

To: <u>City of Leesburg</u>	Quotation Date: <u>3/8/07</u>
Attn: <u>Al Purvis</u>	Bid Date / Time: _____
Phone: _____	Estimated by: <u>WFA</u>
Fax: _____	Phone Number: _____
E-Mail: _____	Salesperson: <u>RRD</u>
	Customer Reference: <u>Plantation WTP Additions</u>

Project: <u>Leesburg, FL (Plantation WTP)</u>	Quotation Number: <u>505023 CO1</u>
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Revision History:

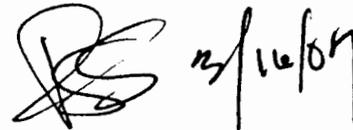
0 – Initial Issue

Siemens Water Technologies is pleased to provide a quotation in accordance with email request from Ron Robinette received on 3/6/07.

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

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	1	Lot of Parts to allow for control of two additional VFD controlled high service pumps. Also provisions to accept analog inputs from a GST level transmitter, a finish flow meter and inputs from additional float switches sensing GST abnormal levels. To Include: 2 Light 4 Relay w/quench-arc 2 H-O-A switch w/extra blocks 1 Side panel (allow for mounting additional components) # I/O cards for additional analog & digital inputs & outputs 2 Timer logic 2 Additional labor (programming, engineering, production, test and drafting)

Total sell price for Items A is \$7,000 net; excluding all taxes.



Exclusions:

Unless specifically referenced above, Siemens Water Technologies excludes:

- All taxes, fees, permits, lien waivers, bonds and licenses.
- Startup, modifications and training trips and services.
- Onsite installation supervision.
- ISA loop drawings or P&IDs.
- 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.

Proposed Delivery Schedule:

Drawings to weeks after acceptance of order, delivery to 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,

Wayne Anderson
Application Engineer

SIEMENS WATER TECHNOLOGIES CORP.
CONTROL SYSTEMS PRODUCTS & SERVICES
EXHIBIT "A" STANDARD TERMS OF THE SALE OF EQUIPMENT

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. The risk of loss shall pass to the Buyer upon delivery of the equipment to the carrier.
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. Provided however, all transportation charges for the return of and the cost of labor for removal of the defective Equipment or, the re-installation of the repaired or replacement Equipment shall be paid by the Buyer. Replaced Equipment shall become the property of the Seller. In the case of a material defect in paid services, provided under contract, Seller's sole obligation shall be to re-perform the services to meet the requirements. 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 within specifications and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs, alterations or, additions and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action, corrosion, dust or dirt, wear and tear under normal operating conditions, burnout, exposure to environmental, operational, electrical, surges or, lightning conditions exceeding specifications, accident or catastrophe, misuse, abuse, improper handling or storage 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 in writing 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.