

PURCHASE REQUISITION NBR: 0000040783

REQUISITION BY: CHAD CONKLIN/TD

STATUS: ACCOUNT # LEVEL

REASON: MONITR/CONTROL LS/ROYAL HIGH REMOTELY USING SCADA

DATE: 3/16/09

SHIP TO LOCATION: WASTEWATER

SUGGESTED VENDOR: 3005409 SIEMENS WATER TECHNOLOGIES

DELIVER BY DATE: 6/16/09

1 6 FULL RTU PANELS, 2 REBUILD KITS, 1 MASTER RADIO 49170.00 DL 1.0000 49170.00

WORK ORDER INFORMATION:

WORK ORDER ID: WF0535072

WORK ORDER JOB NBR: 001

REQUISITION TOTAL: 49170.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	04440995356410	440002	100.00	49170.00
	Machinery & Equipment	Collecting Sewers		
	Machinery & Equipment			49170.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CAPITAL PROJECT: LIFT STATION CONTROL PANELS. TO BE ABLE TO MONITOR AND CONTROL LIFT STATIONS IN ROYAL HIGHLANDS REMOTELY FROM CURRENT SCADA SYSTEM. 6 FULL RTU PANELS FOR ROYAL HIGHLANDS LIFT STATION, 2 REBUILD KITS FOR EXISTING PANELS AND 1 MASTER RADIO FOR ROYAL HIGHLANDS WATER PLANT. THE CHOSEN VENDOR, SIEMENS, IS THE SOLE SOURCE, WE HAVE A CONTINUING CONTRACT WITH THEM. THE FUNDS AVE AVAILABLE IN 044-4099-535-6410. PROJECT 440002, WF 535072, JOB 1. RAY SHARP HAS APPROVED, DATED 3/11/09. JAY EVANS HAS APPROVED, DATED 3/12/09. THIS IS NOW READY FOR COMMISSION.

CITY OF LEESBURG – ENVIRONMENTAL SERVICES DEPARTMENT

PURCHASE ORDER REQUEST FORM

FORM TO BE COMPLETED AND DELIVERED (WITH ATTACHMENTS) TO YOUR SUPERVISOR/MANAGER AND DEPARTMENT DIRECTOR FOR APPROVALS.

Requested By: Chad Conklin Date: 3/12/09

Item(s) Requested: 6 Full RTU panels for Royal Highlads Lift Station, 2 Rebuild kits for existing panels and 1 master radio for Royal Highlands water plant.

Purpose: (Be specific. Why are we purchasing this item? Is this a new item or replacement?)
To be able to monitor and control Lift Stations in Royal Highlands remotley from current SCADA system.

Estimated Completion Date: 7/30/09

Capital Project: Yes No Title of Project: Lift Station Control Panels

Does a Work Order # need to be entered: Yes No

Item(s) to be charged to the following:

Account #	Project #	Work Order #	Job #
<u>044-4099-535-6410</u>	<u>440002</u>	<u>535072</u>	<u>1</u>

List quotes received for this purchase and **attach original quotes**. If no quotes obtained, state the reason (i.e. sole source, single source, RFP, etc.) and attach original single or sole source letter.

	Vendor	Phone	Contact	Quote
<input checked="" type="checkbox"/>	<u>Siemens Water Technologies Corp.</u>	<u>651-766-2700</u>	<u>Brett McQuade</u>	<u>49,170.00</u>
<input type="checkbox"/>				
<input type="checkbox"/>				

Please check chosen vendor. If chosen vendor is not the lowest price, please explain.

Single Source Yes No Sole Source Yes No RFP# _____

Approved By: [Signature] Date: 3/4/09

Approved By: [Signature] Date: 03/12/09

Returned for further information: _____

Handwritten initials/signature: B.O. J.C.S.

To: <u>City of Leesburg</u>	Quotation Date: <u>03/09/09</u>
Attn: <u>Chad Conklin</u>	Bid Date / Time: _____
Phone: _____	Estimated by: <u>Jan Buechner</u>
Fax: _____	Phone Number: <u>651.766.2700 ext. 3100</u>
E-Mail: _____	Salesperson: <u>Brett McQuade</u>
	Customer Reference: _____

Project: <u>Leesburg, FL</u>	Quotation Number: <u>090108JWBSARR - RevI</u>
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Revision History:

- 0 – Initial Issue
- 1 – Revision to add option for D620i panels
- 2 – Change quantities
- 3 – Change Radio
- 4 – Change total quantities, Add Item C: Spare parts
- 5 – Take out Cable, Coaxial, LMR 50ft and deduct price
- 6 – Take out Spare Parts and add Royal Highland set up
- 7 – Add Spare Parts from RevF, Take out Royal Highland Programming
- 8 – Remove Startup (needs to be done over Maintenance contract)

Siemens Water Technologies is pleased to provide a quotation in accordance with your request on Jan. 6th, 2009.

- **RFQ received on Jan. 6th, 2009 by Brett McQuade.**

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.		Add six (6) LC150 controlled RTU in stainless steel wall mounted enclosure with level transducer. Each Panel will operate on 120 Volt, 2 wire, 60 Hz incoming power.
		<i>To include for each RTU:</i>
	1	Antenna, VHF YAGI, 150-174MHZ, 9.2 dB Gain, NEED FREQ. TO ORDER
	1	Arrestor N-Female
	1	A1000i sensor 15PSI, 4-20ma
	1	A1000 housing/cable sub assy 40 ft.
	1	Power supply 12 VDC (10-16v 4.5 amp)
	3	Relay 1pdt 10 amp
	1	Intralink LC150 Pump Controller, Base Unit
	1	Intralink LC150 Operator Interface
	1	7.0 AH gelled electrolyte battery
	1	Battery Voltage UPS w/power fail
	1	120V Surge Suppressor w/Base
	1	50W heater w/100F t-stat, PSAS & mtg plate
	1	Radio, INTEGRA-TR, 150-174Mhz, 1-5W, 10-15VDC, Splinter-Band

Item	Qty.	Description
	1	10 AMP, 1-pole, 240VAC, breaker 5KAIC
	1	license coordination for each additional site
	2	Connector, Male N for LMR400
	15	terminal block
	1	157GSC lower unit cable suspension pipe
	1	CBM CBL/Clamp assy kit, 316SS, 31ft
	1	BRTHR bag assy kit (D15X & A1000)
	1	NEMA 4X 304SS 24x20x8 with inner door
	1	Magnetic Switch
	1	Corrosion preventer
B.		Set up and upgrade the Royal Highland Master PLC including one (1) day on site for installation.
		<i>Hardware To include:</i>
	1	Radio, INTEGRA-TR, 150-174Mhz, 1-5W, 10-15VDC, Splinter-Band
	1	Arrestor N-Female
	1	Power supply 12 VDC (10-16v 4.5 amp)
C.		Spare Parts:
	2	LC150-02 Controller
	2	LC150 Operator Interface
	2	Radio, INTEGRA-TR, 150-174Mhz, 1-5W, 10-15VDC, Splinter-Band
	2	A1000i sensor 15PSI, 4-20ma (incl. A1000 housing/cable sub assy 60 ft.; CBM CBL/Clamp assy kit, 316SS, 31ft; BRTHR bag assy kit (D15X & A1000)

Total sell price for Items A, B and C is **\$49,170.00 net**; excluding all taxes.

Clarifications:

- It shall be the Purchaser's responsibility at the time start-up service is requested that jobsite conditions be ready for start-up service. All necessary utilities, such as air, water electrical, and low voltage terminations shall be connected and functional. In addition Connected and functional. In addition, all process items directly related to the instrumentation system, such as pumps, motors, feeders, process equipment, etc shall be installed and ready for startup. Field Start-up and Training Services for this project are based on (will advice) number of trips to the site. Any additional trips required to complete startup, resulting from non-Siemens Water Technologies equipment being non-functional or any additional time spent as a result of the Purchaser's failure to comply with the above, shall be charged to the Purchaser at the current demand service rate. We require notification at least ten (10) working days prior to the date start-up service is required
- Additional Tag license for HMI is not included.
- No Programming for Royal Highland Master included. Only Hardware installation.
- Startup for RTU's needs to be done over Maintenance contract

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.
- Poles, towers or masts for radio antennas.
- Installation of antennas, poles, towers or antenna cable.
- Radios requiring FCC licensing and/or "line of site" are provided in this proposal. Should the specified frequency band not be available or other modifications be required, the price may change to reflect additional costs incurred by the use of different radios or other components.

Proposed Delivery Schedule:

Drawings 8 to 12 weeks after acceptance 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).

Siemens Water Technologies is scheduling for delivery of goods, as denoted in the *Proposed Delivery Schedule* portion of this proposal. Siemens Water Technologies will not accept or be held responsible for liquidated damages back charges resulting from project delays. (i.e. Force Majeure, late return of submittal drawings, construction delays, site not ready for our equipment in time for reasonable install and startup, etc.) Siemens Water Technologies will not be responsible for additional engineering costs incurred due to project delays outside of our control.

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

Sincerely,

SIEMENS

Quotation

Siemens Water Technologies Corp.
1239 WILLOW LAKE BLVD
VADNAIS HEIGHTS, MN 55110
Phone: 651.766.2700
Fax: 651.766.2701
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Jan Buechner

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.