEL 751 relays.
- Provide an updated one-line drawing showing the new equipment and the power flow.
- Design of the remote control cabinet

Separate work on Generator Paralleling System

Item #6: Upgrade Generator Paralleling and Automatic Transfer System

SOW includes: Design Engineering, Documentation, Submittals, Control programming, HMI programming, Site Demolition and installation of new components, Startup and testing, and Final Documentation.

Eaton will provide the engineering, design, drawings, programming, field installation, and system testing for the upgrade of one (1) generator to utility automatic transfer system. The system is configured as a MG at the 27kV switchgear. The generator is 480V feeding a transformer to step-up the voltage to the utility level.

Eaton will need to acquire the LVA drawings associated with breaker 52-G1 and the PLC control system (still needed). The 27kV switchgear drawings have been provided. Eaton is including a pre-engineering site visit to facilitate the upgrade, identify components, space available, coordinate with the end user on requirements during the upgrade, and review current information provided with any additional information available on site. Eaton will discuss with the customer the upgrade process, determine their requirements, and define the time required to provide the upgrade.

Eaton is providing an upgrade to the PLC control system. The current system uses a GE VersaMax Micro28 PLC. Eaton is proposing an upgrade to the PLC system from the VersaMax to the Control Logix L72. The HMI will be upgraded for the GE Fanuc to an Eaton XP-504. The Woodward EGCP-2 and display will be upgraded to a Woodward EasyGenXT with remote display.

Eaton will provide a conversion of the existing PLC program, if we can download the existing code from the PLC or will create a new application. The HMI program will be re-created in Visual Designer to provide the same screens and control available on the current system. The EasyGen and display will replace the existing EGCP-2.

Eaton will provide an independent Visual Designer Application in the HMI for testing and as a back-up to the SCADA screens. This will allow the visualization of the system locally in the event of a network failure where the HMI cannot connect to the SCADA system. Eaton will work with Marco Island to provide the data required for creation of screens within the customers existing SCADA system. Eaton will not develop or program any screen in the customers system. Eaton will assist in the verification of the screen created.

The existing system sequence of operation is defined in references 1 and 2. Eaton will provide an upgraded system to provide the same sequence of operation for the customer. During the pre-engineering site visit the customer can define different sequence of operation if desired. Eaton will evaluate and proceed with programming once the customer approves the final sequence of operation for the system.

Implementation of the upgrade will involve demolition of the existing components that are being upgraded, installation of new components, and functional testing of the system in all modes of

operation. Eaton is estimating two weeks to perform the full upgrade and system testing. Eaton is assuming all work will be performed during normal working hours Monday through Friday. If evening and/or weekend time is required, this proposal will be modified.

Assumptions:

- All components external to the PLC are functional. The required 27kV breakers, CTs, PTs, relays, arrestors are installed and fully operational.

Completion

Upon completion of the project, Eaton will:

- Furnish a comprehensive engineering report including findings, test data, and recommendations.

Services:

1. Eaton will provide the following services for this project
 1. Design Engineering
 2. Documentation
 3. Control Programming
 4. HMI Programming
 5. Site demolition and installation of new components
 6. Site Startup and Testing
 7. Final Documentation
 8. Project Management of EATON PSC materials and resources

Materials:

The following materials will be provided as part of this project.

QTY	Description
1	ControlLogix 10 Slot Chassis
1	ControlLogix 19-32VDC Power Supply
1	ControlLogix Processor – L72 4MB
3	GE Rx3i 16pt 120VAC Input Card Non-Isolated ControlLogix 10-31VDC Input 16pt Module
3	ControlLogix 19-30VDC Diagnostic Output 16pt Module
1	ControlLogix Ethernet 10-100M Interface Module 2-Port
3	ControlLogix 36 pin Screw Clamp Block
3	ControlLogix 20 Position NEMA Screw Clamp Block
1	XP-504 10" PANEL-PC,VD RUNTIME
1	easYgen-3400XT-Package 2
1	Remote Panel ANNUNCIATOR-RP-3000XT

Preliminary Project Schedule

Project Kickoff Meeting

Preliminary Design Measurements

- A 4-8-hour outage is required on Switchgear A, B and C for engineers to take design measurements for the Retrofill kits.

Pre-Job Meeting

- Prior to switchgear upgrades being performed, EESS project manager (Harold Schoen) will meet with Marco Island personnel to discuss outage plans and scope of work to be completed.

Switchgear A Upgrade to take approximately 5 days (8 hours per day):

- Transfer of loads from Switchgear A to B by electrical contractor (first day)
- Upgrade of entire Switchgear A per work scopes listed above (approximately 4 days)

Switchgear B Upgrade to take approximately 5 days (8 hours per day):

- Transfer of loads from Switchgear B to C by electrical contractor (first day)
- Upgrade of entire Switchgear B per work scopes listed above (approximately 4 days)

Switchgear C Upgrade to take approximately 5 days (8 hours per day):

- Transfer of loads from Switchgear C to A by electrical contractor (first day)
- Upgrade of entire Switchgear C per work scopes listed above (approximately 4 days)

UL Certification

- Upon completion of all switchgear upgrades, a UL representative will certify that upgrades meet UL standards and will re-label the gear appropriately.

Power System Study

- A coordination and arc flash study will be performed on customer equipment.
- EESS will confirm that new breaker trip unit settings are correct per study.
- EESS will apply arc-flash labels to the new switchgears.

Section III: Pricing & Commercial Considerations

Section III: Pricing & Commercial Considerations

Pricing

Pricing for the project will be as follows. All pricing is **Customer Net**.

Deliverable(s):	Eaton Price
LV Switchgear Upgrades (SWGR 301A/B/C) including the Upgrade for the Generator Paralleling and Automatic Transfer System	\$1,246,224
36 Months Extended Warranty	\$38,750
Owner Contingency (As requested per City of Marco Island)	\$128,497

TOTAL = \$1,413,471.00

All pricing is contingent on terms and conditions contained and referenced in this proposal. Pricing includes only the items specifically listed or referenced in this proposal and assumes a lump sum purchase of the items included in the base scope of work.

To Place an Order

- Email purchase order to Broc Finnegan at BrocFinnegan@Eaton.com
- Reference: Proposal # MM041825

Taxes, Permits, Fees, and Bonds

Pricing **does** include bid bond fees. Pricing **does not** include any taxes, permits (no permits are expected to be required). If these are required, they will be billed separately. All work assumes continuous access to the site during standard time hours unless otherwise noted in the scope of work above. Delays or overtime hours required will be billed separately. Pricing assumes mutual agreed upon terms and conditions between both parties.

Terms and Conditions

Any order arising out of this offer will be governed by the terms and conditions found in Eaton Selling Policy 25-000 dated 9/1/2021. A copy of these terms and conditions can be found in **Appendix A**.

Milestone Payments

Payment terms are net 30-days and an initial payment upon receipt of purchase order may be requested. Progress payments will be required and will be based upon the following schedule.

Payment Milestones

- 10% Upon completion of site measurements (July 2025)
- 30% Payment upon material delivery for SWGR 301A/B/C (Jan 2026)
- 20% Upon completion of the commissioning at SWGR 301A (Q1-Q2 2026)
- 20% Upon completion of the commissioning at SWGR 301B (Q1-Q2 2026)
- 10% Upon completion of the commissioning at SWGR 301C (Q1-Q2 2026)
- 10% Upon completion of generator transfer scheme (Q2 2026)

Warranty & Equipment Cancellation Schedule

Since Eaton is performing all modifications the warranty will be extended for an additional year.

Eaton's products are warranted for a period of (24) months from the date of installation or eighteen (30) months from the date of shipment, whichever occurs first. Electrical apparatus shall carry the manufacturers' pass-through warranty only. Additional warranties or extensions including in and out fees may be negotiated and performed for an additional fee. This warranty does not cover any acts of God, or damage caused by misuse, abuse, vandalism, or neglect. All warranties are governed by the Eaton selling policy 25-000. Order terminations or cancellations shall be governed by Eaton Selling Policy 25-000.



Section IV: Supplemental Information & Responsibilities

Section IV: Supplemental Information & Responsibilities

Division of Responsibilities

Eaton Responsibilities

- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies, and transportation as described in this proposal.
- Where existing equipment is involved, Eaton may perform necessary adjustments, which are required to bring equipment to satisfactory operating condition, or review these with you prior to commencement of any additional work.
- Eaton will obtain authorization in advance before performing any additional work should it be required. A price for additional work will be provided on a case-by-case basis in the form of a change order.
- Eaton will provide and install safety locks, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions.

- Upon completion of work, Eaton will remove safety grounds installed by Eaton then remove safety locks installed by Eaton.

Customer Responsibilities

- Provide free access to equipment within their facility.
- Provide a primary point of contact for the project and any site contacts needed.
- Provide all necessary site-specific safety training. If training is beyond one hour per onsite personnel a time and material change order will be required to cover the additional time.
- Provide Eaton with outage windows for measurements and field investigations as needed to execute the project. Eaton will detail these requirements well in advance of any outages.
- Abatement of all lead, asbestos, PCBs, and other hazardous materials unless otherwise noted.
- Supplying a set of plans for existing facilities and equipment as needed by Eaton to execute the project; including the plant single-line diagrams and any other pertinent information before Eaton arrives onsite unless noted.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Coordinating all outages with and performing all switching to de-energize and isolate equipment to be serviced. Provide switching, racking of circuit breakers, and all lockout/tagout. Eaton must be consulted on all lockout/tagout affecting their personnel and be afforded the opportunity to place their own locks on each lockout. This includes isolations involving utility clearances.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time, and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing an indoor climate-controlled storage area for storage of equipment.
- Eaton will provide attendants and supervisors necessary for any entry into confined spaces. If the customer requires a confined space rescue team to be on-site or on-standby, the customer shall be responsible for any costs associated with this.

Qualifications & Clarifications

General Clarifications

- Eaton, like its competitors and most manufacturers, continues to experience commodity and logistic inflation at levels not seen in many years. Delays in award of PO or project schedule may require pricing to be reviewed. The price for third-party equipment will be updated, if necessary, at the time of equipment ordering to account for any increases. The equipment ordering sequence is dictated in the attached project schedule and may be subject to

completion of order processing and the initial engineering phase. Delays in return of equipment approval drawings beyond the periods may result in price adjustments.

- In the event of material shortages, or other supply chain interruptions or delays, Eaton may require material expedite fees at Purchaser's cost. Purchaser reserves the right to postpone shipment to avoid expedite fees.
- Eaton's proposal is based upon working 12-hour shifts Monday – Friday during standard time hours unless otherwise noted. Eaton has not included cost for Sunday and/or holiday work. Schedule deviations caused or requested by the customer request may require Eaton to adjust pricing accordingly.
- All pricing is based on customer supplied information included with the Request for Proposal. Eaton reserves the right to modify pricing if the design requirements deviate from original proposal documents.
- Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
- Prices quoted do not include Sales Tax. Unless Customer has previously provided a blanket certificate for the state in which the product is being delivered, Customer shall provide, either a valid copy of their sales tax exemption and/or resale certificate OR a valid copy of the Customer's Direct Payment Certificate; for the aforementioned state with the purchase order. (Customer shall pay any and all federal, state, and/or local sales and use taxes.)
- To the extent that the worker(s), employee(s), or third-party contractor(s) of Customer (collectively, "Customer Worker(s)") support the work or project performed by Eaton, Customer represents that such Customer Worker(s) possess the qualifications, knowledge, skill and expertise necessary to perform the tasks involved in supporting the work or project. Customer further acknowledges that Customer, at all times, remains exclusively responsible for the actions and inactions of its Customer Worker(s), and that Customer shall defend and hold Eaton harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogations, costs, and expenses, including court costs and attorneys' fees, arising from the action(s) or inaction(s) of the Customer Worker(s).

Procurement Clarifications

- Lead times for all equipment and materials are based on the current lead times provided by Eaton and third-party vendors. Lead times are subject to change and will need to be verified upon receipt of purchase order.
- All equipment includes FOB Destination
- The prices quoted in this proposal exclude any applicable taxes and potential additional tariffs beyond the proposal date. Any subsequent tariff-related price increases will be passed on to the Buyer.


- Our proposal includes only the material and equipment as described within this proposal. Eaton reserves the right to revise pricing due to changes in its scope of supply due to final design, site conditions, and customer requirements.
- All cost for commodities (e.g. copper, aluminum, steel, etc.) are based on current pricing indexes as of date of this proposal. If a relevant commodity pricing index increases more than 3% between the proposal date and time of award, Eaton may adjust then prices are subject to adjustment upward or downward based on changes in Bureau of Labor Statistics ("BLS"), Labor and Material indexes.

Construction & Testing Clarifications

- Equipment and materials provided exclusively for temporary power and construction will be removed from the facility by Eaton following completion of their use and remain the property of Eaton.
- Eaton takes exception to the presence of any lead-based paints, asbestos, PCBs or other hazardous materials on the project in the work areas. If it is suspected that hazardous materials are present, work in the affected areas will be halted until testing is performed. If testing verifies the presence of hazardous materials, Customer will be notified, and action items will be addressed based on the testing performed and the remediation necessary to remove the material. If the time required to perform the testing and remediation adversely affects the overall schedule, a contract extension shall be requested.
- Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Eaton is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the customer will certify that the work area associated with the Eaton's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.
- Environmental permits or any other permits, third party inspections, studies, utility outage coordination and interconnection agreements or fees, is by others.
- Our proposal does not include identifying or relocating of underground utilities of any kind.
- Eaton has not included cost for third-party NETA testing. Eaton's EESS field personnel are qualified to test per NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Certification Program. NICET is a not-for-profit division of the National Society of Professional Engineers (NSPE). This program provides an independent verification of the capabilities, knowledge, and experience of field personnel for electrical testing. Eaton's EESS group is financially independent of the divisions that manufacture power distribution equipment. EESS will provide comprehensive standardized test procedures that meet or exceed NETA standards. Our observance of such high-quality

standards demonstrates our commitment to identifying any potential product deficiencies. All of this ensures that when we test a power distribution system, we can provide an accurate and impartial assessment of its suitability and reliability. No “optional” NETA tests are included unless noted.

- A suitable lay down, staging and parking area shall be provided by Customer.
- Eaton is providing one day of startup support for each switchgear lineup. Any time beyond this required by the customer will be based on time and material rates.
- Actual commissioning of the customer provided equipment is by others. Eaton is not providing any programming or settings for this equipment unless specifically called out in the provided services section.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no extra charge will apply.
- Eaton assumes that the existing equipment was not previously modified in any way that would prevent the Eaton equipment from being properly installed. Any additional work required to return cells to their original condition will be completed by the customer or provided by Eaton on a time & materials basis.



Section V: Appendix Files

Section V: Appendix Files

Appendix A – Terms and Conditions
Appendix B – Specifications Reviewed

Appendix A – Terms & Conditions

Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

Terms and Conditions of Sale. The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement. All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations. A written quotation is valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

TERMINATION AND CANCELLATION

Products. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit. Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices. All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services. When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS. Refer to Price Policy 25-050.

Minimum Billing. Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

Taxes. The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products. Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services. Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00. Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances. If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment. If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight. Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced. Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed. Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed. At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing. Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss. Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage. Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final-inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval. Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal. When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty for Products. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective

part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Extended Warranty for Products. If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

- 24 months – 2% of Contract Price
- 30 months – 3% of Contract Price
- 36 months – 4% of Contract Price

Special Warranty (In and Out) for Products. If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty for Services. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies. Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos. Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation. Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products. Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices. Buyer shall provide the users, including its employees, and in the case of permitted resale, any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Cybersecurity. Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or

failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at www.eaton.com/assemblies-security (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

Force Majeure. Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 or any future pandemic or epidemic for reasons not attributable to Seller.

Liquidated Damages. Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement. Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA. Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Distributors and Third-Party Agents. In order to ensure that distributors and third party agents acting on behalf of Seller share Seller's commitment to doing business right, all distributors and agents shall abide by Seller's [Anticorruption Policy](#).

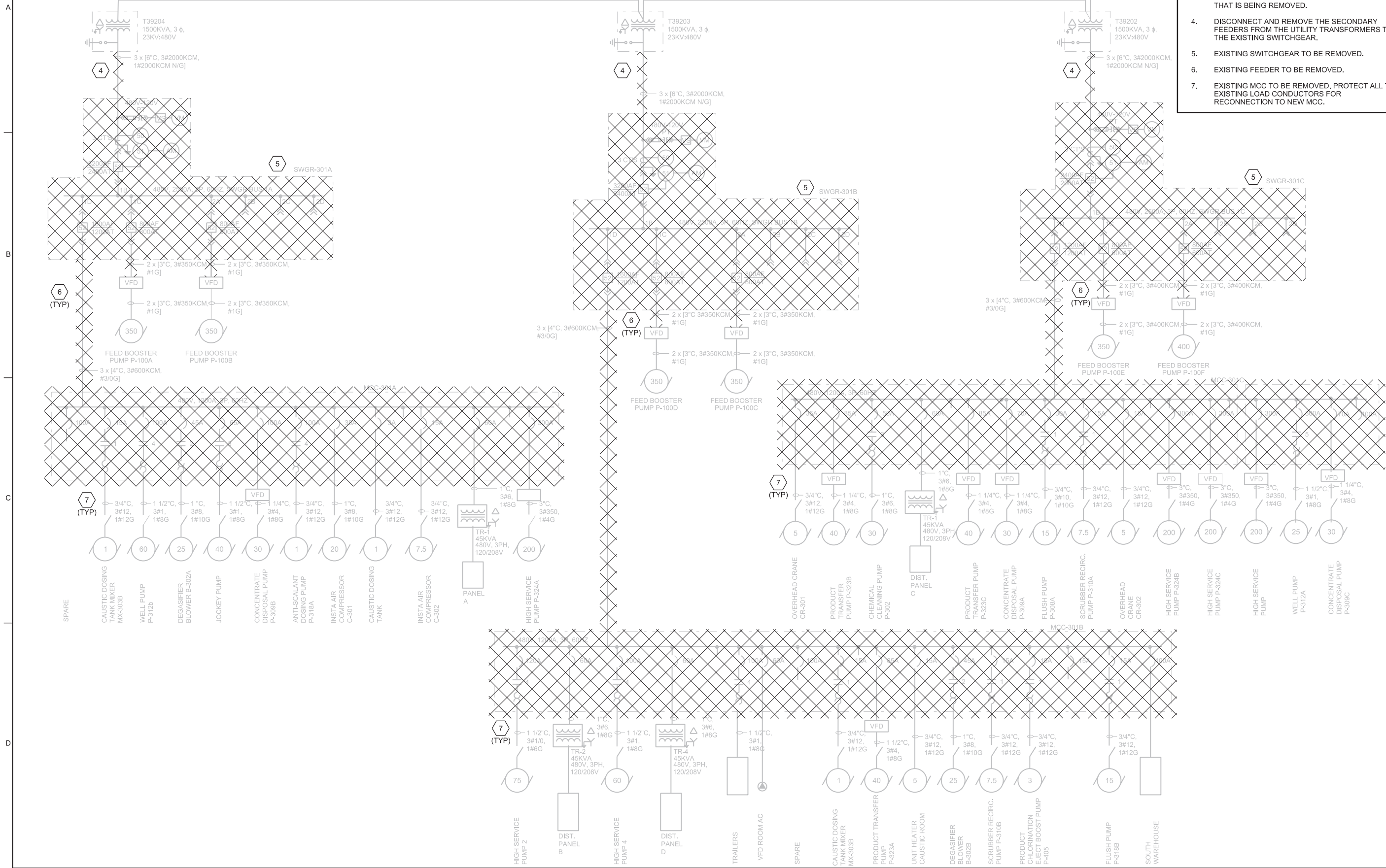
Eaton Corporation.
1000 Cherrington Parkway Moon Township, PA 15108 United States
Tel: 1-800-525-2000
Eaton.com

Appendix B – Specifications Reviewed

1. COORDINATE ALL POWER OUTAGES AND SHUTDOWNS WITH THE OWNER A MINIMUM OF ONE WEEK IN ADVANCE.
2. THE RO PLANT SHALL REMAIN OPERATIONAL AT ALL TIMES. PROVIDE TEMPORARY POWER FROM PORTABLE TRAILER MOUNTED GENERATOR AS REQUIRED.

SHEET KEYNOTES

1. EXISTING 23 KV SWITCHGEAR TO BE REMOVED.
2. EXISTING 2,500KVA TRANSFORMER TO BE REMOVED.
3. COORDINATE WITH THE ELECTRICAL UTILITY TO HAVE THE EXISTING LCEL FEEDER SPliced TO PROVIDE A DIRECT FEED FROM THE LCCE PRIMARY FEED E1510 TO EXISTING TRANSFORMER T39203 BYPASSING THE EXISTING 23 KV SWITCHGEAR THAT IS BEING REMOVED.
4. DISCONNECT AND REMOVE THE SECONDARY FEEDERS FROM THE UTILITY TRANSFORMERS TO THE EXISTING SWITCHGEAR.
5. EXISTING SWITCHGEAR TO BE REMOVED.
6. EXISTING FEEDER TO BE REMOVED.
7. EXISTING MCC TO BE REMOVED. PROTECT ALL THE EXISTING LOAD CONDUCTORS FOR RECONNECTION TO NEW MCC.

[illegible]

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB000072 AAC001992

MARCO ISLAND
ELECTRICAL ROOM MODIFICATIONS

THE CITY OF MARCO ISLAND
MARCO ISLAND, FLORIDA

JACOBS

ELECTRICAL

DEMOLITION RISER DIAGRAM

REVISÉ 90% DESIGN DOCUMENT

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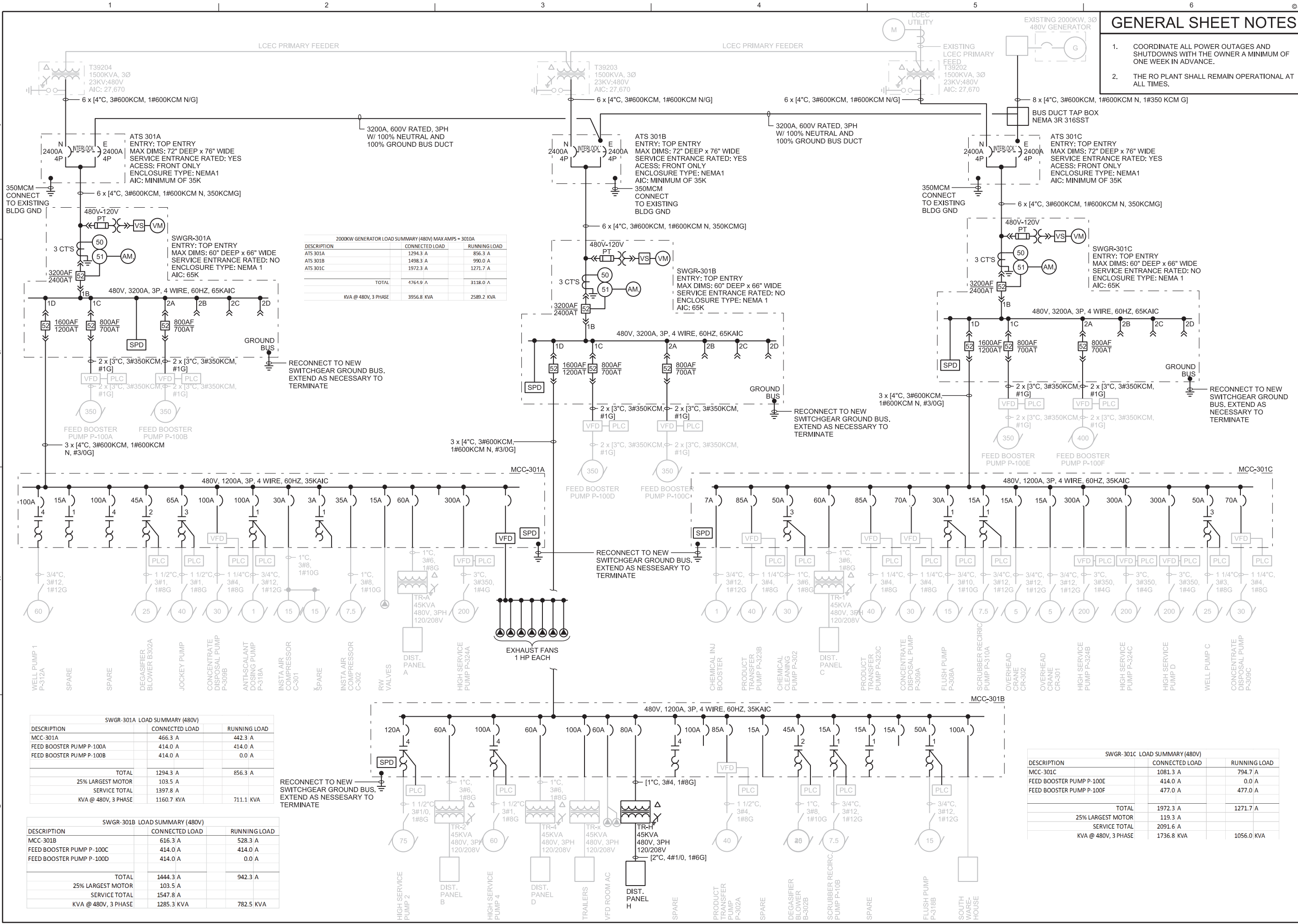
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GENERAL SHEET NOTES

1. COORDINATE THE NEW ELECTRICAL EQUIPMENT LAYOUTS WITH EXISTING CONDUIT AND CONDUCTORS LOCATIONS TO FACILITATE THE INSTALLATION OF THE NEW ELECTRICAL EQUIPMENT AND THE RECONNECTION OF THE EXISTING LOADS, PROVIDE ALL NECESSARY MODIFICATION TO EXISTING CONDUIT AND CONDUCTORS AS REQUIRED FOR A COMPLETE WORKING SYSTEM.

[illegible]

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB000072 AAC001992

MARCO ISLAND
ELECTRICAL ROOM MODIFICATIONS

THE CITY OF MARCO ISLAND
MARCO ISLAND, FLORIDA

JACOBS

ELECTRICAL EQUIPMENT ELEVATIONS

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
0	1"
DATE	DECEMBER 2020
PROJ	704297
DWG	10-E-603
SHEET	25 of 32

REVISÉD 90% DESIGN DOCUMENT

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ENTRY: TOP ENTRY
MAX DIMENSIONS: 60" DEEP x 66" WIDE
SERVICE ENTRATED RATED: NO
ENCLOSURE TYPE: NEMA 1
AIC: 35K

METERING	PREPARED SPACE	PREPARED SPACE
1A	2A	3A
MAIN	MCC-301A	FEED BOOSTER PUMP P-100A
1B	2B	3B
SPD	PREPARED SPACE	FEED BOOSTER PUMP P-100B
1C	2C	3C
	PREPARED SPACE	PREPARED SPACE
1D	2D	3D

SWGR-301A ELEVATION VIEW

NTS

ENTRY: TOP ENTRY
MAX DIMENSIONS: 60" DEEP x 66" WIDE
SERVICE ENTRATED RATED: NO
ENCLOSURE TYPE: NEMA 1
AIC: 35K

METERING	PREPARED SPACE	PREPARED SPACE
1A	2A	3A
MAIN	MCC-301B	FEED BOOSTER PUMP P-100C
1B	2B	3B
SPD	PREPARED SPACE	FEED BOOSTER PUMP P-100D
1C	2C	3C
	PREPARED SPACE	PREPARED SPACE
1D	2D	3D

SWGR-301B ELEVATION VIEW

NTS

ENTRY: TOP ENTRY
MAX DIMENSIONS: 60" DEEP x 66" WIDE
SERVICE ENTRATED RATED: NO
ENCLOSURE TYPE: NEMA 1
AIC: 35K

METERING	PREPARED SPACE	PREPARED SPACE
1A	2A	3A
MAIN	MCC-301C	FEED BOOSTER PUMP P-100E
1B	2B	3B
SPD	PREPARED SPACE	FEED BOOSTER PUMP P-100F
1C	2C	3C
	PREPARED SPACE	PREPARED SPACE
1D	2D	3D

SWGR-301C ELEVATION VIEW

NTS

ENTRY: TOP AND BOTTOM ENTRY
MAX DIMENSIONS: 20" DEEP x 80" WIDE
SERVICE ENTRANCE RATED: NO
ENCLOSURE TYPE: NEMA 1
AIC: 35K

MLO		DEGASIFIER BLOWER B-302A		ANTI-SCALANT DOSING PUMP P-318A	HIGH SERVICE PUMP P-342A
1D		2C		3B	4C
				SARE	
SPD		WELL PUMP 1 P-312A		3D	
1G				JOCKEY PUMP	
		2H		3H	
		INSTA AIR COM C-301 2K	SPARE 70A	SPARE	
SPARE				3K	
		VALVES	XFMR TR-A	INSTA AIR COM C-302	CONC. DISPOSE PUMP P-309B
1M		2M		3M	4M

MCC-301A ELEVATION VIEW

NTS

ENTRY: TOP AND BOTTOM ENTRY
MAX DIMENSIONS: 20" DEEP x 80" WIDE
SERVICE ENTRANCE RATED: NO
ENCLOSURE TYPE: NEMA 1
AIC: 35K

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MCC-301B ELEVATION VIEW

NTS

ENTRY: TOP AND BOTTOM ENTRY
MAX DIMENSIONS: 20" DEEP x 100" WIDE
SERVICE ENTRANCE RATED: NO
ENCLOSURE TYPE: NEMA 1
AIC: 35K

[illegible]

MCC-301C ELEVATION VIEW

NTS

PANEL H															
BUS AMPS			CIRCUIT NAME	POLES	AMPS	BUS			AMPS	POLES	CIRCUIT NAME	BUS AMP			
A	B	C				A	B	C				A	B	C	
28.5			ACCU-1	3	40	1			2	20	1	LIGHTING	1.0		
	28.5					3			4	20	1	RECEPTACLES		6.0	
		28.5				5			6	20	1	RECEPTACLES			1.5
28.5						7			8	15	2	AHU-3	0.8		
	28.5		ACCU-2	3	40	9			10				0.8		
		28.5				11			12	15	2	AHU-4			0.8
26.0						13			14				0.8		
	26.0					15			16	15	2	AHU-5		0.8	
		26.0	ACU-4	2	40	17			18						0.8
26						19			20	15	2	AHU-6	0.8		
	0.8					21			22	20	1	AHU-6		0.8	
		0.8				23			24	20	1	SPARE			
0.8			AHU-2	2	15	25			26						
	0.8					27			28	30	3	SPD			
						29			30						
						SPARE	1	20							

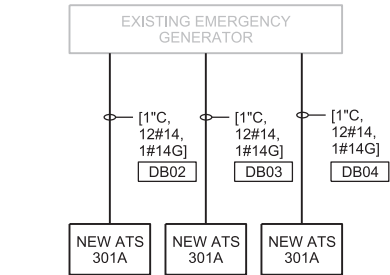
TOTAL AMPS: BUS A 105.0		BUS B 110.0	BUS C 105.5	KVA 39.6
RATED VOLTAGE		<input checked="" type="checkbox"/> 120/208	<input type="checkbox"/> 277/480	<input type="checkbox"/> 120/240
RATED AMPS		<input checked="" type="checkbox"/> 150	<input type="checkbox"/> 225	<input type="checkbox"/> 400
NEUTRAL BUS		<input checked="" type="checkbox"/> 100%	<input type="checkbox"/> 150%	<input type="checkbox"/> 200%
CIRCUIT BREAKER (BOLT IN) BRANCH DEVICES		<input checked="" type="checkbox"/> SPD	Enclosure Type	<input checked="" type="checkbox"/> Nema 1
<input type="checkbox"/> MAIN LUGS ONLY		MAIN 125 AMPS	<input checked="" type="checkbox"/> BREAKER	<input type="checkbox"/> TO BE GFI
PANEL BOARD MUST BE RATED TO INTERRUPT A SHORT CIRCUIT OF 42,000 AMPS SYMMETRICAL				
APPROVED MFR'S SEE SPECIFICATION		COPPER BUSSES	MAIN LUGS	SET SIZE:

BID ALTERNATE

ACCU-X TYPICAL RISER DIAGRAM

NTS

* COORDINATE FURSE SIZE WITH MANUFACTURER
(X= 3, 4) (Y= 7, 8)



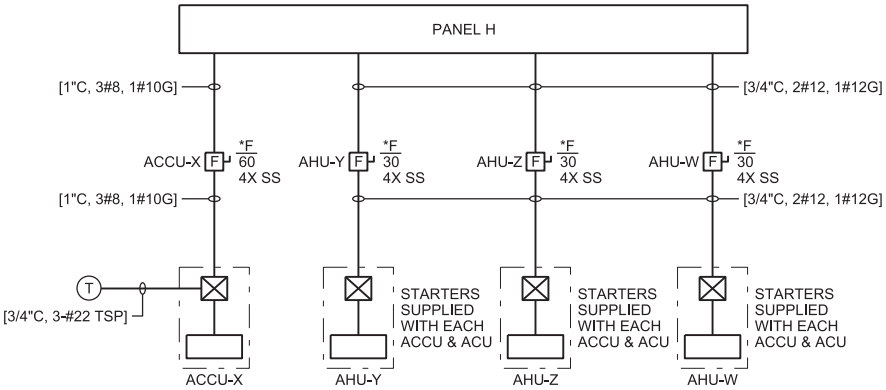
ATS CONTROL RISER

NTS

ACCU-X TYPICAL RISER DIAGRAM

NTS

* COORDINATE FURSE SIZE WITH MANUFACTURER
(X= 1, 2) (Y= 1-3) (Z= 2, 5) (W= 3, 6)



MCC-301A LOAD SUMMARY (480V)		
DESCRIPTION	CONNECTED LOAD	RUNNING LOAD
CAUSTIC DOSING TANK MIXER MX-303B	2.1 A	2.1 A
DEGASIFIER BLOWER B-302A	34.0 A	34.0 A
JOCKEY PUMP	52.0 A	52.0 A
CONCENTRATE DISPOSAL PUMP P-309A	40.0 A	40.0 A
ANTI-SCALANT DOSING PUMP P-318A	2.1 A	2.1 A
INSTA AIR COMPRESSOR C-301	27.0 A	27.0 A
CAUSTIC DOSING TANK	1.1 A	1.1 A
INSTA AIR COMPRESSOR C-302	11.0 A	11.0 A
RW VALVES	3.0 A	3.0 A
TRANSFORMER TR-1	54.0 A	30.0 A
HIGH SERVICE PUMP P-324A	240.0 A	240.0 A
TOTAL	466.3 A	442.3 A
KVA @ 480V, 3 PHASE	387.2 KVA	367.3 KVA

MCC-301B LOAD SUMMARY (480V)		
DESCRIPTION	CONNECTED LOAD	RUNNING LOAD
HIGH SERVICE PUMP 2	96.0 A	96.0 A
TRANSFORMER TR-2	54.0 A	30.0 A
HIGH SERVICE PUMP 4	77.0 A	77.0 A
TRANSFORMER TR-4	54.0 A	30.0 A
TRAILERS	80.0 A	80.0 A
VFD ROOM AC	40.0 A	40.0 A
CAUSTIC DOSING TANK MIXER MX-303B	2.1 A	2.1 A
PRODUCT PUMP TRANSFER P-323A	52.0 A	52.0 A
UNIT HEATER CAUSTIC ROOM	10.4 A	10.4 A
DEGASIFIER BLOWER B-302B	34.0 A	34.0 A
SCRUBBER RECIRC PUMP P-310B	11.0 A	11.0 A
PRODUCT CHLORINATION EJECT P-405	4.8 A	4.8 A
FLUSH PUMP P-318B	21.0 A	21.0 A
SOUTH WAREHOUSE	80.0 A	40.0 A
TRANSFORMER TR-H	54.0 A	47.7 A
TOTAL	670.3 A	576.0 A
KVA @ 480V, 3 PHASE	556.6 KVA	478.3 KVA

MCC-301C LOAD SUMMARY (480V)		
DESCRIPTION	CONNECTED LOAD	RUNNING LOAD
CHEMICAL INJECTION BOOSTER	2.1 A	2.1 A
PRODUCT TRANSFER PUMP P-323B	52.0 A	52.0 A
CHEMICAL CLEANINGPUMP P-302	40.0 A	40.0 A
TRANSFORMER TR-1	54.0 A	15.0 A
CONCENTRATE DISPOSAL PUMP P-309A	40.0 A	40.0 A
PRODUCT PUMP TRANSFER P-323c	52.0 A	52.0 A
FLUSH PUMP P-308A	21.0 A	21.0 A
SCRUBBER RECIRC PUMP P-310A	11.0 A	11.0 A
OVERHEAD CRANE CR-301	7.6 A	7.6 A
OVERHEAD CRANE CR-302	7.6 A	0.0 A
HIGH SERVICE PUMP P-324B	240.0 A	240.0 A
HIGH SERVICE PUMP P-324C	240.0 A	240.0 A
HIGH SERVICE PUMP P-324	240.0 A	0.0 A
WELL PUMP C	34.0 A	34.0 A
CONCENTRATE DISPOSAL PUMP P-309C	40.0 A	40.0 A
TOTAL	1081.3 A	794.7 A
KVA @ 480V, 3 PHASE	897.9 KVA	659.9 KVA

643 SW 4TH AVE, SUITE 400
GAINESVILLE, FLORIDA 32601
EB000072

MARCO ISLAND
ELECTRICAL ROOM MODIFICATIONS
THE CITY OF MARCO ISLAND
MARCO ISLAND, FLORIDA

ELECTRICAL
ELECTRICAL PANEL SCHEDULES
AND RISER DIAGRAMS

NO. DATE

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REVISION

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BY

APVD

VERIFIED SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE DECEMBER 2020

PROJ 704297

DWG 10-E-604

SHEET 26 of 32

DAVID NICHOLSON

D NICHOLSON

A PASTRANA

E CARRASCO

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