



**AGENDA ITEM # 13D**

**AGENDA ITEM EXECUTIVE SUMMARY  
Committee of the Whole Meeting  
April 25, 2022**

**Item Title:**           **Water SCADA Improvement Project**

**Staff Contact:**       Karen Young, P.E. Public Works Director

**VILLAGE BOARD ACTION**

**Adopt a Resolution authorizing the Mayor to execute an agreement for consulting services for the Water SCADA Improvement Project between the Village of Roselle and Altronex Control Systems (Division of L. W. Allen, LLC) in the amount of \$132,886.00.**

**Executive Summary:**

The Village of Roselle is responsible for operating and maintaining four potable water pumping stations and three potable water storage tanks - all to provide a safe and reliable supply of water to its customers and the Fire Department. Roselle's Public Works Department controls and monitors the aforementioned pumping stations/water system through a supervisory control and data acquisition (SCADA) system and uses the data collected from the system to report the details of its potable water operation to the Illinois Environmental Protection Agency on a monthly basis. In addition to the reporting capabilities, the SCADA system is also used to monitor problems at these facilities, which will notify our staff regarding system failure or emergency level alarms at these facilities.

The FY 2022 Budget appropriates funds for the replacement of several of the SCADA system's major components including Programmable Logic Controllers (PLC), Maximum Transmission Unit (MTU), Remote Terminal Unit (RTU) and Uninterruptible Power Supply (UPS), which are 18 years old and obsolete.

This work will be completed utilizing the Village's current vendor L.W. Allen, Inc. (Altronex Control Systems), who was selected using the Qualified Based Selection (QBS) project as part of the previous Water SCADA improvements in 2014.

L.W. Allen installed the Village's original SCADA system in the late 1980's with upgrades in both 2003 and again in 2014. L.W. Allen (Altronex) are knowledgeable regarding our SCADA system's uniqueness and complexity and have the ability to perform the proposed upgrades with minimal disruption to our water system's operation.

**Implications:**

**Is this item budgeted?** Yes, \$130,000 is included in the Water and Sewer Capital Projects Fund for this project.

**Any other implications to be considered?**

**Attachments:**

Resolution Altronex

Contract Altronex

Proposal Altronex

**RESOLUTION NO. 2022 -**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AN AGREEMENT FOR CONSULTING SERVICES FOR THE WATER  
SCADA IMPROVEMENT PROJECT BETWEEN THE VILLAGE OF ROSELLE AND  
ALTRONEX CONTROL SYSTEMS (DIVISION OF L. W. ALLEN, LLC) IN THE  
AMOUNT OF \$132,886.00.**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an Agreement with Altronex Control Systems (Division of L. W. Allen, LLC), 4633 Thompkins Dr., Madison, WI 53716 for Consulting Services for the Water SCADA Improvement Project; and

WHEREAS, both parties agree to the terms and conditions set forth in the proposal for the Water SCADA Improvement Project as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Agreement for Consulting Services for the Water SCADA Improvement Project" between the Village of Roselle and Altronex Control Systems (Division of L. W. Allen, LLC), which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 25<sup>th</sup> day of April, 2022

AYES:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
David Pileski, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Burns, Village Clerk

**CONTRACT NO. \_\_\_\_\_ FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Altronex Control Systems (A Division of L.W. Allen, LLC) (hereinafter "Consultant").

**WITNESSETH:**

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide consultant services associated with Water SCADA Improvement Project to the Village; and

WHEREAS, Altronex Control Systems (A Division of L.W. Allen, LLC) (hereinafter "Consultant") agrees to provide the necessary engineering services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those engineering services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant an amount not-to-exceed \$132,886.00. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of one year unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If the Village concludes that the Consultant is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Consultant fails to remediate its breach within two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. In the event of a termination, the Village shall pay Consultant for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Consultant. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

15. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18<sup>th</sup> Judicial



Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of April \_\_\_\_, 2022.

VILLAGE OF ROSELLE  
VILLAGE ADMINISTRATOR  
31 S. PROSPECT STREET  
ROSELLE, IL 60172

ALTRONEX CONTROL SYSTEMS  
(DIVISION OF L.W. ALLEN, LLC)  
4633 THOMPkins DRIVE  
MADISON, WI 53716

BY: \_\_\_\_\_

Mayor

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk

ATTEST: \_\_\_\_\_

PROPOSAL

Phone 608.222.8622  
Fax 608.222.9414



**Altronex Control Systems**

A Division of L. W. Allen, LLC

*Excellence, By Design*

4633 Tompkins Drive  
Madison, WI 53716

Mike Schulz  
Village of Roselle  
474 Congress Cr North  
Roselle, IL 60172  
[mschulz@roselle.il.us](mailto:mschulz@roselle.il.us)

PROPOSAL ID: 21081617RMK  
REFERENCE: SCADA System Upgrades 2022  
LOCATION: Roselle, IL - Water Utility  
BID DATE: January 28, 2022

TERMS: NET-30 DAYS PER ATTACHED TERMS AND CONDITIONS  
ADDENDUM \_\_ ACKNOWLEDGED

FREIGHT IS F.O.B. ORIGIN – ALLOWED  
PRICES DO NOT INCLUDE SALES OR USE TAXES

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services. The existing PLC/MTU and PLC RTU equipment are 18 years old and obsolete. The following proposal addresses this and related peripheral equipment.	
A	1	<p><b>SCADA MASTER TELEMETRY UNIT</b></p> <ol style="list-style-type: none"> <li>1. Remove existing PLC and replace with CompactLogix L33ER processor, power supply and associated I/O.</li> <li>2. Remove existing serial radio transceiver and power supply. Replace with Ethernet radio and new power supply.</li> <li>3. Replace existing Ethernet switch with GB switch.</li> <li>4. Provide new antenna for installation BY OTHERS. Cable and mast can be re-used.</li> </ol>	
	1	<p><b>ELEVATED TOWER 1 – REMOTE TELEMETRY UNIT</b></p> <ol style="list-style-type: none"> <li>1. Remove existing PLC and replace with MicroLogix ML1400 processor and associated I/O.</li> <li>2. Remove existing UPS system and replace with Powerware LI UPS</li> <li>3. Remove existing serial radio transceiver and power supply. Replace with Ethernet radio and new power supply.</li> <li>4. Remove existing 3" OIT and replace with new 7" OIT</li> <li>5. Install Ethernet switch and CAT5 cabling</li> <li>6. Replace pressure transducer and panel heater</li> <li>7. Provide new antenna for installation BY OTHERS. Cable and mast can be re-used.</li> <li>8. Provide temperature transmitter and thermo-well for installation BY OTHERS. Altronex will provide programming to integrate into SCADA System.</li> </ol>	
	1	<p><b>ELEVATED TOWER 2 – REMOTE TELEMETRY UNIT</b></p> <ol style="list-style-type: none"> <li>1. Remove existing PLC and replace with MicroLogix ML1400 processor and associated I/O.</li> <li>2. Remove existing UPS system and replace with Powerware LI UPS</li> <li>3. Remove existing serial radio transceiver and power supply. Replace with Ethernet radio and new power supply.</li> <li>4. Remove existing 3" OIT and replace with new 7" OIT</li> <li>5. Install Ethernet switch and CAT5 cabling</li> <li>6. Replace pressure transducer and panel heater</li> </ol>	

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		<ul style="list-style-type: none"> <li>7. Provide new antenna for installation BY OTHERS. Cable and mast can be re-used.</li> <li>8. Provide temperature transmitter and thermo-well for installation BY OTHERS. Altronex will provide programming to integrate into SCADA System.</li> </ul>	
	1	<p><b>EAST PRESSURE ADJUSTING STATION – REMOTE TELEMETRY UNIT</b></p> <ul style="list-style-type: none"> <li>1. Remove existing PLC and replace with MicroLogix ML1400 processor and associated I/O.</li> <li>2. Remove existing UPS system and replace with Powerware LI UPS</li> <li>3. Remove existing serial radio transceiver and power supply. Replace with Ethernet radio and new power supply.</li> <li>4. Remove existing 3" OIT and replace with new 7" OIT</li> <li>5. Install Ethernet switch and CAT5 cabling</li> <li>6. Provide new antenna for installation BY OTHERS. Cable and mast can be re-used.</li> <li>7. Provide temperature transmitter and thermo-well for installation BY OTHERS. Altronex will provide programming to integrate into SCADA System.</li> </ul>	
	1	<p><b>CENTRAL PRESSURE ADJUSTING STATION – REMOTE TELEMETRY UNIT</b></p> <ul style="list-style-type: none"> <li>1. Remove existing PLC and replace with MicroLogix ML1400 processor and associated I/O.</li> <li>2. Remove existing UPS system and replace with Powerware LI UPS</li> <li>3. Remove existing serial radio transceiver and power supply. Replace with Ethernet radio and new power supply.</li> <li>4. Remove existing 3" OIT and replace with new 7" OIT</li> <li>5. Install Ethernet switch and CAT5 cabling</li> <li>6. Provide new antenna for installation BY OTHERS. Cable and mast can be re-used.</li> <li>7. Provide temperature transmitter and thermo-well for installation BY OTHERS. Altronex will provide programming to integrate into SCADA System.</li> </ul>	
	1	<p><b>WEST PRESSURE ADJUSTING STATION – REMOTE TELEMETRY UNIT</b></p> <ul style="list-style-type: none"> <li>1. Remove existing PLC and replace with MicroLogix ML1400 processor and associated I/O.</li> <li>2. Remove existing UPS system and replace with Powerware LI UPS</li> <li>3. Remove existing serial radio transceiver and power supply. Replace with Ethernet radio and new power supply.</li> <li>4. Remove existing 3" OIT and replace with new 7" OIT</li> <li>5. Install Ethernet switch and CAT5 cabling</li> <li>6. Provide new antenna for installation BY OTHERS. Cable and mast can be re-used.</li> <li>7. Provide temperature transmitter and thermo-well for installation BY OTHERS. Altronex will provide programming to integrate into SCADA System.</li> </ul>	
	1	<p><b>1 MG RESERVOIR – REMOTE TELEMETRY UNIT</b></p> <ul style="list-style-type: none"> <li>1. Remove existing PLC and replace with MicroLogix ML1400 processor and associated I/O.</li> <li>2. Remove existing UPS system and replace with Powerware LI UPS</li> <li>3. Remove existing serial radio transceiver and power supply. Replace with Ethernet radio and new power supply.</li> <li>4. Remove existing 3" OIT and replace with new 7" OIT</li> <li>5. Install Ethernet switch and CAT5 cabling</li> <li>6. Provide new antenna for installation BY OTHERS. Cable and mast can be re-used.</li> </ul>	

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
	1	7. Provide temperature transmitter and thermo-well for installation BY OTHERS. Altronex will provide programming to integrate into SCADA System.  <b>ALTRONEX PROFESSIONAL SERVICES</b> 1. Engineering services including updated CAD drawings 2. Programming services, HMI, OIT, PLCs 3. Installation services for panel modifications 4. Antenna replacements shall be BY OTHERS. Provision BY ALTRONEX. 5. Electrical installation and plumbing of temperature transmitters/themo-wells shall be BY OTHERS. 6. Startup and training 7. Warranty	
<b>TOTAL PRICE ITEM A .....</b>			<b>\$132,886</b>


ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PRICE FIRM FOR 30 DAYS

\_\_\_\_\_  
NAME OF PURCHASER

SUBMITTED THIS: January 28, 2022

BY: \_\_\_\_\_  
NAME & TITLE

L.W. ALLEN, INC.-BY:   
Mark Kane

### Terms and Conditions

**Controlling Provisions:** These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

**Quotations and Acceptance:** Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment and approval of the quotation as written and an acceptance of the Terms and Conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

**Submittal Drawings:** Submittal of drawings for approval, if required, will be made after receipt of complete information from buyer. The quantity of the submittal drawings will be as specified in the contract documents. Additional sets will be supplied at \$150.00 per set. Return to Seller of one (1), final approved drawing constitutes notice to Seller to proceed with manufacturer. If this order is conditioned upon "engineer approval" Seller requires written notification from buyer in the form of approved submittal data.

**Force Majeure:** Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

**Prices and Taxes:** All prices are F.O.B. factory unless expressly stated otherwise. Prices do not include sales, excise, municipal, state or other governmental taxes. Buyer shall be responsible for all taxes.

**Credit Approval:** The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgment, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

**Delivery:** Unless otherwise specified in this quotation, delivery will be F.O.B. Seller's point of shipment. Buyer will accept delivery within twenty (20) days after Seller notifies Buyer that the equipment is ready for shipment. If Buyer does not furnish exact shipping instructions within ten (10) days after acceptance of this proposal, Seller will select, at its discretion, the means and terms of shipment. Seller will not be liable for any loss resulting from such selection. The time of delivery is an estimate only, and Seller may change such time if it does not receive the information and approvals necessary to proceed with the manufacture of equipment.

**Title, Risk of Loss, Inspection of Equipment:** Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within 10 days of Buyer's receipt of the equipment. Buyer will make all claims for loss or damage in transit against the carrier.

**Changes, Cancellations, Returns:** All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer.

**Payment:** Unless the Seller extends alternative credit terms, 90% of the total purchase price is due net 30 days after delivery of equipment (but in all cases prior to field service start-up, if earlier) and the remaining 10% is due upon start-up of equipment by Seller's field technician, but in no event more than 90 days after shipment of equipment. Any balance owed by Buyer after the due date is subject to a 1.5% per month delinquency charge until paid. **FIELD START-UP SERVICE CANNOT BE AUTHORIZED WITHOUT RECEIPT OF PAYMENT IN THE AMOUNT OF 90% OF THE TOTAL PURCHASE PRICE.** If no start-up is required, 100% payment is due net 30 days from invoice date. **BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY.**

**Indemnification and Default:** In addition to all other amounts due hereunder, buyer shall reimburse Seller in full for all collection costs or changes, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from buyer, including interest on overdue accounts. If buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

**Security Interest:** Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice. Seller's taking of such possession shall be without prejudice to any other remedies Seller may have.

**Warranty and Liability:** Buyer shall have such warranty rights, and only such warranty rights, as may be extended by the manufacturer of the product. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operation/Maintenance Manual which accompanies each product. Seller does not otherwise offer any guaranty or warranty for the product. Seller disclaims any and all warranties; express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which seller may have otherwise extended to Buyer for the product. Unless otherwise agreed, warranty coverage is 18 months from date of shipment or 12 months from date of startup, whichever comes first.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or service by Buyer or any third party. Seller shall not be liable for startup or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of: (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder; or (ii) the purchase price of the product in respect of which the claim is made.

**Operation/Maintenance Manuals:** Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$150.00 each.