



Quote No. 7/15/2020/82360 REV 0

Presented to
Mark Buttery
Jefferson Parish
200 Derbigny St., Suite 4400
Gretna, LA 70053
Site Name : Gretna
Site Address : 200 Derbigny St. Gretna LA 70053

Saber Power Services, LLC
9841 Saber Power Lane, Rosharon, Texas 77583
Tel (713)222-9102
Fax (713)-236-8386
sales@saberpowers.com
www.saberpowers.com

Jefferson Parish
200 Derbigny St., Suite 4400
Gretna, LA 70053
Site : Gretna

Dear Mr. Buttery,

Saber Power Services (SPS) offers the following quotation in response to your request for the service referenced below. We will provide labor, travel, per diem and mileage necessary to perform the work based on our interpretation of the specifications provided to us from you. All Saber Power Services work will be performed by technicians who have been trained to perform this work safely and effectively. All equipment listed will be tested per the specifications of Customer, or by the latest NETA Testing Specifications.

Quotation

Quote Number :	7/15/2020/82360 REV 0
Price :	\$11,200.00
Pricing Method :	Fixed Price
Quick Description :	PMs on Electrical Distribution Equipment

Job Scope

Saber Power Services (SPS) appreciates the opportunity to provide pricing for the following scope of work at the Jefferson Parish- Gretna, LA facility.

Job Scope:

- One (1) Infrared Survey
- Main Electrical Switchboard
 - One (1) Switchboard Inspection
 - Three (3) Main Circuit Breakers
 - Function Test PLC Controlled Transfer Scheme
 - One (1) Digital Meter
- Main Distribution Board
 - One (1) Switchboard Inspection
 - Fourteen (14) Feeder Breakers
- Temporary Generator Connection
 - One (1) Switchboard Inspection
 - One (1) 3000A Circuit Breaker

Notes:

- Infrared Survey to be performed prior to the PM outage.
- Saber to provide a thermal and digital image and a description of the problem on all issues found.
- Customer must supply personnel to assist with opening doors, the removal of panels and identifying the equipment to be surveyed.
- Customer must have an arc flash study with proof of current maintenance on all equipment being surveyed or the survey will not be able to be performed.
- Jefferson Parish to provide maintenance electrician to assist with energizing

and de-energizing equipment.

- Saber to provide temporary generator for lighting and test power.
- A hand written copy of all findings shall be presented to the owner at completion of cleaning, inspecting, and testing.
- A typed written copy of all findings shall be sent to the Department of General Services within 5 working days of completion of project. No payments will be made until all reports are received.
- No work shall be perform outside the scope of work listed in these specifications without a separate purchase order issued by the Department of General Services.
- No repairs are included in this proposal. If needed, additional charges will incur at the applicable T&M rates.

Testing Procedures:

Infrared Survey:

- Remove all necessary covers prior to scanning.
- Inspect for physical, electrical and mechanical condition.
- Provide report indicating the following;
- Description of equipment to be tested.
- Discrepancies.
- Temperature difference between the area of concern and the reference area.
- Probable cause of temperature difference.
- Areas inspected. Identify inaccessible and/or unobservable areas and/or equipment.
- Identify load conditions at time of inspection.
- Provide photographs and/or thermograms of the deficient area.
- Provide recommended action for repair.

Circuit Breakers, 480 Volt Air, Insulated, Molded Case:

- Inspect physical and mechanical condition.
- Clean unit.
- Operate the circuit breaker to insure smooth operation.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench.
- Inspect operating mechanism, contacts and arc chutes in unsealed units.
- Perform insulation-resistance tests.
- Perform a contact/pole-resistance test.
- *Test functions of the trip unit by means of secondary injection.
- Perform minimum pickup voltage test on shunt trip and close coils.
- Verify correct operation of auxiliary features.
- Reset all trip logs and indicators.
- Verify operation of charging mechanism.

Panelboards (Inspect & Megger):

- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, grounding, and required area clearances.
- Verify the unit is clean.
- Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
- Verify that primary and secondary fuse or circuit breaker ratings match drawings.
- Verify correct functioning of draw out disconnecting contacts, grounding

- contacts, and interlocks.
- Perform insulation-resistance tests.

Switchgear and Switchboard Assemblies:

- Inspect physical, electrical, and mechanical condition including evidence of moisture or corona.
- Inspect anchorage, alignment, grounding, and required area clearances.
- Clean the unit.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench.
- Confirm correct operation and sequencing of electrical and mechanical interlock systems.
- Attempt closure on locked-open devices. Attempt to open locked-closed devices.
- Make key exchange with all devices included in the interlock scheme as applicable.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Verify correct barrier and shutter installation and operation.
- Exercise all active components.
- Inspect mechanical indicating devices for correct operation.
- Verify that filters are in place and/or vents are clear.
- Perform visual and mechanical inspection of instrument transformers and inspect control power transformers.
- Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
- Verify correct functioning of draw out disconnecting and grounding contacts and interlocks.
- Perform as-left tests.
- Perform insulation-resistance tests for one minute on each bus section, phase-to-phase and phase-to-ground.
- Perform insulation-resistance tests on control wiring with respect to ground.
- Verify operation of switchgear/switchboard heaters and their controller.

Schedule:

- IR Survey is quoted at one (1) 4-hour day, Monday through Friday.
- PMs are quoted at one (1) 10-hour day, Saturday.
- Work performed after these hours, Sundays and/or Holidays will incur additional charges.
- Job cancellation/rescheduling with less than 48 hours advanced notice will result in the following charges:
 - 8hours ST at the applicable rates for all personnel scheduled on the cancelled/rescheduled job.
 - ST hourly charges at the applicable rates for personnel for any prep time, material gathering, equipment loading, etc.
 - Any incurred job-related costs for equipment rentals, restocking fees, purchased material, etc. will be billed plus corresponding mark up.

Clarifications:

- Unless otherwise specified, Sales, Usage or any other taxes, if applicable, are not included in this quotation.
- SPS cannot be responsible for delays associated with any work performed by

- others.
- Any delays outside SPS control will be charged as standby time at the applicable rates.
- SPS cannot be responsible for any necessary switching of plant electrical equipment.
- Equipment, Materials and Accessories not mentioned in this proposal will be the responsibility of others.
- Unless otherwise specified in the scope of work, all equipment must be de-energized or made readily available during testing.
- Price does not include any permits, fees or licenses associated with this project.
- SPS cannot be responsible for any equipment which has not been handled or maintained properly by others.
- Equipment to be tested one time only, retest due to failed results, repairs and or replacements will be considered as out of scope and will incur additional charges.

Terms and Conditions:

- This proposal is based on the attached Saber Power Services Terms and Conditions.

We sincerely hope that this proposal meets your requirements. If there are any questions, feel free to contact us at any time.

Thank you,

Ward, Corbin, Account Manager
cward@saberpower.com
Main Number : (713)222-9102 | Direct (210)444-9514
Mobile (225)270-3897 | Fax (713)236-8386
www.saberpower.com

General Terms & Conditions

GENERAL - SABER Power Services, Inc. (hereinafter called "SABER") and Buyer agree that the following terms and conditions shall govern services and related products, which SABER may agree to furnish. These terms and conditions, as supplemented by any special terms and conditions (including definition of scope of work) are intended to set forth the final, complete and exclusive statement of the terms of agreement between SABER and Buyer with respect to products and services furnished by SABER. Sales staff and laborer are not authorized to modify these terms.

QUOTATIONS - Quotes are valid for 30 days from the date shown, except for materials such as copper, steel, or aluminum, which shall be valid for 7 days, unless otherwise shown.

PRICES - Prices are subject to change without notice. For products, prices will be the prices in effect at the time of shipment by SABER. In the event of a price change for services or products, the effective date of the change will be the date shown on the new price or rate sheets. Pricing is based on the assumption that all work will be performed as scheduled and work can proceed unimpeded once begun. For any service work that is impeded, SABER reserves the right to bill for the delays. Third Party content will be billed at a minimum of cost plus 25%, unless communicated otherwise. Fuel surcharges shall be added for any increase of fuel prices of more than 5% from level at time of quote.

SCOPE OF SERVICES, PRODUCTS AND CHANGES -The services and products supplied shall be as set forth in the quotation provided. For any scope changes required after the order is placed, SABER will require a written Change Order, to be signed by both parties before proceeding with the changes.

SCHEDULING OF SERVICES - Buyer shall give written notice reasonably in advance of the date on which SABER is scheduled for service. SABER shall promptly inform Buyer whether the personnel will be available on that date, and if not, the nearest date on which they will be available. SABER reserves the right to delay performance of any scheduled work due to Buyer not meeting SABER's required credit terms.

PROVISION OF FACILITIES - Buyer shall be responsible for providing at its own expense all things necessary to enable SABER personnel to perform field services requested, including without limit, equipment operators; labor, craftsmen, foremen; rigging, tools, crane, scaffold, burning and welding equipment, instruments; lubricants; cleaning materials; telephone; storage space for any special equipment furnished by SABER; equipment manuals; first aid facilities; safety equipment. Buyer shall also be responsible for informing SABER, prior to agreement on the price of services, and of any local permits or fees which may be required for SABER personnel to perform field service.

REPAIR AND OVERHAUL - In the event that Buyer's equipment may be in the custody or control of SABER in connection with repair, overhaul work or other services, risk of loss or of damage to such equipment shall remain with Buyer at all times.

DELIVERY OF PRODUCTS - Unless otherwise specified, all products are shipped F.O.B. shipping point, regardless of transportation costs being "allowed," "prepaid" or "collect". Transportation charges incurred from the nearest accessible common carrier point to final destination or to ship-side are the responsibility of the buyer. SABER will determine point of origin of shipment, method of transportation, and routing of shipment. Except in the event of F.O.B. destination shipments, SABER will not participate in any settlement of claims for concealed or other shipment damage. For F.O.B. destination shipments, the Buyer must unpack immediately and, if damage is discovered, notify the carrier in writing on carrier's delivery receipt and request the carrier to make an inspection, and notify SABER within 72 hours of delivery.

MINIMUM BILLING - Charge to Buyer for field services will include lapsed time from the time of departure of the personnel from their station, or previous assignment, until their return to their station or subsequent assignment. Mileage will be billed at \$1.50 per mile on a round-trip basis. SABER will bill for a 4-hour minimum, with 4 to 8 hours billed as 8 hours. Special preparation before departure, or complementary follow-up work after return to station, may require additional time to be charged. For services, all prices are based upon straight time for eight hours per weekday shift. Overtime will be after 8 hours, after normal working hours, and on Saturdays and will be billed at time and a half. Sundays, Holidays, and overtime after 12 hours in a day will be billed at doubletime. If reports are required, report time will be billed at a minimum of \$95 per hour, with one hour minimum charged for every 8 hours worked per site per day, unless quoted otherwise. If performance of the services is delayed, interrupted or extended by Buyer or due to other causes beyond the reasonable control of SABER, Buyer shall pay SABER additional compensation, including any overtime premium. Buyer shall reimburse SABER for all reasonable expenses incurred for SABER personnel in connection with field services from the time of departure until return to headquarters. Such expenses shall include but are not limited to: air and ground transportation, lodging, food, gratuities, etc.

PAYMENT - Products will be paid for on the basis of a lump sum price and will be billed for at time of product shipment. Services will be paid for either on the basis of a lump sum price, if so quoted, or on the basis of time and materials. For projects involving service that last more than one week, SABER will bill for progress payments. All pricing excludes Federal, state or local property, license, privilege, sales, service, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the furnishing of the products and services. Payments shall be

made within 15 days from date of invoice, in United States dollars at the offices of SABER shown on the invoice. Overdue payments are subject to a late charge equal to 1.0% per month or the highest rate allowed by law.

LIMITATION OF WARRANTY - SABER warrants to Buyer that services will be performed in a workmanlike and competent manner and that recommendations for corrective action made in connection with technical investigations, inspections, or similar services, will be based on SABER's best judgment in light of the facts then known. SABER warrants that the products provided by it will be as described in its quotation and will be free of defects in workmanship and material. Should any failure to conform with the warranty set forth appear within one year from the delivery of the products or within one year after the provision of the services, and if promptly notified thereof in writing, SABER will, at its sole option, either re-perform the services without charge, repair or replace the products, or refund to Buyer an agreed amount to cover the nonconforming services or products. SABER shall not be responsible for gaining access to any products supplied or serviced equipment or for disassembly, re-assembly or transportation of any products or equipment from or to the place of installation. Products supplied by SABER, but manufactured by others, are warranted only to the extent of the manufacturer's warranty. The foregoing warranties are exclusive and in lieu of all other warranties of quality, performance, and results, whether written, oral, express, or implied, and all other warranties, including any warranty of results, merchantability, or fitness for a particular purpose are hereby disclaimed.

INDEMNITY AND INSURANCE - SABER will indemnify and hold Buyer harmless from and against claims of SABER's personnel for personal injury, death, or property damage to the extent caused directly and solely by the intentional or negligent acts of SABER personnel while on or about Buyer's premises but not to any such losses resulting from the implementation of any recommendations, conclusions, or advice rendered in connection with the services performed under this Agreement. Buyer agrees to indemnify, defend, and hold SABER harmless from and against any and all claims, lawsuits (including frivolous claims or lawsuits), losses, fines, penalties, costs and expenses (including legal costs, attorneys' fees, and expert witness fees), arising directly or indirectly out of or connected with the services and products provided, including but not limited to, maintenance, assembly, use, operation, dismantling, or possession of the products. This obligation to indemnify, defend, and hold harmless includes any cause or causes of an injury or death to a person or persons, and any harm or damage to property, whether real or personal. This indemnity obligation expressly includes indemnification for the negligence of SABER, whether it is active or passive, sole or concurrent, simple or gross, or comparative, and includes any deceptive trade practices, contractual liability, or strict liability of SABER (including strict liability for defects in the products). If Buyer does not agree to this provision Buyer must discuss or negotiate with SABER any modifications of this provision.

LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES - The total liability of SABER arising out of or in connection with the provision of services and products shall be limited to the price of the service provided or product or part supplied by SABER upon which such liability is based. SABER shall not, under any circumstances, be liable under contract, tort, negligence, strict liability, failure of remedy, or other theory for loss of profits or revenue, loss of use of any equipment or technology, damage to other tangible property of Buyer or third-parties, cost of capital, cost of substitute power or equipment or services, downtime costs, delays, or claims of Customers or third parties, or for any special, indirect, incidental or consequential damages. Correction by SABER of nonconformities, re-performing services, repair or replacement or refund of amounts paid, in the manner and for the period of time provided above, shall be Buyer's exclusive remedy and shall constitute fulfillment of all liabilities with respect to the services rendered or products supplied, whether in warranty, contract, negligence, tort, strict liability or otherwise, except to the extent prohibited by law.

FORCE MAJEURE AND LIQUIDATED DAMAGES - SABER shall not be liable for failure to perform, or for delay in performance, due to any cause beyond its reasonable control, or fire, flood, strike or other labor difficulty, act of God, act of governmental authority or of the Purchaser, riot, terrorism, embargo, fuel or energy shortage, wrecks or delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities from usual sources. SABER will not accept any penalty or liquidated damage clauses of any kind, or any liability arising from any clauses, unless specifically approved in writing by an authorized representative of SABER.

TITLE - RISK OF LOSS - The product sold shall remain the property of SABER and shall remain personal property until fully paid for in cash, and the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by SABER. Risk of loss of the product, or any part of same, shall pass to the Buyer upon delivery of such product or part at the designated delivery or F.O.B. destination.

CONTRACT VARIATIONS - Where Buyer's specifications are not sufficiently detailed, SABER reserves the right to supply the product or service in line with, in SABER's judgment, good commercial practice. Any order or contract may be terminated by the Buyer only by written notice and upon payment of reasonable and proper termination charges (Direct costs + 20% and 10% of final net price). Any orders held, delayed or rescheduled beyond a reasonable period of time will be treated as a Buyer termination. When products are ready for shipment and shipment cannot be made because of reasons beyond SABER's control, SABER shall submit an invoice for such product and shall, upon written notice to the Buyer, store and invoice for such products, with risk of loss of the product passing to the Buyer. SABER shall have the right to cancel at any time by written notice for any material breach of the contract by the Buyer.

RETURNING OF PRODUCT - Product may not be returned except with the written agreement of SABER and subject to terms specified by SABER. In general, engineered products cannot be returned.

PRE-EXISTING SITE CONDITIONS - It is understood and agreed that nothing herein shall be interpreted as placing any responsibility or liability on SABER for pre-existing site conditions, including but not limited to pollution, contamination, hazardous waste or toxic material; or for the generation, emission, or disposal of such substances not directly attributable to SABER's acts or omissions.

ARBITRATION - Any unresolved claim, dispute or controversy in excess of \$50,000.00 arising out of or relating to this Agreement, shall be submitted to binding arbitration with one arbitrator and discovery being allowed in accordance with the Texas Rules of Civil Procedure, in Houston, Texas, under the Commercial Arbitration Rules of the American Arbitration Association then in effect. Claims of \$50,000.00 or less shall be made in State court.

NON-SOLICITATION OF EMPLOYEES - Buyer agrees that neither it nor its affiliates will directly or indirectly hire as an employee, engage as an independent contractor, or solicit for employment or engagement, any employee or independent contractor of SABER who has been directly involved with the planning, negotiation, and/or delivery of goods or services under this agreement or attempt to do any of the foregoing, unless the other party give its prior written consent thereto. The parties agree that the damages that would be sustained in the event of a breach of this provision would be substantial but difficult to quantify; therefore, the parties agree that in the event of a breach of the provisions of this paragraph, BUYER shall pay to SABER, within five(5) business days following receipt of written request, as liquidating damages and not a penalty, the amount of two hundred and fifty thousand (\$250,000.00) USD.

ADDITIONAL TERMS - This Agreement is the entire contract between the parties and there are no understandings, representations, warranties, promises, oral or otherwise, pertaining to this Agreement, which are not expressly stated in writing and signed by the parties. Texas law shall apply, and Buyer agrees that the exclusive venue for any proceedings shall be State court in Harris County, Texas. If any portion of this Agreement is determined to be void, invalid, or unenforceable, the remaining portions of this Agreement shall constitute the Agreement and remain in full force and effect. Headings used in this Agreement are for convenience only.