

To: <u>City of Leesburg</u>	Quotation Date: <u>8/14/06</u>
cc David Sanders	Bid Date / Time: _____
Attn: <u>Al Purvis</u>	Estimated by: <u>WFA</u>
Phone: _____	Phone Number: _____
Fax: _____	Salesperson: <u>BJT</u>
E-Mail: _____	Customer Reference: <u>Plantation WTP Upgrades</u>

Project: <u>Leesburg, FL</u>	Quotation Number: <u>060802WFA1BSARR</u>
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Siemens Water Technologies is pleased to provide a quotation in accordance with the requirements described in description received by email on 7/19/06 and clarifications received by email on 8/2/06. Proposal revised on 8/14/06 to reflect including all four VFDs in the base quote.

Our itemized scope of supply is listed below. Siemens Water Technologies will not provide any items that are not specifically listed.

Item	Qty.	Description
A.	1	Bulletin LC3000/F100/D800 Control Panel in a free standing NEMA 12 enclosures (de-rated to NEMA 1) for operation on 480 volt, 3 phase, 3 wire service and 120 volt service. The equipment will control the operation of three remote mounted motors starters, controlling three well pumps, in a pump-up mode, in accordance with the level in the ground storage tank as monitored by a customer supplied submersible level transducer and backup float switches and will transmit a flow signal from each of three existing well pump flow meters. The equipment will also control the operation and speed of four high service pumps, in a pump-up mode to maintain system pressure in accordance with the pressure monitored by an existing pressure transducer and existing backup pressure switches. The equipment will also communicate with the programmable controller/HMI package at the Main Water Treatment Plant over an Ethernet 900 Mhz radio link. A second FM radio transducer will be furnished to communicate with the Leesburg (Plantation) Lift Station sites in the future. To Include:
	1	480 volt 3 phase ___wire/120 volt single phase
	1	Cooling fan with filtered intake and exhaust grilles & high temperature thermostat
	1	Control breaker & 120V surge suppressor w/Base
	1	Three phase lightning arrestor & surge capacitor
	2	Power distribution terminal blocks
	2	Variable Frequency Drive w/breaker for a 50 HP high service pump
	2	Variable Frequency Drive w/breaker for a 100 HP high service pump
	7	H-O-A switch (4 high service pumps & 3 well pumps) w/extra contact block in "auto" position
	4	Reset button (high service pump drive/overload reset)
	7	Running light (full voltage/led/p-t-t) (4 high service and 3 well pumps)
	7	Signal isolator for analog input signals (4-speed signals, ground storage tank level, system pressure & flow rate)
	1	LC3000 Logic Controller
	1	OI3000 Operator Interface

Item	Qty.	Description
	1	Panel I/O 6 Discrete Outputs Relay Contacts (Form C)
	1	Panel I/O 4 Analog Outputs 4-20 mA (speed signals to VFDs)
	1	Panel I/O 16 DI, 8 DO, 8 AI Combo Module
	1	Power supply
	1	Gel battery & charger (back power for radio & LC) (UPS)
	#	Relay logic
	1	Radio, iNet Access Point Master 10Base Ethernet ready radio transceiver
	2	Radio Accessory kit (LA, pigtail, keying harness)
	1	Heliac cable & connectors (100 ft)
	#	Cable, Coaxial, LMR400 (for Integra)
	1	Radio, INTEGRA, 150-174MHz, 6.25KHz Band, 1-5W, 10-15VDC, Dataradio (communicate with future lift station RTUs)
	1	Power supply
	#	Contacts wired to terminals for connection to remote well pump motor starter pilot circuits
	#	Terminals to connected to remote well pump motor starters running contacts
		Separately Mounted Equipment
	4	Bulletin B100, Model 9GEF Float Switch w/60 ft of cable
	1	Bulletin B100 Float Cable/Weight Suspension Kit w/40 ft of cable
	1	Antenna, YAGI, 900 MHz (communicate with existing WTP)
	1	Antenna, VHF OMNI, 150-174MHz (communicate with future lift stations)
B.	1	Engineering, Software, Programming & HMI Programming of existing WTP equipment and Ethernet ready radio for installation in the existing enclosure. An Omni 900 Mhz antenna, 100 ft of heliac cable & connectors will be furnished for field installation

Total sell price for Items A through B is \$107,651 net; excluding all taxes and commissions.

Notes:

- 1) We have not included an antenna towers or any mounting hardware for the antennae.
- 2) We have included a NEMA 12 enclosure de-rated to NEMA 1. The enclosure will include filtered intake & exhaust louvers and a cooling fan to dissipate the heat generated by the VFDs.
- 3) We have not included the output cards to install on the existing Water Specialty flow meters (we assume there is a flow meter for each of the three well pumps).
- 4) We have included a 7 AH gel battery and charger circuit to serve as a UPS for the LC3000 and radio transceivers. We have not included a UPS as supplied on the previous Royal Highland WTP.
- 5) We have not made provisions to coordinate with any chemical feed equipment.
- 6) The equipment will be designed for operation on 480 volt, 3 phase, 3 wire service (power for the high service pumps) and a separate source of 120 volt for the automatic control. Two power distribution terminal blocks (PDB) will be furnished to accept 480 volt power from the customer supplied power distribution panel. Each PDB will accept one 500 MCM conductor per phase and will distribute power to one 50 HP and one 100 HP VFD.
- 7) We have included a radio transceiver and antenna for communicating with the "Plantation" lift station panels in the future. We have not included any programming for the lift station communications and we have not included any radio license assistance (cannot apply for license until lift station sites are selected).
- 8) We have included an Ethernet radio transceiver to communicate with the new Ethernet radio transceiver at the existing Main Water Treatment Plant. The new radio will need to be field installed in the existing panel.
- 9) We have not made provisions for any new turbidity residual reports.

- 10) We have not included any field service or startup service.
- 11) The original proposal included a Hoffman two-door enclosure for floor mounting (on a 12" high floor stand). This "A" revision includes a Hoffman free standing two-door enclosure. Either of the Options includes a second free standing enclosure.

Exclusions:

Unless specifically referenced above, Siemens Water Technologies:

- All taxes, fees, permits, lien waivers, bonds and licenses.
- Startup, modifications and training trips and services.
- Onsite installation supervision.
- Pricing for items having a quantity of more than 1 cannot be assumed to be equally divisible into the total item price. If a quantity less than quoted is required please consult Siemens Water Technologies for pricing verification or a new quotation.
- Receipt, storage, setting in place, installing or terminating any equipment or instrument.
- The supply of any mechanical appurtenances for panels or instruments. This includes, but is not limited to power company transformers/metering, pumps, motors, pull boxes, junction boxes, piping, tubing, valves, lighting panels, transformers, anchors, support stands, ground cables or rods, stilling wells, etc.
- The supply of interconnecting materials external to enclosures, i.e. wiring, cable, conduit, pressure taps, tubing, telemetry or phone lines, or special cables.
- The supply of or installation of separate mounting brackets, bases, stands, pushbutton stations, power fuses, pilot control switches, disconnects, manual starters or disconnect panels unless specifically listed in our scope of supply.
- Any demolition, removal, transfer or disposal.
- Concrete work of any type.
- Installation and final termination of all wires or cables.
- Communication cable / telephone line coordination or connection.
- Jobsite progress or preconstruction meeting attendance.
- Any specialty electrical testing, including but not limited to insulation, resistance, grounding.
- Any specialty tools used for construction, testing or startup of equipment.
- Poles or masts for radio antennas.
- Installation of antennas, poles or antenna cable.
- FCC licensing is not provided in this proposal.

Proposed Delivery Schedule:

Drawings 4 to 6 weeks after receipt of order, delivery 8 to 12 weeks after approval.

Siemens Water Technologies' commitment to deliver in accordance within the contract schedule is contingent upon a prompt receipt of order, prompt negotiations of terms and conditions and a prompt submittal review/approval process. Our timeline for delivery schedules will begin once terms and conditions are negotiated and agreed upon by buyer and seller.

Delivery and Storage:

Freight allowed to job site, net f.o.b. Shipping Point. Off-loading and storage at site is the responsibility of others.

Terms:

Quotation is valid for 90 days. Based on Siemens Water Technologies General Terms and Conditions of sale, copy attached. An invoice for the total purchase price will be issued upon shipment.

Invoice payment terms net 30 days (based upon credit approval).

Thank you for this opportunity to be of service to you. If you have any questions, please don't hesitate to call.

Sincerely,



Quotation

Siemens Water Technologies

1239 WILLOW LAKE BLVD

VADNAIS HEIGHTS, MN 55110

Phone: 651.766.2700

Fax: 651.766.2701

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Wayne Anderson
Application Engineer

SIEMENS WATER TECHNOLOGIES INC. GENERAL TERMS AND CONDITIONS

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
 3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
 4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
 9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
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