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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2007-176**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING AWARD OF CONTRACT TO SIEMENS WATER TECHNOLOGIES FOR PURCHASE OF SBR TREATMENT PLANTS FOR SERVICE AREA # 4 WASTEWATER TREATMENT PLANTS IN AN AMOUNT NOT TO EXCEED \$2,326,400; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, City Council awarded the construction contract for Service Areas 4 & 6 to Lanzo Construction Company by Resolution 2007-165, holding out the treatment plant equipment from Airvac, Inc. and Siemens Water Technologies; and

**WHEREAS**, the purchase price for Service Area 4 equipment from Siemens Water Technologies is \$2,326,400 and Service Area 6 is \$1,708,800; and

**WHEREAS**, if the equipment for service area 6 is not purchased prior to the end of this calendar year the cost will increase approximately \$59,808 and shipping will increase due to two shipments rather than one; and

**WHEREAS**, the sum of the Lanzo contract and the City's direct procurement of equipment results in a total cost for both the Area 4 and Area 6 treatment plants of \$12,862,219; and

**WHEREAS**, it is staff's recommendation the equipment for both Service Area 4 and 6 be purchased at this time.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:**

**Section 1.** The above recitals are true and correct and incorporated herein.

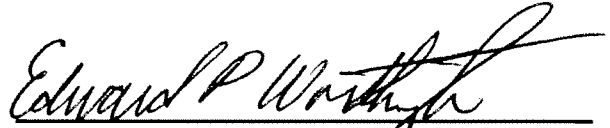
**Section 2.** The City Council hereby approves the Contract between Siemens Water Technologies and the City, a copy of which is attached hereto as Exhibit "A," for the purchase of SBR Treatment Plants For Service Area # 4 Wastewater Treatment Plant In An Amount Not To Exceed \$2,326,400, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

**Section 3.** The City Manager is authorized to execute the contract on behalf of the City.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 27th day of November , 2007.

**THE CITY OF MARATHON, FLORIDA**



**Edward P. Worthington, Mayor**

AYES: Cinque, Vasil, Tempest, Bull, Worthington  
NOES: None  
ABSENT: None  
ABSTAIN: None

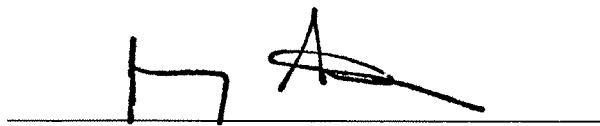
**ATTEST:**



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

# SIEMENS

## FIELD ERECTED OMNIPAC PROPOSAL

Project Name

*Marathon Area 4 WWTP  
(Marathon, FL)*

Bid Date

*June 14, 2007*

Proposal Number

*JTP-06193*

Specification Section

*11400*

*Field Erected SBR Treatment Plant*

Representative

*Tommy Tyson*

*P.O. Box 7386*

*Lakeland, FL 33807-7386*

*Phone: (863) 646-7694*

*Fax: (863) 644-6319*

# SIEMENS

To: All Bidding Contractors

Re: Marathon Keys, FL – Area 4  
**Omnipac®** Field Erected Sequencing Batch Reactor – 3 Tank SBR  
Reference #JTP-06193

Gentlemen:

**Siemens Water Technologies** is pleased to offer equipment and services pertaining to **Specification Section 11400 FIELD ERECTED SBR TREATMENT PLANT**. Siemens Water Technologies is the Basis of Design for the SBR system.

Components and services shall be as described below:

Siemens is pleased to provide a proposal to furnish the WWTP equipment for the Marathon Area 4 WWTP Project. Equipment is outlined below and described in detail in the Siemens' submittal Booklet, to be furnished upon acceptance of this proposal.

**General Description:** One (1) Siemens' Model SB0400TS above ground ring steel field erected Omnipac 3-tank SBR WWTP with aerobic digester and effluent holding zones. The Omnipac WWTP will have a design flow capacity of 400,000 gallons per day. The plant components will be delivered by Siemens in prefabricated sections for erection by the Purchaser. The Purchaser will supply a concrete foundation for the Omnipac plant supplied by Siemens. Siemens is not responsible for the structural design and installation of the concrete foundation, or any field labor unless provided by Siemens under a separate proposal.

## **OMNIPAC Tank Description w/ Headworks:**

Plant is constructed of all steel components for an above grade installation with a plant height of 16' - 6".

Steel outer wall tank diameter: 105' - 0" (constructed of a 1/4" thick top course and a 3/8" thick bottom course A36 carbon steel plate with a C8 x 18.75 steel base channel, a C4 x 5.4 steel top trim channel and a steel reinforcing top wind girder)

Steel inner wall tank diameter: 47' - 0" (constructed of 1/4" thick top and bottom course A36 carbon steel plate with a C8 x 13.75 steel base channel, a C4 x 5.4 steel top trim channel and gusseted steel flat bar reinforcing rings)

Four (4) fully hydrostatic steel bulkheads (each constructed of 1/4" thick A36 carbon steel plate with a C8 x 13.75 steel base channel, a C4 x 5.4 steel top trim channel and steel reinforcing channels)

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Base ring hooks: **Requires field welding to base channels by installing contractor.**

2'-0" wide inner tank peripheral access walkway: Black steel construction with 2-rail 1½" diameter sch. 40 anodized aluminum pipe handrails on both sides with 4" x ¼" anodized aluminum toeplates and 1" aluminum I-Bar Lite grating.

2'-0" wide Jet Motive Pump (for SBR Tank 3) access walkway: Black steel construction with 2-rail 1½" diameter sch. 40 anodized aluminum pipe handrails on both sides with 4" x ¼" anodized aluminum toeplates and 1" aluminum I-Bar Lite grating.

3'-0" wide Plant Access Bridge: black steel construction with 2-rail 1½" diameter sch. 40 anodized aluminum pipe handrails on both sides with 4" x ¼" anodized aluminum toeplates and 1" aluminum I-Bar Lite grating.

3'-0" wide spiral stairway assembly: Black steel construction with 2-rail 1½" diameter sch. 40 anodized aluminum pipe handrails and 1½" x 3/16" aluminum bar grating steps with nosing.

3'-0" wide Access Bridge for Effluent Transfer Pumps: black steel construction with 2-rail 1½" diameter sch. 40 anodized aluminum pipe handrails on both sides with 4" x ¼" anodized aluminum toeplates and 1" aluminum I-Bar Lite grating.

One (1) – 1,000 gpm 316L stainless steel static screen with 316 stainless steel cover and a 316 stainless steel screenings discharge chute with flex hose.

One (1) - 316 stainless steel by-pass influent box with a 316 stainless steel manual clean bar screen, drying deck, hinged cover, 10" inlet & outlet nozzles and a 6" nozzle for connection to odor control piping (by others).

2'- 6" diameter x 17'- 6" tall x ¼" thick steel air release column with a 10" flanged inlet nozzle and an 8" flanged outlet nozzle

Steel support and access platform for headwork's equipment: Black steel construction with structural steel framing, 2-rail 1½" diameter sch. 40 anodized aluminum pipe handrails with 4" x ¼" anodized aluminum toeplates and 1" aluminum I-Bar Lite grating.

Headwork's inlet & outlet piping and valves between influent static fine screen, by-pass influent box, air release column and influent nozzles to plant.

All required steel tank nozzles, steel support brackets, and 304 stainless steel fasteners for all Siemens supplied equipment and piping.

Two (2) – 1-inch couplings will be supplied for installation in the plant outer wall near the bottom of the tank just above the top of the base channel at each Jet Motive Pump for chemical feed line connections by the contractor.

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4" steel Digester sludge draw-off line across bottom of plant with flanged connection nozzle on outside of plant outer wall.

4" Drain line connection nozzle on outside of plant outer wall. A total of four will be provided (three SBR basins, one Effluent EQ Basin). Piping and valves beyond the nozzles shall be by others.

8" steel digester air header line across top of plant to digester diffuser drop-pipe with flanged connection nozzle on outside of plant outer wall.

6" steel air header line across top of plant for each SBR tank air drop-pipe with flanged connection nozzle on outside of plant outer wall. (Total of three (3) required)

4" steel discharge line across top of plant for the Digester Supernatant Pump with flanged connection nozzle on outside of plant outer wall.

4" steel discharge line for each SBR tank Waste Sludge Pump. (Total of three (3) required)

8" steel discharge piping with flanged connection nozzle on outside of plant outer wall for three (3) Effluent EQ Pumps.

10" SDR 26 PVC decanter discharge piping to Effluent EQ tank from SBR Tank #1.

10" SDR 26 PVC decanter discharge piping to Effluent EQ tank from SBR Tank #2.

10" SDR 26 PVC decanter discharge piping to Effluent EQ tank from SBR Tank #3.

A 1/8" thick 304 stainless steel sheet metal cover with 304 stainless steel structural supports will be supplied for the Effluent EQ Tank.

## **Clearwell Tank:**

Covered Clearwell Tank (located outside of plant): 30,000 gallons useable capacity. Clearwell Tank is constructed of all steel components for a partially below grade installation (3 ft. bury) with a tank height of 7' - 0". Clearwell tank wall diameter: 30' - 0" (constructed of 1/4" thick A36 carbon steel plate with a C8 x 13.75 steel base channel with base ring hooks, a C4 x 5.4 steel top trim channel and all required nozzles for internal & external piping connections). A 1/8" thick 304 stainless steel sheet metal cover with 304 stainless steel structural supports will be supplied. Two (2) - 17 pound magnesium anodes will be supplied for cathodic protection.

## **Shop Clean and Coating:**

All steel surfaces will receive a near white blast to remove rust, mill scale and weld slag. After surface preparation, one (1) coat of Sherwin-Williams B62Y110 Copoxy primer at 3 mils dry film thickness will be shop applied.

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## SBR Equipment:

**Aeration Headers:** Three (3) JET TECH PRODUCTS Model BDM1240-11 Vari Cant™ Aeration Headers shall be provided. Each header will include eleven (11) Model 40 jet aerators, and will be constructed of FRP. Header liquid manifold shall terminate with a 12" flanged connection. In-basin vertical air drop pipe is included, and will be constructed of 6" FRP. In-basin drop pipe will begin at the top of the tank wall, immediately above the aeration header, with a 6" flanged connection, and terminate at the air duct of the aeration header. All other in-basin air and liquid piping shall be provided by others.

**Decanters:** Three (3) JET TECH PRODUCTS Model FLED10-1200 Floating Solids Excluding, Effluent Decanters shall be provided. Also included will be decanter supports, automatic control valves, and in-basin discharge piping. The in-basin discharge piping of the decanter shall terminate with a 10" flange and connect to the flanged wall penetration supplied by others.

**Influent Distribution Manifolds:** Three (3) JET TECH PRODUCTS Model ID8-900 Manifolds including supports shall be provided, and will be 8" diameter constructed of FRP.

**Blower and Accessories:** Three (3) Rotary Positive Displacement Blowers (one as a standby) shall be provided. Each blower will be selected to deliver 453 SCFM at 6.3 PSIG when operated at 100°F and 50 ft. MSL. Each blower will be furnished complete with inlet filter, inlet silencer, discharge silencer, inlet and discharge sleeve type expansion joints, butterfly valve, check valve, pressure relief valve, base plate, V-belt drive, and a 25 Hp, 1800 RPM, 460 volt, 3 ph, 60 hz, horizontal inverter duty motor. Blower spare parts shall include one (1) set of V-Belts, four (4) filter elements and one case of blower oil.

**Jet Motive Liquid Pumps:** Three (3) Submersible Sewage Pumps shall be provided. Each pump will be selected to deliver 2,014 GPM at a total pump head of 18 ft. Each operating pump will be furnished complete with discharge connection, 30 ft. of power cable, thermal overload protection, retrieval guide bars and guide bar brackets, stainless steel lifting cable, and a 14.8 Hp, 460 volt, 3 ph, 60 hz, submersible motor.

**Waste Sludge Pumps:** Three (3) Submersible Sewage Pumps shall be provided for sludge wasting. Each pump will be selected to deliver 100 GPM at a total pump head of 16 ft. Each pump will be furnished complete with discharge connection, 30 ft. power cable, thermal overload protection, retrieval guide bars and guide bar brackets, stainless steel lifting cable, and a 1.75 Hp, 460 volt, 3 ph, 60 hz, submersible motor. Also included will be WAS piping that will extend to the top of the OMNIPAC wall and end with a vertical face flange.

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**Valves:** Valves shall be furnished per the following schedule. All automatic valves will have 120 volt single phase electric motor actuators. Power for valves shall be provided by the installing contractor. Valves shall not be powered by the SBR control panel.

- Three (3) 8" automatic plug valves (influent control).
- Three (3) 10" automatic butterfly valves (effluent control).
- Three (3) 6" automatic butterfly valves (air control).
- Three (3) 8" manual plug valves (pneumatic backflush)
- Three (3) 4" manual plug valves (WAS control)
- Two (2) 6" manual butterfly valves (Digester blower back up)
- Three (3) 6" check valves (effluent equalization pump control)

**Pneumatic Flushout:** Three (3) Pneumatic Flushout Systems shall be provided. Each flushout system will be furnished complete with all necessary piping, valves, and supports. The flushout riser pipe shall be 8" constructed of FRP, and the flushout valve shall be 8" manual plug.

## **Digester Equipment:**

**Fixed Diffusers:** One (1) Fixed Coarse Bubble Diffuser System shall be provided. The system shall consist of PVC type wide band type diffusers, PVC manifold piping, 304 stainless steel supports/mounting hardware, and 304 stainless steel air drop pipe.

**Supernatant Dewatering Pump:** One (1) Submersible Sewage Pump shall be provided for digester supernatant removal. The pump will be selected to deliver 250 GPM at a total pump head of 16 ft. The pump will be furnished complete with discharge connection, 30 ft. power cable, thermal overload protection, retrieval guide bars and guide bar brackets, stainless steel lifting cable, and a 2.7 Hp, 460 volt, 3 ph, 60 hz, submersible motor. Also included will be 4" flexhose with connection at the top of the OMNIPAC wall.

**Blower and Accessories:** One (1) Rotary Positive Displacement Blowers shall be provided. Each blower will be selected to deliver 769 SCFM at 7.1 PSIG when operated at 100°F and 50 ft. MSL. Each blower will be furnished complete with inlet filter, inlet silencer, discharge silencer, inlet and discharge sleeve type expansion joints, butterfly valve, check valve, pressure relief valve, base plate, V-belt drive, and a 40 Hp, 1800 RPM, 460 volt, 3 ph, 60 hz, horizontal motor. Blower spare parts shall include one (1) set of V-Belts, four (4) filter elements and one case of blower oil.

## **Post EO Basin Equipment:**

**Effluent Transfer Pumps:** Three (3) duty Submersible Sewage Pumps shall be provided. One (1) bare shelf spare shall also be included. Each pump will be selected to deliver 300 GPM at a total pump head of 12 ft. Each pump will be furnished complete with discharge connection, 30 ft. power cable, thermal overload protection, retrieval guide bars and guide bar brackets, stainless steel lifting cable, and a 2.7 Hp, 460 volt, 3



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ph, 60 hz, submersible motor. Effluent transfer piping will be included from the pumps to the top of the OMNIPAC wall and end with a vertical face flange.

## **SBR / Digester Support Equipment and Services:**

**Field Joint Material:** Materials necessary to complete field joints of the in-basin FRP process equipment supplied by Jet Tech Products shall be supplied in sufficient quantity and quality for the intended application.

**Supports:** All necessary supports for the in-basin equipment supplied by Jet Tech Products and described above are included. Supports will be constructed of 304 Stainless Steel.

**Hardware:** Necessary anchor bolts, gaskets, and fastening hardware for mounting and connecting in-basin equipment supplied by U.S Filter/Jet Tech are included. Anchor bolts and connecting hardware shall be 18-8 SS.

**SBR / Digester Equipment Manufacturer Service:** Twelve (12) man-days of start-up and operator training service are included for SBR services. Service will be provided in four (4) trips to the job site. Service shall consist of SBR dry installation inspection, SBR wet start-up, SBR controls start-up, and SBR operator process training.

**Hoists:** A total of two (2) portable hoists shall be provided for the jet motive pumps, WAS pumps and effluent transfer pumps. Seven hoist bases shall be included for these pumps. A dedicated hoist and base shall also be included for the Dewatering Pump located in the Aerobic Digester.

**Air Flow Meters:** Four (4) air flow meters shall be provided for the air control valves.

**DO Control:** Three (3) sets of DO probes and analyzers shall be provided for the SBR basins. System shall be complete with sc1000 Multi-parameter Universal Controller.

**ORP Sensors:** Three (3) sets of ORP probes and analyzers shall be provided for monitor with the SBR control system.

**Process Control Panel:** The following description for the SBR control panel is as follows:

- The SBR control panel will be UL listed.
- The enclosure will be a Hoffman painted NEMA type 12 suitable for indoor locations.
- The control strategy utilizes level transducers in the three SBR's and a PLC/Single Board Computer with our three-tank flow proportional. Pricing is based on a Koyo 450 PLC, power supply and I/O modules.
- We are including our 4-line, 20 character Q-term as the panel mounted operator interface.

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- The language used on all documentation, hardware identification, operator interface(s) will be English. Measured values will be displayed, and entered as feet, gallons, and pounds.
- Open/closed/auto selector switches and status indication are included on the panel front for the following valves. Proposal is based on 120 VAC single-phase motor operated valves (valve motor power is by others) with isolated open and closed limit switches for position indication.
  - 3 SBR influent valves
  - 3 SBR effluent valves
  - 3 SBR air valves (modulated by this panel)
- Hand/off/automatic selector switches and status indication are included on the panel front for the following equipment (engineers drawings show some HOA selectors on the MCC which is by others). Indication of run/off status and failures are included. Submersible SBR equipment will include thermal and seal fail protection. Motor starters and related items for the equipment listed below will be supplied by others.
  - 3 SBR blowers (VFD-drives by others)
  - 3 SBR motive pumps (submersible, FVNR)
  - 3 SBR waste sludge pumps (submersible, FVNR)
  - 3 Post EQ transfer pumps (submersible, FVNR)
  - 1 Digester blower (VFD-drive by others)
  - 1 Digester dewater pump (submersible, FVNR)Marathon Keys Area 4 WWTP April 16, 2007 file: bid2165.doc
- Level transducers and high level float switches are included for the three (3) SBRs, one (1) digester and one (1) Post EQ basin (five each total). Mounting equipment and stilling wells are not included in our scope of supply.
- Dissolved oxygen and ORP measurements (one each per SBR tank) will be obtained via modbus from the SC1000 Hach probe module. The ORP values will be for display and trending purposes only. The dissolved oxygen value will be used for D.O. control of the SBR tanks.
- A few nutrient test results for each tank will be obtained from the Chemsan spectrum analyzer via modbus communications. No synchronizing or control of the spectrum analyzer will be performed by this panel. The test results will be available for viewing and trending, but will not be incorporated into the control scheme. Chemsan spectrum analyzer is provided by others.
- A SBR event printer driven by the Flow Proportional Software SBR computer is included. Printer will be located on printer shelf attached to side of the SBR control panel. Printer, shelf and associated software are included. SBR treatment steps will be documented on this printer.
- Discrete dry contacts will be provided for the four (4) alum and three (3) carbon feed pumps. Software setpoints and controls will be provided for chemical addition at the appropriate treatment steps for an operator adjustable period of time.
- A US Robotics modem is included for remote access.
- The level signal in the Post EQ basin will be used with operator adjustable setpoints to control the Post EQ transfer pumps.
- Software setpoints and control algorithms will be provided to control the digester blower.

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- A computer based operator interface is included as the primary operator interface. The PC supplied will be an Intel Pentium based computer. The computer will be supplied loaded with a configured Wonderware Runtime application. Basin levels, SBR step time, SBR current step, and related equipment status will be displayed on the interface. SBR setpoints will be adjustable via the interface. Modem connection to PLC and PCAnywhere "Host" software is included. Communication cable from the PC to the PLC and installation of cable is by others. PCAnywhere and PLC programming software are included and will be used for support of system from our offices, and for the owner to monitor the facility from their offices or homes. They would require a Windows based PC with 1024 x 768 pixel resolution monitor (minimum) plus a modem and PCAnywhere "Remote" software.

## **Controls Items By others:**

- Motor starters, auxiliary contacts, local disconnects, all remote control panels, junction boxes, etc.
- Flow meters, flumes, orifice plates, D.O./air flow transmitters/probes, automatic samplers, pH transmitters/probes, all field instrumentation other than specified above, etc.
- Incoming 120VAC power.
- Job site storage, installation, tubing, mounting bolts.
- Field wiring, field communication cables/devices, ground rods, isolation valves, and termination of field wiring.

## **Controls Exceptions/clarification's:**

- Specification section 11430 (in the control panel portion of the spec.) requires control of the influent holding tank mixing equipment. No other references to an influent holding tank, related mixers or controls was made. None has been included with this proposal.
- I have found no details related to the chlorine injection water source controls. Control of same has not been included as a part of this proposal.
- This proposal is based on actual or sample Chemsan and Hach controllers being furnished to us for communication software development at our offices. If such functional controllers cannot be furnished for this purpose prior to startup, additional labor to develop such code will be invoiced at \$200 per hour.

## **TES GRAVITY FILTER:**

**Gravity Filter:** Two (2) Davco TES Filter Systems, Model No. ST0207FS. Overall footprint dimensions of each filter unit are 12'-0" wide x 42'-0" long x 8'-0" tall. Each filter is capable of treating 207,360 gallons per day. Each filter has the following equipment and features:

- **Design Criteria, Each Filter**
  - Average Daily Flow – 200,000 GPD = 139 GPM
  - Peak Hourly Flow – 500,000 GPD = 347 GPM
  - Dosing Rate @ ADF = 2 GPM/sq. ft.
  - Dosing Rate @ PHF = 5 GPM/sq. ft.
  - Filter Area Required @ 2 GPM/sq. ft. = 69.4 sq. ft.



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- Actual filter cell area = 72 sq. ft.
- Qty. two (2) steel factory built integral filter cells, each 6'-0" x 6'-0" square with dual media.
- Duplex Backwash pumps. Pump conditions: 540 GPM at 25' TDH, manufactured by Wilo EMU, 7.5 hp, 1750 RPM, 460 volt, 3 phase, 60 cycle.
- **Backwash tankage** - Backwash tankage equipped with flow baffles to create serpentine flow pattern.
- Duplex Backwash holding pump(s). Pump conditions 50 GPM at 30' TDH, manufactured by BARNES, 1.5 hp, 1750 RPM, 460 volt, 3 phase, 60 cycle. Note: One (1) set duplex Backwash Pumps serving both filters.
- Backwash Holding tankage.
- Backwash Holding tanks of each filter are linked together with crossover piping.
- Internal interconnecting piping and fittings for complete system.
- **Electrical:**
  - Service power of 480 volt, 3 phase, 60 hertz, 4 wire. NEMA 4X stainless steel enclosure. Control panel to be mounted on end of tankage.
  - Float switch controls.
  - Conduit and wiring on the filter unit.
- **Shop Clean and Coating:**

All steel surfaces will receive a near white blast to remove rust, mill scale and weld slag. After surface preparation the following coating system will be applied. Prime coat, 3 mils minimum dry thickness, Sherwin Williams Copoxy, one coat. Finish coat, 3 mils minimum dry thickness, Sherwin Williams Macropoxy, one coat. Color to be selected.

**Filter Items Not Provided By Siemens:**

- Concrete slab.
- Influent, effluent or overflow piping or valves on tank exterior.

**Sell Price.....\$2,326,400.00**

**Process Guarantee:** Siemens Water Technologies confirms the intent to provide the requested Process Guarantee, as Specified in section 11400. Process Guarantee shall be issued with the equipment submittal.

**Terms:**

Payments shall be 10% net 30 days from Submittals, 85% net 30 days based on progress payments, 5% net 30 days from Startup.

Prices are F.O.B. factory, freight allowed to the job site.

Taxes of any kind are not included.

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Cost escalations resulting from delay of purchaser's acceptance of the proposal or delays in acceptance of delivery of equipment will be added to the quoted price based on Engineering News Record Construction Price Index.

Price and delivery estimate valid only for 60 days from date of this proposal. The described equipment is subject to the approval of the engineer. Engineer's written approval to seller's submittal drawings constitutes "Notice to Proceed" with manufacture as submitted. Price and estimated delivery subject to change if written approval to seller's submittal drawings are mailed by seller.

There are attachments to this form and they are part of the contract. The following attachments apply:

Attachment A - STANDARD OMNIPAC ERECTION PROPOSAL

Attachment B - FIELD CORROSION PROTECTION

Attachment C - GENERAL TERMS AND CONDITIONS FOR ERECTION WORK

Attachment D - STANDARD TERMS OF SALE

Attachment E - CUSTOM CARE WARRANTY

Siemens is not responsible for the installation or warranty of any item not furnished by Siemens.

## **Siemens Guarantee:**

One (1) year from date of acceptance not to exceed eighteen (18) months from date of shipment.

## **Clarifications:**

Weight: the approximate shipping weight of the heaviest piece of equipment is 30,000 pounds (Filter equipment).

Basin floor / walls must be designed to accommodate a 4-1/2" anchor bolt embedment. All concrete floors and pads shall be by others.

The proposed Influent Manifold will only be used to distribute influent into the basin. It will not be provided to attached the WAS pump for sludge collection. Manifold will be provided as shown on Drawing C9.

Power for all valve actuators shall be the responsibility of the installing contractor. Provisions for valve power through the SBR control panel have not been included. Voltage requirements for automatic valves are noted in the valve section of this proposal.

All welding shall be per AWS standards (ASME welding procedures for pressure piping do not apply).

Blower sound enclosures have not been included. Sound enclosures can be provided at additional cost. Local control panels for proposed equipment has not been included.

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All equipment is quoted with manufacturer's standard coatings.

Field coating of all piping, valves and equipment external to the OmniPac tankage shall be by others.

Conduit wiring and local junction boxes / disconnects shall be furnished by the Contractor. This includes all mechanical equipment as well as level instruments located inside the OmniPac basins. Level instruments shall be located in the SBR basins, digester, and post EQ basin. All electrical engineering and conduit / wiring sizing shall be by the Contractor.

Contractor shall provide and install all pipes exterior to the OmniPac tank.

Current digester design shows that the sludge will be transferred by gravity out of the tank. Siemens will provide piping from the digester basin to the outer wall of the OMNIPAC tank. Pipe will end with a flange connection. Piping from this point on will be provided by contractor. Piping will also require a valve for sludge transfer control. This valve will be provided by others.

Auto dialer, MCC, soft starts, and flow meters are not included and shall be by others.

Cathodic protection and heat tracing shall be by Contractor.

The above equipment is offered to meet the intent of the project Plans & Specifications to the extent that they relate to the equipment as detailed and offered herein. Any items not specifically included are not covered under the scope of this proposal. Any changes or additions required by the Engineer or otherwise necessary to meet the plans and specifications will be at the Purchaser's expense.

## **Schedule:**

Approval Drawings.....5-8 weeks after signature of agreement by Siemens and Purchaser.

Shipment.....18-22 weeks after approval

**Items Not Included:** This proposal includes equipment of Siemens' standard design, and materials of construction as stated herein. Other materials of construction can be used upon request at additional costs. This proposal does not include:

- Sitework with concrete slabs
- Motor Starters and related electrical controls
- Field run interconnecting electrical conduit and wiring on and off plant.
- 3 phase electrical disconnect switches on or off plant.

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- Plant lighting on or off plant
- Tank floor drains & drain valves.
- Clearwell High and Low Pressure Reuse Pumps with piping and controls
- Hydro Tank with accessories, piping and controls
- Odor Control Equipment with piping and controls
- Chemical Feed Equipment with pumps, piping and controls
- Standby Power Generator with ATS
- Debris Dumpster located under influent headwork's platform
- Eyewash and emergency shower station
- Interconnecting yard piping and valves between equipment.
- Sales or use taxes
- Permitting or civil work
- Controls Building
- Concrete Floor and Equipment Pads
- Grit removal
- Chlorine analyzer and feed pumps
- Turbidity meters and feed pumps
- Chart recorder
- Out-of-basin air or liquid piping
- Performance Bond
- Taxes of any kind
- Any items/equipment not specifically listed in this proposal

We very much appreciate the opportunity to offer our equipment and services for this project. If you have any questions, or desire additional information, please do not hesitate to contact us. Thank you for considering Siemens Water Technologies.

Sincerely,

**Brad Linsey**  
**Applications Engineering Manager**

cc: Jeff Fangman, Kevin Bunting – Siemens / Edwardsville  
William Rogers – Siemens  
Mike Bennett, Dwight Smith, Tony Freed – Siemens / Thomasville  
Tommy Tyson – Heyward / FL



# SIEMENS

## ATTACHMENT A

### STANDARD OMNIPAC ERECTION PROPOSAL

Siemens proposes to furnish labor, equipment and expendable materials to erect the equipment purchased on Siemens' Proposal Number JTP-06193, which includes the SBR equipment supplied by Siemens.

The scope of work and responsibilities for the work is as defined below:

- 1 ES Siemens is responsible for offloading the equipment supplied by Siemens, excluding steel embedded in concrete and erect the same equipment on a concrete base pad provided by the Purchaser.
- 2 ES Siemens' erection responsibility begins at the point of flow into the erected equipment and ends at the point of flow from the erected equipment. Connections to and from the erected equipment is not by Siemens.
- 3 ES Siemens is responsible for installing supplied accessories and/or equipment mounted on the treatment plant or attached to the exterior of the plant by normal fabrication and welding procedures, as shown on Siemens' Approved Shop Drawings.
- 4 ES Siemens is responsible for providing the necessary construction equipment for erection (crane, welding machines, cutting equipment, etc.).
- 5 ES Siemens is responsible for setting the air supply blowers and associated common header piping, provided the same is supplied by Siemens.
- 6 ES Siemens is responsible for mounting electrical units or accessories supplied by Siemens on the erected equipment. No field electrical conduit and wiring work is the responsibility of Siemens.
- 7 ES Siemens standard field welding is in the flat, horizontal and vertical down positions, no back gouging, with E60 & E70 electrodes. All pull marks and weld burrs will be ground smooth on the exterior wall of the plant and on an area 18 inches below the top of the plant walls on the interior. The grinding of welds will not be performed.
- 8 ES Siemens is not responsible for surface preparation or coating of field welds as a part of the equipment erection.
- 9 ES Siemens is not responsible for any excavation and backfilling necessary for erection of the equipment. Purchaser agrees to be responsible for damage to erected equipment due to improper or careless backfilling procedures. Any dewatering required the responsibility of the Purchaser.

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- 10 ES Siemens is not responsible for any field concrete work associated with this job. The Purchaser shall be responsible for all required field concrete work associated with this job.
- 11 ES The Purchaser shall assume full responsibility for the foundation and soil on which the tank rests to properly support the weight of the tank and contents. Where the tank is installed partially or wholly below grade, the Purchaser shall assume full responsibility for the design of the foundation to resist hydraulic uplift pressure. Should any damage occur to the tank or other installation through the failure of the foundation, the Purchaser shall assume all costs incidental to the failure. Siemens shall be indemnified and held harmless by the Purchaser from all loss resulting from claims or damages arising directly or indirectly from any failure of the foundation.
- 12 ES The Purchaser shall be responsible for the unloading and installation, in accordance with Siemens' erection drawings, of all items supplied by Siemens to be embedded or partially embedded in or under the concrete.
- 13 ES Siemens shall not be responsible for filling and testing tanks for leakage. If hydraulic testing is required, Purchaser agrees to provide sufficient water supply, piped to the plant tanks, to fill the plant within two working days from time of notification by Siemens. Purchaser agrees to compensate Siemens for costs incurred due to delays by Purchaser in providing test water. The disposal of water after testing shall be the responsibility of the Purchaser.

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## ATTACHMENT B

### FIELD CORROSION PROTECTION

Siemens proposes to furnish all labor and material to clean and final coat the treatment plant purchased on Siemens' Proposal Number JTP-06193.

Siemens field erected Omnipac painting and surface preparation responsibilities shall include the following:

1. Surface Preparation For Priming (Black Steel)

Shop Work - Included with the Plant

All steel surfaces to be painted shall have a near white blast finish; chip and grind remaining spatter and welds; remove all dust and oily deposits.

2. Surface Preparation for Field Final Coating Application

As described below (Black Steel)

A. All erection weld joints shall be near white blasted to remove all weld scale, slag, flux or rust. Primed surfaces adjacent to welds shall be lightly blasted to remove any blistered or discolored primer. After blasting apply by brush or spray to all bare surfaces including welds, margins and abraded areas, one coat of primer to the required dry film thickness. Finish coating shall not be applied until touch-up prime coat has completely dried.

B. All surfaces to be finish painted shall be cleaned just before painting. Dirt and dust shall be brushed off, grease washed away by use of solvents and other contaminants removed effectively.

C. Final coating shall be evenly applied to form a smooth continuous film of uniform thickness free from runs, sags, and other defects. It shall be applied to obtain the minimum dry film thickness specified.

Aluminum, Fiberglass, Galvanized Steel and Stainless Steel Surfaces; Preparation: None

3. Primer and Final Coating

<u>Surface Description</u>	<u>Primer</u>	<u>Finish Coating</u>
WWTP outer wall outside surface, and nozzle stubs. 0-16 ft. 6 inch elev.	1	2
WWTP outer wall inside surface, both digester wall surfaces, bulkheads, and all plant steel components, steel piping and steel structural members inside the plant	1	2

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perimeter. 0-16 ft. 6 inch level.

Bridges, peripheral walkway, and all plant steel structural members inside the plant perimeter above 16 ft. 6 inch level.	1	2
316 stainless steel By-Pass Influent Box	N/A	N/A
Air Release Column (Inside & Outside)	1	2
Clearwell outer wall outside surface, and drain stubs. 0-7 ft. 0 inch elev.	1	2
Clearwell outer wall inside surface, and all steel components, steel piping and steel structural members inside the clarifier perimeter. 0-7 ft. 0 inch level.	1	2

1. 3 mils minimum dry film thickness of Sherwin-Williams B62Y110 Copoxy. (shop applied).
2. 5 mils minimum dry film thickness of Sherwin-Williams B58-600 Macropoxy 646. (field applied) (Color to be as selected by Eng./Owner).
3. All on plant equipment (pumps, drive, comminutors, etc.) with original factory paint.
4. All off plant equipment (pumps, motors, blowers, etc.) with original factory paint.

**NOTE: FIELD PAINTING CANNOT BE PERFORMED IN INCLEMENT WEATHER OR WHEN TEMPERATURES ARE BELOW 45o F. SIEMENSWILL NOT BE RESPONSIBLE FOR DELAYS IN THE PROJECT DUE TO THE WEATHER CONDITIONS.**

**PROVISIONS TO PROTECT THE SURROUNDINGS FROM OVERSPRAY DAMAGE THAT MAY OCCUR FROM THE PAINTING PROCESS ARE NOT ANTICIPATED AS BEING REQUIRED, BUT HAVE NOT BEEN INCLUDED AS A PART OF THIS PROPOSAL.**

# SIEMENS

## ATTACHMENT C

### GENERAL TERMS AND CONDITIONS FOR ERECTION WORK

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Siemens' erection crew.
3. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Siemens shall be responsible for the clean up and removal of trash, scrap materials, etc., left from Siemens erection work.
4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Siemens' erection crew to perform work during all weather conditions. Should Siemens have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Siemens for cost incurred and agrees Siemens shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.
5. Siemens' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Siemens, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Siemens acceptance of the erection job, Siemens shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Siemens due to such conflict the Purchaser hereby agrees to reimburse Siemens for the additional costs incurred.

Siemens is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

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Work hours by Siemens at the site shall be as determined by Siemens. The purchaser shall not define working hours, number of work days per week or prohibit Siemens from working evenings, weekends, holidays, etc., when deemed to be advisable by Siemens.

## 6. INSURANCE

During the period of erection of the equipment contemplated herein, Siemens will maintain the following insurance:

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

## 7. UNLOADING OF EQUIPMENT

Siemens is responsible for unloading of equipment which is to be erected by Siemens. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

## 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion Siemens shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Siemens erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Siemens is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided-and stored until Siemens installation is scheduled.

## 9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT

Upon completion of erection Siemens shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Siemens are



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discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Siemens so that corrective action can be taken.

Siemens is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

## 10. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Siemens crews to begin erection; and for any backordered material delivered to Purchaser after departure of Siemens' erection crews. Siemens shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

## 11. BACKCHARGES

Siemens will accept no backcharges for any reason, which have not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Siemens and receive written authorization prior to incurring any costs related to backcharges.

## 12. LICENSES AND PERMITS

Unless specifically stated in Siemens' erection proposal, Siemens is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

13. (a) Siemens shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.

In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event Siemens is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Siemens shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. Siemens reserves the right to subcontract any of the work to one or more subcontractors.

15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.



## ATTACHMENT D

### STANDARD TERMS OF SALE

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 therefor. 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.

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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.
12. Steel Price Escalation. Recent market conditions have resulted in exceptionally volatile prices for both stainless and carbon steels. Supply conditions are such that producers have instituted surcharges, which they apply at the time of actual shipment of the steel. This means that the cost for steel used for developing the prices in this quotation are not firm. As a result of this policy, it has become necessary for Siemens to pass along any escalation in the cost of carbon and stainless steels. The price escalation will be calculated by indexing the cost of the steel based on the London Metals Exchange from the date that this proposal is issued to the date that the steel is actually received.

DATED: 12/11/07

ACCEPTED:

Michael H. Pruto  
(Sign & Title)

City Manager City of Marathon  
(Company Name)

# SIEMENS

## ATTACHMENT E

### CUSTOM CARE WARRANTY

SERIAL NUMBER \_\_\_\_\_

Siemens warrants that all components of the equipment manufactured by Siemens are free from defects in material and workmanship. If the equipment is erected by Siemens at the jobsite, Siemens warrants that such erection is free from defects in material and workmanship. These warranties shall be valid for a period of one year from date of acceptance of the equipment, or eighteen months from date of shipment of the equipment, or from date erection work is substantially complete, or if stored by Siemens, for a period not to exceed eighteen months after invoice date, whichever occurs first. These warranties shall be valid only if the equipment is properly serviced and operated under normal conditions and in accordance with the written instructions of Siemens. IT IS EXPRESSLY AGREED THAT THE FOLLOWING IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF THESE WARRANTIES: THE SOLE OBLIGATION OF SIEMENS, UNDER THESE WARRANTIES IS LIMITED TO THE REPAIR OR AT ITS OPTION, REPLACEMENT OF ANY COMPONENT PART MANUFACTURED BY SIEMENS WHICH PROVES, UPON EXAMINATION BY A REPRESENTATIVE OF SIEMENS, TO HAVE BEEN DEFECTIVE ORIGINALLY. DEFECTIVE PARTS MUST BE RETURNED BY THE PURCHASER OR OWNER TO SIEMENS. IN THE EVENT OF A BREACH OF ERECTION WARRANTY, THE SOLE OBLIGATION OF SIEMENS IS LIMITED TO THE REPAIR OF SUCH DEFECTIVE MATERIAL OR WORKMANSHIP.

As a part of providing such remedy, Siemens will provide labor as required to replace, repair or modify at Siemens' option, the following major components: Basic steel structures, primary pumps and major piping and valve assemblies. Except for labor provided under the preceding sentence, the cost of all labor and any other expenses resulting in replacement of defective parts and from installation of parts furnished under this warranty shall not be covered by the warranty.

SIEMENS IS NOT RESPONSIBLE FOR ANY INCIDENTAL CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER. IN NO EVENT WILL SIEMENS'S LIABILITY TO PURCHASER EXCEED THE PRICE OF THE DEFECTIVE EQUIPMENT OR THE CONTRACT PRICE OF THE ERECTION WORK. IT IS AGREED AND UNDERSTOOD THAT THE PRICE STATED FOR THE EQUIPMENT HEREIN DESCRIBED IS A CONSIDERATION IN LIMITING SIEMENS'S LIABILITY. IT IS SPECIFICALLY AGREED THAT THE EXCLUSION OF DAMAGES IS NOT LINKED TO THE VALIDITY OF THE LIMITATION OF REMEDIES HEREIN AND THAT THEY ARE SEPARATE AND DISTINCT. THE FOREGOING WARRANTIES SHALL BE IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

These warranties are conditional, and do not apply in any of the following instances:

- 1) To items that must be replaced because of normal wear, such as (without limitation) pump seals, packing, belts, light bulbs and grease; or
- 2) To items that have been subject to misuse, neglect or lack of maintenance; or
- 3) To products that have been repaired or altered outside of Siemens' factory without written notice to, or written authorization from Siemens; or
- 4) To products which are not started up by Siemens representatives within sixty (60) days after delivery to the job site, unless special instructions are requested from Siemens in writing before the above sixty (60) days have expired; or
- 5) To items that have been damaged or adversely affected by neglect or lack of care and protection of the equipment by the purchaser prior to start-up; or
- 6) To items that have been damaged, or are missing, after delivery to the job site.