

# **Picayune** City of MISSISSIPPI

## **Contract Documents**

for

### ***Controls Upgrade for SCADA***

***at Meadowgreen Site, Stemwood Site, City Barn Site #1,  
and City Barn Site #2 Improvements Project***

***RE-BID***

**Picayune, Mississippi**

**April 2023**

**Prepared By:**



925 Goodyear Boulevard  
Picayune, Mississippi 39466  
(601) 799-1037

**April 25, 2023**

**ADDENDUM NO. 1**

PROJECT

City of Picayune  
Controls Upgrade for SCADA at Meadowgreen Site, Stemwood Site,  
City Barn Site #1, and City Barn Site # 2 Improvements Project - Rebid  
City of Picayune, Mississippi

OWNER

City of Picayune  
203 Goodyear Blvd.  
Picayune, MS 39466

ENGINEER

Dungan Engineering, P.A.  
925 Goodyear Boulevard  
Picayune, Mississippi 39466

*The following revisions and/or additions are to become a part of the Contract Documents of the above referenced project. Acknowledge receipt of this addendum by inserting its number and date on the agreement form and fax the engineer @ 601-799-0480 or reply via email to Debbie @ [debbie@dunganeng.com](mailto:debbie@dunganeng.com) as an acknowledgment of receipt. Contractors are responsible for bringing this addendum to the attention of all their sub-contractors and material suppliers.*

**PROJECT BID OPENING POSTPONEMENT**

- **POSTPONE BID OPENING TO 10:00 A.M. LOCAL TIME, ON WEDNESDAY, MAY 31, 2023. REFER TO NOTICE TO BIDDERS IN THE CONTRACT DOCUMENTS DATED APRIL 24, 2023. REFER TO NOTICE TO BIDDERS ADVERTISEMENT IN THE PICAYUNE ITEM ON APRIL 29, 2023, AND MAY 06, 2023.**

**PROJECT PRE-BID CONFERENCE POSTPONEMENT**

- **POSTPONE NON-MANADATORY PRE-BID CONFERENCE UNTIL WEDNESDAY, MAY 17, 2023, AT 10:00 A.M. REFER TO THE CONTRACT DOCUEMNTS DATED APRIL 24, 2023. REFER TO NOTICE TO BIDDERS ADVERTISEMENT IN THE PICAYUNE ITEM ON APRIL 29, 2023, AND MAY 06, 2023.**

The Bidders are requested to acknowledge receipt of this Addendum by noting the number in the spaces provided on the Proposal Form. Failure to do so may cause rejection of Bid. General Contractors are also cautioned to call attention of all subcontractors to changes which may affect their work.

**END OF ADDENDUM NO. 1**

ACKNOWLEDGED BY:

  
\_\_\_\_\_  
Signature

Control Systems, Inc.  
\_\_\_\_\_  
Company

**City of Picayune  
Controls Upgrade for SCADA for Meadowgreen Site, Stemwood Site, City Barn  
Site #1, and City Barn Site #2 Improvements Project  
(Re-Bid)  
Picayune, Mississippi**

Proposal of Control Systems, Inc.  
(hereinafter called "BIDDER"), organized and existing under the Laws of the State of MS  
doing business as Corporation \*. To the City of Picayune (hereinafter called "OWNER"). In  
compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for  
**Controls Upgrade for SCADA for Meadowgreen Site, Stemwood Site, City Barn Site #1, and City  
Barn Site #2 Improvements Project** in strict accordance with the CONTRACT DOCUMENTS, within the  
time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto  
certifies as to his own organization, that this BID has been arrived at independently, without consultation,  
communications, or agreement as to any matter relating to the BID with any other BIDDER or with any  
competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified  
in the NOTICE TO PROCEED and to fully complete the PROJECT within the amount of Consecutive  
calendar days noted in Section 00100 - Instructions to Bidders. BIDDER further agrees to pay as liquidated  
damages in the amount of \$150.00 for each consecutive calendar day thereafter as provided in Section  
15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

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\*Insert "a corporation", "a partnership", or "an individual" as applicable.

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to  
commodities grown, processed, or manufactured within this State, and whenever all things stated in such  
received bids are equal with respect to price, quality, and service, the commodities grown, processed, or  
manufactured within this State shall be given preference. A similar preference shall be given to  
commodities grown, processed, or manufactured within this State whenever purchases are made without  
competitive bids, and when practical the Office of General Services may be regulation establish reasonable  
preferential policies for other commodities, giving preference to resident suppliers of this State.

Any foreign manufacturing company with a factory in the State and with over fifty (50) employees  
working in the State shall have preference over any other foreign company where both price and quality are  
the same, regardless of where the product is manufactured.

BIDDER agrees to perform all the work, subject to additions and deductions by change order, as  
described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**Controls Upgrade for SCADA for MeadoWgreen Site, Stemwood Site, City Barn Site #1, and City Barn Site #2 Improvements Project  
(Re-Bid)**

| BID FORM |   |      |          |            |             |
|----------|---|------|----------|------------|-------------|
| PAY ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT      |
| 16090-A  | <p><b>Meadowgreen Site (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>           NEMA 12/3R enclosure (approximately 74"H x 60"W x 12"D), anodized aluminum deadfront, main breaker, deadfront interlocked operators, automatic transfer switch, power distribution block, transient voltage surge suppressor, phase monitor, one combination circuit breaker solid state starter with built-in shorting contactor &amp; overload relay for 75HP.480V.3%%C Chlorine Booster Pump, two contactors for Phosphate &amp; Fluoride, necessary control relays and timers, two SC101 simplex controllers, SP102 surge protector, RTU103, duplex receptacle, UPS101 uninterruptible power supply, battery, radio transmitter, antenna, AP101 antenna protector, three LF101 line filters, 15kVA transformer with primary circuit breaker, panelboard with main breaker and feeder breakers, and alarm light.</p> | LS   | 1        | 1          | \$52,933.00 |

**SECTION 00200**

**BID FORM**

|         |  |    |   |   |             |
|---------|--|----|---|---|-------------|
| 16090-B | <p><b>Meadowgreen Site C12 Equipment (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>Chlorine, PH &amp; Fluoride Monitoring Package</p>  | LS | 1 | 1 | \$30,296.00 |
| 16090-C | <p><b>City Barn Site #1 Modifications (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>The contractor shall run conduit, wire and terminate wiring to receive the chemical signals to the existing enclosure.</p> | LS | 1 | 1 | \$2,813.00  |
| 16090-D | <p><b>City Barn Site #1 C12 Equipment (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>Chlorine, PH &amp; Fluoride Monitoring Package</p>   | LS | 1 | 1 | \$30,296.00 |
| 16090-E | <p><b>City Barn Site #2 Modifications (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>The contractor shall run conduit, wire and terminate wiring to receive the chemical signals to the existing enclosure.</p> | LS | 1 | 1 | \$2,813.00  |

**SECTION 00200**

**BID FORM**

|                                |  |    |   |   |                     |
|--------------------------------|--|----|---|---|---------------------|
| 16090-F                        | <p><b>City Barn Site #2 C12 Equipment (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>Chlorine, PH &amp; Fluoride Monitoring Package</p>   | LS | 1 | 1 | \$30,296.00         |
| 16090-G                        | <p><b>Stemwood Site Modifications (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>The contractor shall run conduit, wire and terminate wiring to receive the chemical signals to the existing enclosure.</p> | LS | 1 | 1 | \$2,813.00          |
| 16090-H                        | <p><b>Stemwood Site C12 Equipment (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b><br/>Chlorine, PH &amp; Fluoride Monitoring Package</p>   | LS | 1 | 1 | \$30,926.00         |
| 16090-I                        | <p><b>SCADA System Software/Hardware Upgrade (All Labor, Equipment, Materials, Appurtenances, &amp; Incidentals Shall be Provided and Installed by the Contractor)</b></p>   | LS | 1 | 1 | \$15,687.00         |
|                                |  |    |   |   |                     |
| <b>Total Lump Sum Base Bid</b> |  |    |   |   | <b>\$198,243.00</b> |

The City of Picayune reserves the right to accept the Base Bid alone, or the Base Bid with any combination of additive alternates, or reject all bids.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

**SECTION 00200**

**BID FORM**

Respectfully submitted:

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Project Manager  
Title

Control Systems, Inc. 909 Quinn St. Jackson, MS 39202  
\_\_\_\_\_  
Address

5/31/2023  
\_\_\_\_\_  
Date

09526-MS  
\_\_\_\_\_  
Certification of Responsibility

64-0520655  
\_\_\_\_\_  
Taxpayer Identification No.

(SEAL - if Bid is by a corporation)

Attest   
Steve H. [Signature]

END OF SECTION 00200

**SECTION 00210**

**BIDDER'S CORPORATE DECLARATION**

(To Be Filled In If Bidder Is A Corporation)

Date: May 31, 2023

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Randy Dent  
President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bobby Gill  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Matt Brown  
Treasurer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(To be filled in if a Partnership)  
Our partnership is composed of the following individuals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION 00210**

SECTION 00220

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the Bid to be considered)

STATE OF MISSISSIPPI )  
COUNTY OF Hinds ) ss.

RANDY L. BENT being first duly sworn,  
(Person)

deposes and says that he is PREIDENT  
(Sole owner, a partner, president, secretary, etc.)

of Control Systems Inc. the party making the

foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder as not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fixe any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Randy L. Bent  
Affiant

Sworn to and subscribed before me this 30<sup>th</sup> day of May, 2023.

Robin M. Clark  
Notary Public in and for

Hinds County,  
Mississippi



My Commission Expires

April 10, 2026

END OF SECTION 00220



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

81397

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Robin Ramage, William D. Horne, Jr., Walter B. Wellington, Ranee L. Martin, William D. Horne III, Tammy Vernon*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 31st day of May 2023

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





# CONTROL SYSTEMS, INC.

# QUOTATION

909 Quinn Street • Jackson, Mississippi 39202  
P.O. Box 4852 • Jackson, Mississippi 39296-4852  
Phone 601.355.8594 • FAX 601.355.8774

|                      |
|----------------------|
| <b>Date</b>          |
| May 31, 2023         |
| <b>Quote #</b>       |
| PICA0709 Meadowgreen |

|  |  |
|--|--|
| <b>To:</b><br>City of Picayune<br>203 Goodyear Boulevard<br>Picayune, MS 39466 | <b>Contact Info:</b><br><br><b>email:</b><br><b>phone:</b> |
| <b>Ref:</b><br>Controls Upgrade for SCADA<br>Picayune, MS                      |  |

| Item | Qty | Description   | Amount      |
|------|-----|---|-------------|
| 1    | 1   | <b>Meadowgreen Site (Installed)</b><br>NEMA 4 enclosure (approximately 74”H x 60”W x 12”D), anodized aluminum deadfront, main breaker, deadfront interlocked operators, automatic transfer switch, power distribution block, transient voltage surge suppressor, phase monitor, one combination circuit breaker solid state starter with built-in shorting contactor & overload relay for 75HP.480V.3Ø Well, one combination circuit breaker NEMA rated starter for 1.5HP.480V.3Ø Chlorine Booster Pump, two contactors for Phosphate & Fluoride, necessary control relays and timers, two SC101 simplex controllers, SP102 surge protector, RTU103, duplex receptacle, UPS101 uninterruptible power supply, battery, radio transmitter, antenna, AP101 antenna protector, three LF101 line filters, 15kVA transformer with primary circuit breaker, panelboard with main breaker and feeder breakers, and alarm light. | \$52,933.00 |
| 2    | 1   | <b>Meadowgreen Site Cl2 Equipment (Installed)</b><br>Chlorine, PH & Fluoride Monitoring Package   | \$30,296.00 |
| 3    | 1   | <b>City Barn Site #1 Modifications (Installed)</b><br>CSI will run conduit, wire and terminate wiring to receive the chemical signals to the existing enclosure.  | \$2,813.00  |
| 4    | 1   | <b>City Barn Site #1 Cl2 Equipment (Installed)</b><br>Chlorine, PH & Fluoride Monitoring Package  | \$30,296.00 |
| 5    | 1   | <b>City Barn Site #2 Modifications (Installed)</b><br>CSI will run conduit, wire and terminate wiring to receive the chemical signals to the existing enclosure.  | \$2,813.00  |



# CONTROL SYSTEMS, INC.

909 Quinn Street • Jackson, Mississippi 39202  
P.O. Box 4852 • Jackson, Mississippi 39296-4852  
Phone 601.355.8594 • FAX 601.355.8774

| Item   | Qty | Description  | Amount              |
|--|-----|--|---------------------|
| 6  | 1   | <b>City Barn Site #2 Cl2 Equipment (Installed)</b><br>Chlorine, PH & Fluoride Monitoring Package   | \$30,296.00         |
| 7  | 1   | <b>Stemwood Site Modifications (Installed)</b><br>Chlorine, PH & Fluoride Monitoring Package   | \$2,813.00          |
| 8  | 1   | <b>Stemwood Site Cl2 Equipment (Installed)</b><br>CSI will run conduit, wire and terminate wiring to receive the chemical signals to the existing enclosure. | \$30,296.00         |
| 9  | 1   | <b>SCADA System Software/Hardware Upgrade (Installed)</b>  | \$15,687.00         |
| <b>TOTAL NET (Freight Not Included – F.O.B. Factory)</b> |     |  | <b>\$198,243.00</b> |

**Floats Not Included**

**Submittal Shipment Approximately 5-6 weeks ARO**

**Payment Terms: NET 30 DAYS**

**Estimated Material Shipment Approximately weeks AAD**

**Note:** CSI warranty will require proper grounding in accordance with the current edition of the NEC Article 250.  
We require 25 Ohms maximum resistance.

*Steve Supperich*

email: [steveh@controlsysinc.com](mailto:steveh@controlsysinc.com)

**A 20% order cancellation fee will be enforced if cancelled after submittals are complete.**

Applicable taxes are **NOT** included.

**This quotation is good for 30 days**

**As a supplier, CSI does NOT allow retainage against invoices.**

## CONDITIONS OF SALE

**NOTE: The following Conditions of Sale are subject to change. All Sales Transactions are subject to the latest published Conditions of Sale of the Control Systems, Inc., Jackson, Mississippi, and to any Special Conditions of Sale which may be contained in applicable Control Systems quotations and acknowledgments. Modified consumer product warranties are provided to customers.**

**•1. ACCEPTANCE, GOVERNING PROVISIONS, AND CANCELLATIONS.** No order for Control Systems equipment or services shall be binding upon Control Systems until accepted by a writing of an authorized official of Control Systems or by shipment or other performance of such order. Any such order shall be subject to these Conditions of Sale, and acceptance shall be expressly conditioned on assent to such conditions, which assent shall be deemed given unless purchaser shall expressly notify Control Systems to the contrary prior to any shipment or other performance of an order by Control Systems and, in any event, within five (5) days after receipt of any acknowledgment or confirmation of such order.

No order accepted by Control Systems may be altered or modified by purchaser unless agreed to in writing signed by an authorized official of Control Systems; and no such order may be cancelled or terminated except upon payment of Control Systems' loss, damage and expense arising from such cancellation or termination.

No modified or other conditions will be recognized by Control Systems unless specifically agreed to in writing and failure of Control Systems to object to provisions contained in any purchase order or other communication from a purchaser (including, without limitation, penalty clauses of any kind) shall not be construed as a waiver of these Conditions nor an acceptance of any such provisions.

Any contract for sale and these Conditions shall be governed by and construed according to the laws of the State of Mississippi.

**2. QUOTATIONS AND PRICES.** Written quotations are conditioned upon acceptance by purchaser within thirty (30) days from date issued and shall be considered as offers by Control Systems to sell during such thirty (30) day period unless sooner terminated by notice. Other Control Systems publications are maintained as sources of general information and are not quotations or offers to sell.

All prices are subject to change without notice. In the event of a net price change, the price of equipment on order but unshipped will be adjusted to the price in effect at the time of shipment. Downward adjustment of prices shall apply only to unshipped portions of outstanding orders.

All clerical errors are subject to correction.

**3. PAYMENT TERMS.** Except as may otherwise be stated in quotations, discount schedules, catalogs, or other Control Systems publications, terms of payment to purchasers of satisfactory credit are net invoice amount payment within 30 days.

Control Systems reserves the right at any time to demand full or partial payment before proceeding with a contract of sale if, in its judgment, the financial condition of purchaser shall not justify the terms of payment specified. If delivery is delayed or deferred by purchaser beyond the scheduled date, payment shall be due in full when Control Systems is prepared to ship and the equipment may be stored at the risk and expense of purchaser. If purchaser defaults when any payment is due, then the whole contract price shall become due and payable upon demand, or Control Systems, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the contract for sale.

**4. TAXES AND OTHER CHARGES.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax (except the Federal excise tax on vehicles), duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transaction between Control Systems and purchaser, shall be paid by purchaser in addition to the prices quoted or invoiced. In the event Control Systems shall be required to pay any such tax, fee or charge, purchaser shall reimburse Control Systems therefore, or, in lieu of such payment, purchaser shall provide Control Systems at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. Purchase orders must state the existence and amount of any such tax, fee or charge which it shall be Control Systems' responsibility to collect from purchaser and pay.

**5. DELIVERY.** Delivery of equipment to a carrier shall constitute delivery to purchaser, and, regardless of freight payment, title and all risk of loss or damage in transit shall pass to purchaser at that time.

Great care is taken in packing Control Systems equipment. Control Systems cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by purchaser to the carrier.

Claims for shortages or other errors must be made in writing to Control Systems within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser.

Except as may otherwise be stated in quotations, discount schedules, catalogs, or other Control Systems publications, freight will be allowed to the common carrier free delivery point nearest the destination on shipments within **THE UNITED STATES EXCLUDING ALASKA AND HAWAII**, except that such freight shall be prepaid but not allowed having a net invoice price of less than Three Hundred Dollars (\$300).

For shipment to **ANY OTHER DESTINATION, INCLUDING ALASKA AND HAWAII**, consult Control Systems office for current publications showing shipping terms that apply.

No allowance will be made in lieu of transportation if purchaser accepts shipment at factory, freight station, or otherwise supplies its own transportation.

Method and route of shipment will be at the discretion of Control Systems unless purchaser shall specify otherwise, and any additional expense of the method or route of shipment specified by purchaser shall be borne by purchaser. Control Systems reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale; and all such installments when separately invoiced shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve purchaser of its obligations to accept remaining deliveries. Control Systems shall

not relieve purchaser of its obligations to accept remaining deliveries. Control Systems shall not be liable for any damage as a result of any delay due to any cause beyond Control Systems' reasonable control, including, without limitation, an act of God; act of purchaser; embargo or other government act, regulations or request; fire; accident; strike; slow-down; war; riot; delay in transportation; and inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

**6. SUBSTITUTES.** Control Systems may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, and assumes no liability from deviation from published dimensions and descriptive information not essential to proper performance of the product.

**7. WARRANTIES TO DISTRIBUTORS AND OTHER COMMERCIAL CUSTOMERS.** CONTROL SYSTEMS, INC. WARRANTS EQUIPMENT MANUFACTURED BY IT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKSMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM DATE OF SHIPMENT BY CONTROL SYSTEMS, INC. IF WITHIN SUCH PERIOD ANY SUCH EQUIPMENT SHALL BE PROVED TO CONTROL SYSTEMS', INC. SATISFACTION TO BE DEFECTIVE, SUCH EQUIPMENT SHALL BE REPAIRED OR REPLACED AT THE OPTION OF CONTROL SYSTEMS, INC. THIS WARRANTY SHALL NOT APPLY (A) TO EQUIPMENT NOT MANUFACTURED BY CONTROL SYSTEMS, INC., (B) TO EQUIPMENT WHICH SHALL HAVE BEEN REPAIRED OR ALTERED BY OTHERS THAN CONTROL SYSTEMS, INC. SO AS, IN ITS JUDGEMENT, TO AFFECT THE EQUIPMENT ADVERSELY, OR © TO EQUIPMENT WHICH SHALL HAVE BEEN SUBJECTED TO NEGLIGENCE, ACCIDENT OR DAMAGE BY CIRCUMSTANCES BEYOND THE CONTROL OF CONTROL SYSTEMS, INC. OR TO IMPROPER OPERATION, MAINTENANCE OR STORAGE, OR TO OTHER THAN NORMAL USE OR SERVICE. WITH RESPECT TO EQUIPMENT NOT MANUFACTURED BY CONTROL SYSTEMS, INC., THE WARRANTY OBLIGATIONS OF CONTROL SYSTEMS, INC. SHALL IN ALL RESPECTS CONFORM TO AND BE LIMITED TO THE WARRANTY ACTUALLY EXTENDED TO CONTROL SYSTEMS, INC. BY ITS SUPPLIER. THE FOREGOING WARRANTIES DO NOT COVER REIMBURSEMENT FOR TRANSPORTATION, REMOVAL, INSTALLATION, OR OTHER EXPENSES WHICH MAY BE INCURRED IN CONNECTION WITH REPAIR OR REPLACEMENT.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS OR ANY WARRANTY ARE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT AS SPECIFIED ABOVE, AND SUCH REPAIR OR REPLACEMENT CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY. UNDER NO CIRCUMSTANCES SHALL CONTROL SYSTEMS, INC. BE LIABLE FOR ANY CLAIMS FOR LOSS OR DAMAGE OF ANY KIND, FOR INJURIES TO ANY PERSON OR PROPERTY CAUSED EITHER DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. ANY AND ALL CLAIMS FOR DIRECT SPECIAL, INDIRECT OR CONSEQUENTIAL ECONOMIC LOSS ARE EXPRESSLY EXCLUDED, WHETHER ARISING OUT OF FAILURE OF THE EQUIPMENT TO OPERATE FOR ANY PERIOD OF TIME OR OUT OF ANY DEFECTS OF THE EQUIPMENT OR FOR ANY OTHER REASON. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN AN AUTHORIZED WRITING BY CONTROL SYSTEMS, INC., CONTROL SYSTEMS, INC. SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO EQUIPMENT MANUFACTURED BY CONTROL SYSTEMS, INC. OR SERVICES RENDERED BY CONTROL SYSTEMS, INC.

**8. RETURN OF EQUIPMENT.** No equipment may be returned without first obtaining Control Systems' written permission and a returned material identification tag. Equipment accepted for credit, not involving a Control Systems error, shall be subject to a minimum service charge of 10% of the invoice price and all transportation charges shall be prepaid by purchaser.

Returned equipment must be securely packed to reach Control Systems without damage; any cost incurred by Control Systems to put equipment in first class condition will be charged to purchaser.

**9. PATENTS.** As to equipment proposed and furnished by Control Systems, Control Systems shall defend any suit or proceeding brought against purchaser so far as based on a claim that said equipment constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance at Control System's expense for the defense of same. In event of a final award of costs and damages, Control Systems shall pay such award. In event the use of said equipment by purchaser is enjoined in such a suit, Control Systems shall, at its own expense, either (a) procure for purchaser the right to continue using said equipment, (b) modify said equipment to render it non-infringing, © replace said equipment with non-infringing equipment, or (d) refund the purchase price (less depreciation) and the transportation and installation costs of said equipment. Control Systems will not be responsible for any compromise or settlement made without its written consent.

The foregoing states the entire liability of Control Systems for patent infringement, and in no event shall Control Systems be liable if the infringement charge is based on the use of Control Systems equipment for a purpose other than that for which sold by Control Systems. As to any equipment furnished by Control Systems to purchaser and manufactured in accordance with designs proposed by purchaser, purchaser shall indemnify Control Systems against any award made against Control Systems for patent, trademark, or copyright infringements.

**10. PATTERNS AND TOOLS.** Notice will be given if special patterns or tools are required to complete any order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Control Systems' plant. If patterns or tools are not used for a period of two years, Control Systems shall have the right to scrap them without notice.