

CITY OF HIGH POINT

AGENDA ITEM



Title: Ward Water Treatment Plant Upgrades – Control Systems Programmer

From: Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director **Meeting Date:** May 7, 2018

Trevor Spencer – Projects Engineer

Public Hearing: N/A

Advertising Date: January 2, 2018

Advertised By: Purchasing

Attachments: Attachment A – Revere Control Systems, Inc. Scope and Fees

PURPOSE:

The Public Services Department recommends that the City Council approve the selection of Revere Control Systems, Inc. as the control systems programmer for the Ward Water Treatment Plant Upgrade Project.

BACKGROUND:

In January 2018, a Request for Qualifications (RFQ) was advertised for a Control System Programmer for the Ward Water Treatment Plant Upgrade Project, which will provide electrical and HVAC upgrades to the facility. The selected control systems programmer will function as a pre-negotiated subcontractor to the prime contractor for the upcoming Ward WTP Upgrade project.

Proposals were received from three (3) qualified contractors. A selection committee comprised of staff from Public Services and Purchasing reviewed the proposals and recommended that Revere Control Systems, Inc. perform the required services for the project.

BUDGET IMPACT:

Funds for this project are available in the FY 2017-2018 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the RFQ selection of Revere Control Systems, Inc. in the amount of \$377,201.⁰⁰, and that the appropriate City official be authorized to execute all necessary documents to award the services.



PROPOSAL FOR

FRANK L. WARD WATER TREATMENT PLANT UPGRADE PROJECT CONTROL SYSTEM PROGRAMMER SCOPE AND FEES

CITY OF HIGH POINT, NORTH CAROLINA
ATTENTION: TERRY HOUK, PUBLIC SERVICES DIRECTOR
211 S. HAMILTON ST., HIGH POINT, NC, 27260
PHONE: 336-883-3222
TERRY.HOUK@HIGHPOINTNC.GOV

QUOTE NUMBER: 30084 (REV. 2)
QUOTE DATE: APRIL 9, 2018

Dear Terry,

Thank you for the opportunity to present our proposal for the referenced project. The PLC and HMI Software configuration services furnished under this section and under other related sections listed in the Scope paragraph below shall be designed, coordinated and supplied by Revere Controls, referred to herein as the Control System Programmer (CSP).

Revere Controls will furnish PLC and HMI programming as an integrated system and maintain system responsibility for the PLC and HMI Software functional operation as defined in the specifications. Revere Controls will work with the Owner, Engineer, Contractor and the Control System Supplier (CSS) to coordinate all control system related items, to check-out and perform all testing, training, and startup activities specified to be provided.

- Revere Controls is a CSIA Certified Systems Integrator. The Control System Integrators Association (CSIA) seeks to advance business practices of control system integration. Member companies that become CSIA Certified have demonstrated the highest level of professionalism and excellence, and customers selecting integrators that have earned CSIA certification can be confident that their work will be performed to these high levels and adhere to industry best practices

Drawings and Specifications by: Black & Veatch International Company

Section	Description
Division 0	(As applicable)
Division 1	(As applicable)
01310	Construction Progress Schedule
13500	Instrumentation and Control System
13530	Programmable Logic Controllers
13530A	Input - Output List
13550	Software Control Block Descriptions
DWGS	High Point P&IDs – I-1 through I-11 (Drwgs dated 2-13-18, were used as reference for this Proposal)

Addenda: Addendum – None issued at the time of this proposal
Proposal Rev. 1 – Deleted Field Testing for Hard Wired Input Output Verification

Control System Programmer Tasks

Field Investigation Services

One of the initial tasks for the project includes a field investigation of the Plant Control System. As part of this investigation, we will inspect the existing panels and network infrastructure to obtain details regarding I/O signals, communication links and protocols. We will also review the software applications and obtain backups for reference purposes. As part of the panel inspections, we will compare and verify I/O signals with panel drawings that are made available by the plant personnel. Further comparisons and verification of the I/O signals will be performed with the documented PLC programs obtained from the City.

1. HMI Application Development

A. HMI Programming

- HMI Graphics Initial Development Meeting (one day)
- HMI Graphics Final Review Meeting (one day)

B. OIT Programming

- Filter Kiosks and RACP-2 Filters OIT Graphics Development (one day)

C. Reporting System

At the time of this proposal, the Owner's Existing Wonderware Intouch HMI Software is currently designated to remain in service and planned to be modified with changes and new screens per the new PLC Programming as described below.

Revere will provide and configure a surrogate PCS I/O server and an operator workstation computer for factory testing of the HMI application. The surrogate computers will have the same version of the Owner's process control system application software used at the Ward WTP. The surrogate server and workstation computers will remain the property of Revere and will not be provided to the Owner.

2. Network Hardware Configuration

A. Networking Hardware Configuration

- Assist the Control System Supplier in configuring Ethernet/IP and Modbus TCP Communications
- Ethernet Switch Setup and IP Addressing Scheme Development

3. NACP-1 and NACP-2 PLC Program Development

A. PLC Program Development Review Meetings

- NACP-1 Control Narratives - Initial and 75% program development review meetings (two days)
- NACP-2 Control Narratives - Initial and 75% program development review meetings (two days)
- Final Control Narratives Review - 30 days prior to Factory Demonstration Testing

B. PLC Program Development

- PLC and RIO Hardware Configuration: NACP-1, NACP-2, RACP-2, RACP-3, RACP-4, RACP-5, RACP-6, RACP-7, RACP-9 and RACP-11
- PLC Program Development: NACP-1 and NACP-2

The new Redundant Master PLCs NACP-1 and NACP-2, associated Network Switches, Remote I/O hardware, and OITs, as designated below, are to be configured and programmed according to the Approved PLC Functional Control Narrative Submittal which will be provided by Revere Controls (CSP) in accordance with the Section 13550 Control Block Descriptions and coordination with the Owner.

4. Final Configuration and Coordination Conference

Revere Controls personnel will participate in a final configuration and control conference meeting (one day total) to be held at approximately 75% completion of programming at least one month prior to factory demonstration testing to resolve any outstanding programming and configuration issues.

5. Factory Demonstration Testing at Revere Controls Facility

NOTE: The Control System Supplier (CSS) is responsible for all costs related to transporting the PLC, RIO and OIT Panels and components to and from the Revere Controls facility in Charlotte, NC. A lift-gate truck is required for the delivery and pickup of control panels at this facility. Unloading and loading equipment at this facility is limited to a pallet jack.

A. NACP-1 - Control Room Redundant Master PLC - Filters 1-4, Transfer Pumps I/O

- RACP-2 - Filter Breezeway – Greenleaf Filters 5-8 – RIO-2
- RACP-4 - Chemical Feed Basement – RIO-4
- RACP-7 - Air Scour Blower Bldg. – RIO-7
- RACP-9 - Generator Bldg. – RIO-9

B. NACP-2 - New Electrical Room Redundant Master PLC – High Service Pumps I/O

- RACP-3 - Clarifiers / Super Pulsators – RIO-3
- RACP-5 - Polymer/Blower Bldg. – RIO-5
- RACP-6 - Carbon Tower – RIO-6
- RACP-11 - I-74 Tank and Pump Station Electrical Bldg. – RIO-11

C. Operator Interface Terminals

- NACP-1 OIT-1 - North Filter Gallery – OIT-1 Kiosk
- NACP-1 OIT-2 - South Filter Gallery – OIT-2 Kiosk
- RACP-OIT-2 - Filter Breezeway – Greenleaf Filters 5-8

D. HMI, PLC, OIT Communications and Control Logic Testing

- Testing will consist of verifying communications between HMI, PLCs, Remote I/O, OITs, other intelligent devices and confirming control algorithms.
- Unwitnessed Factory Demonstration Test
- Witnessed Factory Demonstration Test - (NTE) Total Hours included: 120 Hours
- Factory Demonstration Test – Hourly Rate for Testing: \$ 145.00 / HR

Factory & Field Test Plans

Revere will develop detailed test plans that will be used for the Un-Witnessed and Witnessed Factory Testing as well as Field Testing. The functional control strategies developed earlier in the project implementation with input from the Owner and Consulting Engineer will be the basis for these test plans. The Test Plan(s) will be provided as a formal submittal package for review and comment prior to performing the Factory and/or Field Testing.

6. Field Testing and Start-up**A. Field Testing and Start-up Includes NACP-1, NACP-2, RIO, HMI and OIT**

- ~~Input / Output Verification~~
- Device Level Network communication verification
- Ethernet Network communication verification
- Field I/O and Comm Test – Eng and Service Tech – (NTE) Hours included: 260 Hours
- Field I/O and Communications Test – Hourly Rate for Testing: \$ 145.00 / HR
- PLC / HMI Operational Readiness Test (ORT)
- Reporting system verification to include new values from the PLCs and HMIs are accurately reflected on modified or updated reports
- System Acceptance Test (SAT)

As the Control System Programmer (CSP), Revere will provide input to and coordinate with the General Contractor for all schedule activities including field testing. Interdependencies and pre-requisites of other construction tasks as they relate to the Plant Control System testing and startup will be identified in order for Revere to be efficient and successful in the field testing activities.

Revere will coordinate and maintain a Control System Action Item Log during the field testing and startup activities to document corrections and testing of resolutions as it relates to the scope of work assigned to the Control System Programmer (CSP).

Revere's site testing activities will begin upon request from the Contractor with written documentation confirming the successful checkout of I/O signals for the PLC and RIO Control Panels and the field instrumentation are configured and in ready for plant operations. In the event a site visit is made to perform testing or startup activities and the work cannot be performed as a result of equipment not being installed, checked out and ready for operation, Revere will notify the Contractor and Engineer. As a result of these conditions, non-productive time will be charged to the Contractor on an hourly rate of \$145.00 per hour.

7. Training

A. Training

- Onsite training
 - Operator Training – Three sessions – One Day (8-hours) each session.
 - Network Training - Two sessions – One Half Day (4-hours) each session.
- Training is performed by qualified Revere Control Systems personnel unless specified herein.
- Training Plan Submittal for the above training sessions including a course outline

8. Project Management and Coordination

A. Project Management

- Pre-Submittal Coordination meeting to include CSS and CSP
- Controls System Programming Management and Coordination
- (11) Monthly Construction Progress Meetings (2-Hours / Mtg)
- Construction Progress Meetings – (NTE) Hours included: 92 Hours
- Construction Progress Meetings – PM Hourly Rate: \$ 160.00 / HR

9. Submittal Documentation Packages

A. Submittal Documentation Packages

- Complete I/O List
- Network Hardware Addressing and setup assistance
- PLC Functional Control Narratives
- HMI Graphics Displays
- Factory and Field Test Plans
- System Cutover and Startup Plan
- Operations Training Plan
- Operations Manuals (Preliminary & Final)

10. Clarifications

ITEMS SUPPLIED BY OTHERS

MASTER PLC AND REMOTE I/O PANELS -PROVIDED BY THE SYSTEM SUPPLIER			
Qty	Panel Tag Name	Location / Description	New / Retrofit
1	NACP-1	Control Room Redundant Master PLC - Filters 1-4, Transfer Pumps I/O	New Panel
1	NACP-1 OIT-1	North Filter Gallery – OIT-1 Kiosk	New Panel
1	NACP-1 OIT-2	South Filter Gallery – OIT-2 Kiosk	New Panel
1	RACP-2	Filter Breezeway – Greenleaf Filters 5-8 – RIO-2 and RACP-OIT-2	New Panel
1	RACP-4	Chemical Feed Basement – RIO-4	New Panel
1	RACP-7	Air Scour Blower Bldg. – RIO-7	Retrofit Existing

MASTER PLC AND REMOTE I/O PANELS -PROVIDED BY THE SYSTEM SUPPLIER			
1	RACP-9	Generator Bldg. – RIO-9	Retrofit Existing
1	NACP-2	New Electrical Room Redundant Master PLC – High Service Pumps I/O	New Panel
1	RACP-3	Clarifiers / Super Pulsators – RIO-3	New Panel
1	RACP-5	Polymer/Blower Bldg. – RIO-5	New Panel
1	RACP-6	Carbon Tower – RIO-6	Retrofit Existing
1	RACP-11	I-74 Tank and Pump Station Electrical Bldg. – RIO-11	Retrofit Existing

CLARIFICATIONS:

- 1.) The Contractor is to refer to the Specification Section 01310 Construction Progress Schedule and Section 13530A Input/Output List, NOTES: No. 1 – No. 15 regarding the Contractors and Control System Suppliers scope for modifications, demolition, retrofitting, rewiring and or replacing the existing the NACP and/or RACP panels by others.
- 2.) The Control System Supplier (CSS) is to provide the new NACP PLCs, RACP Remote I/O Racks, Modules, Power Supplies, UPS, Network Switches, Fiber Optic Patch Panels, all other appurtenances, installation and wiring as required for a complete PLC Monitoring and Control System as shown on the drawings and described in the specifications.
- 3.) Field Instrumentation and Control Equipment are NOT included in this proposal.
- 4.) Control System Computers and Software are NOT included in this proposal.
- 5.) Network Systems and Metallic or Fiber Optic Communications / Connections are NOT included in this proposal.
- 6.) Configuration of Network Systems hardware components are NOT included in this proposal.
- 7.) The Contractor and Control System Supplier are responsible for the physical operation, checkout and testing of their control panels, field instrumentation and process equipment.
- 8.) Revere's site testing activities will begin upon request from the Contractor with written documentation confirming the successful checkout of I/O signals for the PLC and RIO Control Panels and the field instrumentation are configured and in ready for plant operations. In the event a site visit is made to perform testing or startup activities and the work cannot be performed as a result of equipment not being installed, checked out and ready for operation, Revere will notify the Contractor and Engineer. As a result of these conditions, non-productive time will be charged to the Contractor on an hourly rate of \$145.00 per hour.
- 9.) We do not include installation, labor or supervision, wiring, cable, conduit, or mounting hardware in this proposal.
- 10.) Supply of any goods or services required to resolve any incorrectly designed, supplied or installed equipment or documentation provided by others as part of the contract is not included.

- 11.) Revere will accept a Purchase Order or Subcontract Agreement from the Contractor for the outlined scope of work in this proposal and based on the attached Terms and Conditions.
- 12.) Payment terms are Net 30 days after receipt of each monthly progress invoice. Payment to Revere is not dependent on Contractor's payment from the Owner or any other parties. Revere will submit a monthly pay application or invoice based on percent complete of the services outlined in this proposal. In the event extra services are required as referenced in Item 8 above, a separate invoice will be issued during the month the services were provided.
- 13.) Revere will accept retainage held from progress payments based on North Carolina's retainage statute which is limited to 5% through 50% completion of the project and then 0% for the remaining 50% of the contract amount. The Contractor must pay within seven (7) days of receipt of payment for retainage. Retainage must be released within sixty (60) days of completion.

11. Project Pricing and Timelines

Total Price	\$ 353,350.00	Total Base Price
Applicable sales taxes @ 6.75% to be added to the base price.....	\$ 23,851.00	Total Taxes
	\$ 377,201.00	Total Price

Pricing:	Quotation is valid for ninety (90) days.
Invoicing:	Pay applications will be submitted monthly for services performed based on a detailed schedule of values submitted to the General Contractor.
Timeline:	The tasks and deliverables included in this proposal will be coordinated with the Contractor in order to develop a mutually agreed upon schedule.
Sales Tax:	Revere must collect taxes for shipments made to or services provided on projects located in the following states unless a tax exemption certificate is provided prior to shipping: AL, AR, CO, FL, GA, KY, LA, MS, NC, NV, OH, OK, PA, SC, TN, and TX.

12. Payment Terms

Unless stated otherwise, payment terms are net cash thirty (30) days after shipment. A late charge of one and a half percent (1½%) per month shall be added to all amounts not received within thirty (30) days after invoice. Buyer agrees to pay all costs and expenses of Seller, including collection fees, attorneys' fees and expenses and court costs for securing payments due and/or resolving disputes under this contract.

Project will be invoiced according to a schedule of values agreed to by both Seller and Buyer.

13. Warranty

Warranty shall run for a period of twelve (12) months after acceptance.

List of Attachments/Exhibits

The following attachments and/or exhibits are considered an integral part of this proposal:

- Revere Terms and Conditions

Thank you for your consideration of Revere Control Systems. We look forward to working with you on this project.

Please forward any order resulting from this proposal to the following address:

**Revere Control Systems
ATTN: Municipal Systems Contract Administrator
Quote No. 30084
2240 Rocky Ridge Road
Birmingham, AL 35216**

Sincerely,

Frank Gonzalez

Frank Gonzalez
Business Development Manager
Revere Control Systems, Inc.
Phone: 678-722-1299
fgonzalez@reverecontrol.com

These are the terms and conditions for all work performed by Revere Control Systems ("RCS") for ("Buyer") that is related to: (the "Project"). Dated .

ENTIRE AGREEMENT The entire agreement between RCS and Buyer consists of: (a) these Terms and Conditions, (b) RCS's proposal (to which these terms and conditions are attached) (the "Proposal"), (c) the written requirements of Buyer (if any) that are attached as Exhibit A and, (d) if applicable, Buyer's later purchase orders to the extent they do not contain any additional, inconsistent or contrary terms or conditions (all of which are expressly rejected by RCS) to those set forth in the foregoing documents (collectively the "Contract"). The Contract may only be modified by a written Change Order executed by both Buyer and RCS. To the extent these Terms and Conditions are inconsistent with the Proposal or Buyer's written requirements (if any) attached as Exhibit A or any of Buyer's purchase orders, these Terms and Conditions shall take priority. To the extent the Proposal is inconsistent with the Buyer's written requirements (if any) attached as Exhibit A or any of Buyer's purchase orders, the Proposal shall take priority.

INTELLECTUAL PROPERTY RCS shall retain sole ownership of all of its intellectual property used or produced in connection with the Project, including but not limited to all drawings, specifications, software, written materials, manuals, marks, business methods, and all other property that is capable of protection by a patent, copyright or trademark (whether or not such protection has actually been sought). Buyer shall not use such intellectual property except for the purpose of confirming the quality of design and/or manufacturing of the products and services set forth in the Proposal. Buyer shall not photocopy, duplicate or in any way copy such intellectual property except for the Buyer's internal purposes only (but not for rendering services or selling products to third persons). Buyer shall not sell, license, assign or transfer the intellectual property protected by this paragraph to anyone. Buyer shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by RCS) used for the Project, and shall indemnify and hold harmless RCS against all claims by licensors of such software. RCS makes no warranty regarding the effect of such third-party software on the performance of the software to be developed by RCS for the Project and RCS shall be released from any warranties given to Buyer to the extent that such software causes or contributes to problems. Following acceptance and final payment to RCS, RCS will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only in the form of the license agreement attached as Exhibit B.

TAXES Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless RCS is furnished with a proper exemption certificate relieving RCS of paying or collecting the tax, excise, duty or levy in question.

LIABILITY The total liability of RCS to Buyer for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum. Under no circumstances will RCS be liable for any loss, indemnity damage or delay arising out of its failure to perform due to causes beyond its reasonable control, including, without limitation, acts of God, interference by others, delays in receiving approvals or necessary information from Buyer, a higher-tier party and/or the ultimate owner, fires, strikes, floods, war, terrorism, riots, delays in transportation and adverse weather. Under no circumstances will RCS be liable for any special, incidental or consequential damages based on breach of warranty, breach of contract, negligence, gross negligence, strict liability, products liability or any other legal theory.

TERMINATION RCS may terminate this Contract for any of the reasons that Buyer may terminate its contract, if any, with any higher-tier buyer or the ultimate owner. Buyer may terminate RCS only for persistently or repeatedly failing or neglecting to carry out the Work in accordance with the Contract (and only after failing to take steps to correct such failure following ten (10) days written notice by Buyer). If terminated without cause, RCS shall be entitled to receive payment for the Work executed, and costs incurred by reason of such termination (including any restocking charges), along with reasonable overhead and profit on Work not yet executed.

SEVERABILITY The provisions of this contract are severable. If any part or parts of this contract are held by a court of competent jurisdiction to be invalid or unconstitutional, the remainder of the contract shall remain in full force and effect.

NO ASSIGNMENT Buyer may not assign its rights under this contract without the prior express written consent of RCS.

TITLE It is expressly understood that title to the products manufactured by RCS shall not pass to Buyer, but shall remain vested in and continue to be the property of RCS or its successors or assigns, until the purchase price, any applicable late charges and any other sums due hereunder have been fully paid.

WARRANTY AND LIMITATIONS RCS warrants to the purchaser that buys for use, and not for resale (the "Ultimate Purchaser") that all products furnished and which are manufactured by RCS will conform to specifications, drawings, samples and other written descriptions that are a part of this Contract, and will be free from defects in materials and workmanship. These warranties shall remain in effect for a period of twelve (12) months after acceptance of RCS's work under the Contract by either Buyer or Ultimate Purchaser (or their legal representatives) or twelve (12) months after the system is placed in productive use, or eighteen (18) months after shipment, whichever occurs first. Parts replaced or repaired during the warranty period shall carry the unexpired portion of the original warranty.

The liability of RCS hereunder is limited to replacing or repairing at RCS's factory or on the job site, at RCS's option, any part or parts which have been returned to RCS and which are defective or do not conform to such specifications, drawings or other written descriptions that are a part of the Contract; provided that such part or parts are returned within ninety (90) days after such defect is discovered. RCS shall have the sole right to determine if the parts are to be repaired at the job site or whether they are to be returned to the factory for repair or replacement. RCS shall not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication or misuse of the item, or for damage due to accident, abuse, or Act of God. RCS shall not be liable for any labor, subcontracted or performed, by Buyer for preparation of any warranted item for return to RCS's factory or for preparation work for field repair or replacement. Non-compliance with the terms of payment by the Buyer shall result in a failure of consideration under this contract and shall relieve RCS of any duties or obligations with respect to any warranties stated herein.

EXCEPT AS SET FORTH IN THIS PROPOSAL WITH REGARD TO BOTH HARDWARE AND SOFTWARE, RCS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER EXPRESS OR IMPLIED WARRANTIES. RCS IS NOT LIABLE FOR AND PURCHASER WAIVES ANY RIGHT OF ACTION IT HAS OR MAY HAVE AGAINST RCS FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OR WARRANTY AND FOR ANY DAMAGES PURCHASER MAY CLAIM FOR DAMAGE TO ANY PROPERTY OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF ITS PURCHASE OR THE USE, OPERATION OR MAINTENANCE OF THE PRODUCT.

OTHER Start-up service, operator orientation or installation is not included unless specifically offered in the Proposal. Buyer agrees to pay, as additional costs, for service calls on equipment not ready for start-up. Other field service is available at RCS's current prevailing rates. Stenographic, clerical or typographical errors are subject to correction.

CHOICE OF LAW This contract shall be construed under and governed by the laws of the State of Alabama, USA.

COVENANT NOT TO SOLICIT EMPLOYEES Commencing immediately, and continuing until a date one (1) year after the date of final completion of all obligations under this Contract, Buyer agrees not to directly or indirectly employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by or under contract to RCS.

LOSS OR DAMAGE The responsibility for loss or damage of the equipment specified in the Contract shall be Buyer's from the time of shipment. Buyer is responsible for protecting the equipment against loss or damage of any kind. RCS shall pay for and maintain until final acceptance of RCS's work under this Contract policies of insurance issued by carriers acceptable to the Buyer which afford coverage for worker's compensation (including employer's liability) and general liability.

FAILURE TO MAKE PAYMENT If, after seven (7) days notice by RCS, the Buyer does not make payment for the Work in conformity with this Contract (or, with or without such notice if the Buyer has repeatedly failed to make payment in conformity with this Contract), RCS may suspend its work under this Contract until it receives all payments then due, and the Contract Sum shall be increased by RCS's reasonable demobilization and remobilization costs and reasonable finance charges. In the event collection of any amounts due to RCS is referred to an attorney, Buyer shall bear all costs of collection, including, but not limited to RCS's reasonable attorney fees. RCS may require prepayment of any or all amounts due if the financial condition of Buyer, a higher-tier buyer or the Ultimate Purchaser reasonably justifies it.

ASBESTOS ABATEMENT RCS is not responsible for asbestos abatement associated with any construction demolition. It will be the Buyer's responsibility to secure such services.

ARBITRATION All claims arising out of this Contract shall be subject to arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be a person with experience in software development and electrical issues. The governing law and place of the arbitration will be in the State of Alabama, USA.