

## **Section 10.0 Exceptions and Clarifications**

For clarification of the project the following exceptions and assumptions are stated:

### **10.1 The Scope of Supply of this document does not include the following outlined items:**

- Interconnect, integration, and compatibility with EDC's existing SCADA system
- Real estate property on which the Simple Cycle is to be sited.
- Local, state, and/or government taxes associated with the Owner's corporations.
- Local, state, and/or government taxes associated with the Contractor furnished equipment.
- Any existing site environmental cleanup or modifications to site. **Contractor is not responsible for the removal and disposal of any existing hazardous waste on or near the site. This would include but not be limited to PCB's (Polychlorinated biphenyls), Asbestos, or any other hazardous waste either above ground or buried under ground.**
- Environmental permits. (Note: Contractor will assist in obtaining all permits where applicable.)
- Local county or state construction permit. (Contractor will assist in obtaining.)
- Fuel gas or Liquid Fuel for blow down, flushing, commissioning, start-up, and operation.
- Supply of Owner furnished items as outlined in Section 3.0 of this Proposal.
- Operating spares. (Contractor will submit a list of recommended spare parts.)
- Operational spares for equipment furnished by Contractor, but commissioning and start-up are included.
- Waste Water System individual sumps but all drain to underground Oily Water Separator which pumps to Waste Oil Tank and Waste Water Tank.
- Insulation or Heat Tracing on Gas Turbine Generator or associated auxiliary skids

- Refurbishment of existing 5 ea liquid fuel pumps
- Interconnection of the 2 existing liquid fuel pumps
- Fiber optic cable detection system for unauthorized personnel located adjacent to perimeter fencing
- Contractor is not furnishing custody transfer fuel gas metering system. (This will be furnished and installed by the fuel gas supplier)

**10.2 This proposal is also based on the following assumptions:**

- Owner to supply to Contractor or receive the items outlined in Section 3.0
- Owner will provide complete site for use as described in the TSD and associated drawings.
- Contractor will obtain local county or state construction permit. (Owner will assist in obtaining.)
- Contractor to furnish and install “first fill” lubricants and chemicals for the plant.
- Owner will provide site survey.
- All rights-of-way for roadways, entrances, pipeline(s), and transmission line to the Power Project will be provided by Owner.
- Performance guarantees, administration of warranty conditions will be discussed and agreed upon and inserted into the appropriate sections of this document at contract signing.
- Software licenses will be transferred to the Owner at the completion of the project. This will include the license documentation passwords and keys. It will be the responsibility of the owner to maintain these licensing articles for the time when the software needs to be reinstalled.

The DCS Remote PLC shall allow for system expansion through the addition of controllers, operator stations in the control panels, process I/O systems and /or process controllers while the equipment associated with the controller/computer are in manual mode. Modifications can be performed while the Power Plant is operational and the equipment in question is in manual mode. Proper safety precautions must be adhered to. “Tag out” procedures may be required.