

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-37**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING A SOLE SOURCE DIRECT EQUIPMENT PURCHASE OF SBR TREATMENT PLANT EQUIPMENT, UTILIZED IN SERVICE AREAS 3, 4 AND 6, FOR SERVICE AREA #7 WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$2,392,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, The City may waive competitive bidding in the event that "only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation (such as technical qualifications);" and

WHEREAS, the City of Marathon (the "City") specified Siemens Water Technologies field erected SBR treatment plant equipment for the Service Area #7 Wastewater Treatment Plant; and

WHEREAS, the City Manager recommends the City Council waive the City's purchasing policies and procedures due to the sole source status of the vendor of the SBR treatment plant equipment the City must purchase; and

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. Based upon the recommendation of the City Manager the City Council finds that Siemens Water Technologies is a sole source vendor of the SBR Treatment plant equipment for the Service Area #7 Wastewater Treatment Plant

Section 3. The City's purchasing policies and procedures are hereby waived and the City Council hereby approves the purchase of Siemens Water Technologies field erected SBR treatment plant equipment for the Service Area #7 Wastewater Treatment Plant in an amount not to exceed \$2,392,000.00. The City Manager is authorized to execute the contract attached hereto as Exhibit "A," and expend budgeted funds.

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 13th DAY OF APRIL, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: Cinque
ABSTAIN: None

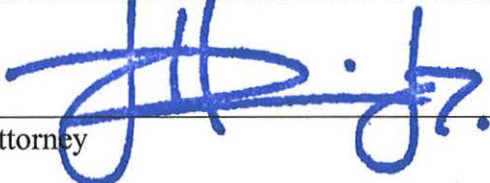
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney

SIEMENS

FIELD ERECTED OMNIPAC PROPOSAL

Project Name

*Marathon Area #7 WWTP
(Marathon, FL)*

Date

March 18, 2010

Proposal Number

JTP-10149

Specification Section

11400

Field Erected SBR Treatment Plant

Representative

Tommy Tyson

Heyward, Inc

415 Country Club Drive

Winter Park, FL 32789

Phone: (863) 646-7694

Fax: (863) 644-6319

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March 18, 2010

To: All Bidding Contractors

Re: Marathon Keys, FL – Area #7
OmniPac® Field Erected Sequencing Batch Reactor – 3 Tank SBR
Reference #JTP-10149

Ladies and 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 of the system are as described below:

General Description: One (1) Siemens' Model SB0200TS above ground ring steel field erected Omnipac 3-tank SBR WWTP with aerobic digester and effluent holding zones shall be provided. The Omnipac WWTP will have a design capacity of 200,000 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.

Plant is constructed of all steel components for an above grade installation with a plant height of 24'- 6".

Steel outer wall tank diameter: 59' – 0" (constructed of ¼" thick top and middle sections, and 5/16" bottom section of A36 carbon steel plate with a C8 x 13.75 steel base channel, a C4 x 5.4 steel top trim channel and a steel reinforcing top wind girder)

Steel inner wall tank diameter: 27' - 0" (constructed of 3/8" thick top, middle and bottom sections of A36 carbon steel plate with a C8 x 18.75 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 3/8" thick top, middle and bottom sections of A36 carbon steel plate with a C8 x 18.75 steel base channel, a C4 x 5.4 steel top trim channel and steel reinforcing channels)

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

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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) – 600 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, 8" inlet & outlet nozzles and a 6" nozzle for connection to odor control piping (by others).

2'- 6" diameter x 25'- 6" tall x ¼" thick steel air release column with a 8" 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 2-channel 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.

4" sch 40 steel Digester sludge draw-off line across bottom of plant with flanged connection nozzle on outside of plant outer wall.

6" sch 40 steel digester air header line across top of plant to digester diffuser drop-pipe with flanged connection nozzle on outside of plant outer wall.

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4" sch 40 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" sch 40 steel discharge line across top of plant for the Digester Supernatant Pump with flanged connection nozzle on outside of plant outer wall

4" sch 40 steel discharge line for each SBR tank Waste Sludge Pump (Total of three (3) required)

6" sch 40 steel discharge piping with flanged connection nozzle on outside of plant outer wall for three (3) Effluent EQ Pumps.

8" sch 40 steel decanter discharge piping to Effluent EQ tank from SBR Tank #1.

8" sch 40 steel decanter discharge piping to Effluent EQ tank from SBR Tank #2.

8" sch 40 steel 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.

Covered Reuse Clearwell Tank (located outside of plant): Clearwell Tank is constructed of all steel components for a partially below grade installation (2.5 ft. bury) with a tank height of 10'- 0". Clearwell tank wall diameter: 15' - 0" (constructed of 1/4" thick A36 carbon steel plate with a 1/4" thick A36 carbon steel bottom plate 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. One (1) - 17 pound magnesium anode will be supplied for cathodic protection.

Two (2) Crane Deming Model 3122 close-coupled end-suction pumps, size 2 x 1 x 10 reuse clearwell pumps. Each pump will be capable of delivering 90 gallons per minute (GPM) at a discharge pressure of 95 ft. total dynamic head (TDH). Each pump will be coupled directly to a 7.5 HP, 230/460 volt, 3 phase, 60 hertz, 1750 RPM, TEFC motor. Each pump will be supplied with sch 40 steel suction piping & valve for connection to the clearwell tank. Discharge piping & valve for each pump is not by Siemens.

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 Tnemec 66-1211 primer at 3 mils dry film thickness will be shop applied.

SBR Equipment:

Aeration Headers: Three (3) JET TECH PRODUCTS Model CM840-4 **Vari Cant™** Aeration Headers shall be provided. Each header will include four (4) Model 40 jet aerators, and will be constructed of FRP. Header liquid manifold

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shall terminate with a flanged connection for connecting to pump discharge connection. In-basin vertical air drop pipe is included, and will be constructed of 4" FRP. In-basin drop pipe will begin at the top of the tank wall, immediately above the aeration header, with a 4" 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 FLED8-600 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 an 8" flange and connect to the flanged wall penetration supplied by Siemens.

Influent Distribution Manifolds: Three (3) JET TECH PRODUCTS Model ID6-600 Manifolds including supports shall be provided, and will be 6" 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 143 SCFM at 9.8 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 15 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 732 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 7.5 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 horizontal face flange.

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.

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- Three (3) 6" automatic plug valves (influent control).
- Three (3) 8" automatic butterfly valves (effluent control).
- Three (3) 4" automatic butterfly valves (air control).
- Three (3) 6" 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) 4" 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 6" constructed of FRP, and the flushout valve shall be 6" 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 50 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 1.75 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 Blower shall be provided. The blower will be selected to deliver 404 SCFM at 10.6 PSIG when operated at 100°F and 50 ft. MSL. The 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 EQ 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 150 GPM at a total pump head of 18 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. Effluent

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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 Siemens are included. Anchor bolts and connecting hardware shall be 18-8 SS.

SBR / Digester Equipment Manufacturer Service: Fifteen (15) 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 three (3) portable hoists shall be provided for the jet motive pumps, WAS pumps and effluent transfer pumps. Seven hoist bases shall be included for these hoists. One (1) dedicated hoist and base shall also be included for the Dewatering Pump located in the Aerobic Digester.

Air Flow Meters: Three (3) 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.

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- We are including our 4-line, 20 character Q-term as the panel mounted operator interface.
- 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)
- 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 Chemscan 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. Chemscan 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.

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- 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.
- 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.
- An autodialer shall be provided.

Controls Items By others:

- Motor starters, auxiliary contacts, local disconnects, all remote control panels, junction boxes, etc.
- Flow meters, flumes, orifice plates, 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.
- Control panel for reuse clearwell pumps.

Controls Exceptions/clarification's:

- This proposal is based on actual or sample Chemscan 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.

The control panel shall as a minimum be capable of controlling:

SBR blowers, VFD control (3)
SBR recirculation pumps (3)
Automatic influent, decant, and air control valves (9)
Waste sludge pumps (3)
Digester blower (1)
Effluent Transfer pumps (3)
Digester dewatering pump (1)
Alum feed pumps (Qty 3 to SBR, Qty 1 to filter feed line)

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Molasses pumps (3)
Sodium hypochlorite pumps (2)
Sodium hydroxide pumps (2)

Additional alarms / monitoring only

Sodium hydroxide tank high and low level
Sodium hypochlorite tank high and low level
Each chemical feed pump monitored for fault
TES filter monitored for common alarm
Airvac system monitored for

- low-vacuum alarm
- high sewage level alarm
- high sewage lockout condition

Generator monitored for common alarm and running alarm conditions
Re-use system common alarm
Odor control common alarm
Chlorine analyzer low residual chlorine
High turbidity alarm

TES GRAVITY FILTER:

Gravity Filter: One (1) Davco TES Filter System, Model No. ST0207FS. Overall footprint dimensions of the filter unit are 12'-0" wide x 42'-0" long x 8'-0" tall. The filter is capable of treating 207,360 gallons per day. The 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.
- 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, 6.2 hp, 1750 RPM, 460 volt, 3 phase, 60 cycle.
- **Backwash tankage** – Backwash tankage is split into two (2) equal trains by the means of a hydrostatic bulkhead. Each Backwash tankage equipped with flow baffles to create serpentine flow pattern toward effluent collectors.
- 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.

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- 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, Tnemec 66-1211, one coat.
Finish coat, 5 mils minimum dry thickness, Tnemec Series 66 Hi-Build Epoxy, one coat. Color to be Tnemec 78GN-Cumulus.

Filter Items Not Provided By Siemens:

- Concrete slab.
- Influent, effluent or overflow piping or valves on tank exterior.
- Any other items not expressly mentioned in this proposal.
- Chlorination equipment and controls.

Sell Price.....\$2,392,000.00 **No taxes are included.**

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:

Payment terms shall be 10% net 30 days from Submittals, 85% net 30 days based on progress payments, 5% net 30 days from start up.

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

Taxes of any kind are not included.

Price and delivery estimate valid only for 90 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 contact. The following attachments apply:

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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.

Note: This quotation by Siemens Water Technologies Corp. (Siemens) is contingent upon such things as: (i) resolution of mutually acceptable payment terms; (ii) Siemens' satisfactory completion of an anti-corruption due diligence review; and (iii) written agreement specifically acknowledging acceptance of terms and conditions mutually agreed upon by the parties. All orders are subject to credit approval by Siemens.

Siemens Guarantee:

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

Clarifications:

Piping and valves between influent screen, by-pass box and SBR is included. One vertical force main connection shall be provided just below the headworks platform. All piping up to this connection shall be by Contractor.

Odor control piping is by others.

4" piping from digester dewatering pump near edge of SBR outer wall to Siemens supplied air release column near headworks platform is not included.

Air piping from SBR blowers and digester blowers to connections at Omnipac tank are not included.

Automatic valves and air flow meters for SBR air control are included. Contractor shall install air flow meters with adequate straight pipe runs on inlet and discharge sides of meter per manufacturer's recommendations.

Two (2) 6" manual butterfly valves are provided so that the spare SBR blower can be used for the digester if the digester blower fails.

Piping within the walls of the Omnipac tank is included by Siemens.

Piping from the 3 SBR decanters to the effluent EQ tank is provided by Siemens.

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Field conduit and wiring for any electrical device associated with the SBR unit is not provided. Disconnects for pumps furnished by Siemens are not included. Plant lighting is not included.

Unloading and installing base rings in the slab for the SBR are by the Contractor. Siemens will unload and erect the tanks.

Refer to controls section of proposal for detail listing of items included with the SBR control panel. Note items not provided.

Piping from SBR to filter and from filter to clearwell is not included.

Filter and reuse clearwell are shop fabricated and shop coated. Unloading and placement of filter and clearwell, as well as installation of the filter media are not included by Siemens. The filter is provided with a control panel w/ motor starters which is shop mounted. Filter conduit and wiring is provided from the factory.

3" piping from filter backwash holding pumps to Siemens supplied air release column near headworks platform is not included.

Valves for tank drains are not provided.

Chemical feed piping is not included.

All Chemscan equipment, including Chemscan sample pumps, shall be by others.

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.

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).

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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.

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.

Plug valves (Two (2) – 6" manual plug) at the Filter Feed shall be provided by others.

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.

MCC, soft starts, blower VFD's, and reduced voltage starters for pumps are not included.

Liquid flow meters are not included and shall be by others.

Auto dialer is not included and shall be furnished by others.

Cathodic protection and heat tracing shall be by Contractor.

Contractor shall provide concrete pump mounting pad for each SBR jet motive pump (qty. 3). Pads are used so that the pump discharge connection is at the proper elevation to match the header intake flange elevation.

Contractor shall be responsible for providing a concrete slab underneath the headworks platform that is provided by Siemens. Concrete pad shall cover the entire area under the platform with overhang.

Contractor shall provide a concrete pad underneath the SBR air release pipe located near the headworks platform.

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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

Equipment Shipment and Field Erection.....19-23 weeks after submittal approval

Field Painting (estimated).....3-4 weeks after Erection

*Siemens reserves the right to adjust project schedules based on backlog at time of order.

Items Not Included By Siemens:

- Sitework with concrete slabs
- Auger Monster Unit with control panel
- Motor Starters and related electrical controls for SBR equipment
- Field run interconnecting electrical conduit and wiring on and off plant.
- 3 phase electrical disconnect switches on or off plant.
- Plant lighting on or off plant
- 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.
- Discharge piping & valves for clearwell pumps
- 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

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- 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, Stephanie Lottmann – Siemens / Edwardsville
Mike Bennett, Dwight Smith, Tony Freed – Siemens / Thomasville
Tommy Tyson – Heyward / FL

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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-06192, 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

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erected equipment due to improper or careless backfilling procedures. Any dewatering required the responsibility of the Purchaser.

- 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-06192.

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,

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bulkheads, and all plant steel components, steel piping and steel structural members inside the plant perimeter. 0-16 ft. 6 inch level.	1	2
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

1. 3 mils minimum dry film thickness of Tnemec 66-1211. (shop applied).
2. 5 mils minimum dry film thickness of Tnemec Series 66 Hi-Build Epoxy. (field applied) (Color will be Tnemec 78GN - Cumulus).
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.

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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

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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.

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.

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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 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.

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- (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.

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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

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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.

DATED: _____

ACCEPTED:



(Sign & Title) 041910

(Company Name)