City of Fayetteville Staff Review Form

2019-0752

Legistar File ID

12/3/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

,	tion:	
Submitted By	Submitted Date	Division / Department
Tim Nyander	11/7/2019	WASTEWATER TREATMENT (730)
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Staff recommends the approval of the replacement of a touchscreen assembly for the UV disinfection system at the West Side wastewater treatment facility in the amount of \$11,105.00 plus applicable taxes, and approval of a budget adjustment.

Budget Impact:

5400.730.5800-5414.00	Wat	Water and Sewer Fund		
Account Number				
02069.1	Plant Pumps and Equipment - WWTP		nent - WWTP	
Project Number	Project Title			
Budgeted Item? Yes	Current Budget	\$	1,200,238.00	
	Funds Obligated	\$	1,200,232.95	
	Current Balance	\$	5.05	
Does item have a cost? Yes	Item Cost	\$	12,187.74	
udget Adjustment Attached? Yes	Budget Adjustment	\$	12,188.00	
	Remaining Budget	\$	5.31	

Purchase Order Number:	Previous Ordinance or Resolution #	
Change Order Number:	Approval Date:	
Original Contract Number:		

V20180321

Comments: Taxes are estimated to be \$1,082.74 for a project total cost of \$12,187.74.



CITY COUNCIL MEMO

MEETING OF DECEMBER 3, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

Water & Sewer Committee Tim Nyander, Utilities Director

FROM: Greg Weeks, Wastewater Treatment

DATE: November 7, 2019

SUBJECT: Touchscreen Replacement for the UV Disinfection System at the West Side

Wastewater Treatment Facility

RECOMMENDATION:

Staff recommends the approval of the replacement of a touchscreen assembly for the UV disinfection system at the West Side wastewater treatment facility in the amount of \$11,105.00 plus applicable taxes, and approval of a budget adjustment.

BACKGROUND:

The West Side Treatment Facility utilizes an ultraviolet (UV) disinfection system as a final treatment process for an average of 7.5 million gallons of wastewater per day (2018, Annual AVG). An industrial PLC (Programmable Logic Controller) computer system continuously monitors operation of the facility's disinfection system and automatically controls its operation based on pre-configured programming, flow variances and appropriate set-point adjustment. The PLC computer system is composed of several individual components such as processors, input and output assemblies, power supply, software, programming and a touchscreen HMI (Human-Machine Interface). The HMI touchscreen gives Operators access to approximately 50 system control and feedback screens.

The West Side facility has at least a half dozen such PLC systems, with touchscreen HMI's, controlling processes such as aerator, filter-cell and odor-control operations. Replacement of the disinfection system's partially failed touchscreen will be the final HMI replacement completing a transition from the original Magelis-brand units to newer Red Lion-brand touchscreens at the West Side facility. Replacement of the outdated HMI will provide PLC-touchscreen standardization throughout the West Side process while ensuring Operators full access to disinfection system set-point adjustments and system controls for maintenance needs.

DISCUSSION:

The disinfection system's 11-yr old PLC computer system has been evaluated as out-of-date and a system upgrade has been recommended. A later phase of the SCADA study will include a comprehensive look into the disinfection system's PLC system, along with other PLC and RTU systems at the West Side facility. In the meantime, partial loss of the HMI's touchscreen input capability presents an immediate system need. Staff recommends moving forward with the touchscreen replacement, which includes the associated programming, to ensure continuation of the disinfection system's operation.

Quotes have been submitted by vendors with Multi-craft Contractors providing the lowest bid.

Multi-Craft Contractors, Inc.	\$11,105.00
Bear Automation	\$14,700.00
WEDECO, Xylem	\$47,399.00

Staff recommends the replacement of the HMI touchscreen for \$11,105.00 through Multi-Craft Contractors, Inc. Taxes are estimated to be \$1,082.74 for a project total cost of \$12,187.74.

BUDGET/STAFF IMPACT:

Budgeted funds will be moved from the Sanitary Sewer Rehabilitation account to the Plant Pumps and Equipment account to cover the costs of the touchscreen replacement for the UV disinfection system.

Attachments:

Three Quotes
Budget Adjustment



P.O. Box 1760 | 2300 Lowell Road | Springdale, AR 72765 P 479.751.4330 | Toll Free 1.800.793.6224 | F 479.751.4399

November 4, 2019

Mayo Miller w/Jacobs Fayetteville Water and Sewer 113 West Mountain Street Fayetteville, AR 72701-6083 Quote: 19AQ0074-R1 Phone: 479-575-8361

Email: mayo.miller@jacobs.com

ROBOTIC EQUIPMENT AND/OR SERVICE PURCHASE AGREEMENT UV System – HMI Replacement

Multi-Craft Contractors, Inc. is pleased to present the following proposal.

- Multi-Craft Contractors Scope of Supply and Services:
- One (1) Red Lion CR3000-1000000420
 - o 800x600 Display
 - 4 Serial Ports
 - 2 Ethernet Ports
 - o 2 USB Host
 - o 1 USB Device
 - Web Service
 - Data Logging
- Programming Support Including;
 - Develop <50 Screens
 - o 5 Special Menus
 - Approximately 10 Trends
 - o Alarms Page
 - Alarms History Page
 - Testing at MCC
 - Install and Site Acceptance

Total Price (net Tax and Shipping): \$11,105.00

Above stated pricing is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,



Jason Owens
Automation and Robotics

Phone: 479-347-9062

THIS EQUIPMENT PURCHASE AGREEMENT ("Agreement") is an agreement by and between *City of Fayetteville, Arkansas*, (referred herein to as "Buyer") and Multi-Craft Contractors, Inc., an Arkansas corporation, (referred to herein as "Contractor"). The parties hereto agree as follows:

WHEREAS, Purchaser desires and Contractor has agreed to build and supply certain capital equipment and/or services referred to as *UV System – HMI Replacement or Contracted Equipment and/or Service* to Purchaser pursuant to specifications; and

WHEREAS, the parties desire to set forth the terms of purchase of UV System - HMI Replacement

NOW THEREFORE, the parties hereto agree as follows.

1. PRICE AND PAYMENT.

The total price for the manufacturing of the UV System - HMI Replacement

is \$11,105 (net applicable tax and shipping). The price is based upon all work being performed during normal business hours. The payment terms are:

• Net 30 days.

2. SPECIFICATIONS.

- (a) The description and specifications of *Contracted Equipment and/or Service*, subject to the provisions of this Agreement, are fully set forth herein and/or any changes made in writing signed by the by both parties.
- (b) The Contractor shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the *Contracted Equipment and/or Service*.

3. DELIVERY AND ACCEPTANCE.

- (a) The Contracted Equipment and/or Service shall be accepted by Buyer FOB at destination, and shall be delivered to Buyer's facility at expense payable by Buyer.
- (b) Delivery shall be made by the Contractor to the Buyer after the parties have coordinated and agreed upon a delivery date during the Buyer's normal business hours.

- (c) The Buyer shall inspect the *Contracted Equipment and/or Service* within 48 hours of delivery and shall notify Contractor if the *Contracted Equipment and/or Service* is not in accordance with the Agreement no later than 72 hours of delivery.
- (d) If the Buyer does not notify Contractor within 72 hours of delivery, the Buyer agrees to the acceptance of the Contracted Equipment and/or Service in its current state, and it agrees that it conforms to the specification in this Agreement.

4. RISK OF LOSS AND PASSAGE OF TITLE.

Risk of damage to or loss of the *Contracted Equipment and/or Service* shall pass to the Buyer upon delivery to Buyers facility.

5. WARRANTIES AND LIABILITY.

- (a) CONTRACTOR WARRANTS TO PURCHASER THAT MATERIALS AND EQUIPMENT MANUFACTURED OR ASSEMBLED BY CONTRACTOR UNDER THIS AGREEMENT WILL BE IN MERCHANTABLE CONDITION AND SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. COMPONENTS NOT MANUFACTURED BUT FURNISHED BY CONTRACTOR AS PART OF ITS EQUIPMENT (I.E. MOTORS, STARTERS, THERMOSTATS, CONTROLS, ETC.) WILL BE WARRANTED BY CONTRACTOR ONLY TO THE EXTENT OF THE COMPONENT MANUFACTURER'S WARRANTY SCOPE AND PERIOD, OR FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMMISSIONING, WHICHEVER TERM EXPIRES FIRST.
- (b) CONTRACTOR'S WARRANTY <u>EXCLUDES</u> REMEDY FOR DAMAGE OR DEFECT CAUSED BY ABUSE OR UNAUTHORIZED ALTERATION OR MODIFICATIONS, IMPROPER OR INSUFFICIENT MAINTENANCE, IMPROPER OPERATION, OR NORMAL WEAR AND TEAR UNDER NORMAL USAGE.
- (c) CONTRACTOR SHALL NOT BE LIABLE TO THE PURCHASER OR ITS PURCHASERS, EMPLOYEES, AGENTS, OR THIRD PARTIES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, INCREASE IN COST OF OPERATION, LOSS OF PRODUCT OR MATERIALS, OR ANY OTHER SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES. PART SPECIFIC PROCESS REQUIREMENT PROVISIONS AS DESCRIBED HEREIN WILL BE PROVIDED FOR PER PURCHASER SPECIFICATIONS AS DESCRIBED VIA WRITTEN REQUEST. IN CONSIDERATION OF PURCHASER SUPPLIED, FUNCTIONAL AND OTHERWISE, DESIGN CRITERIA, BOTH PARTIES ARE IN AGREEMENT THAT SUCH DESIGN CRITERIA ARE CONCEPTUAL AND UN-PROVEN IN NATURE. PURCHASER AGREES AS A RESULT THEREOF, THAT REVISIONS IN PRODUCTION PART AND/OR FINAL MACHINERY DESIGN MAY BE REQUIRED TO MEET THE TERMS SET FORTH HEREIN AND THE PURCHASE ORDER.
- (d) CONTRACTOR MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE CONTRACTED EQUIPMENT AND/OR SERVICE AND MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCT THE CONTRACTED EQUIPMENT AND/OR SERVICE PRODUCES.
- (e) WARRANTY PERIOD UNDER THE PROVISIONS MADE HEREIN IS ONE YEAR FROM THE DATE OF COMMISSIONING UNLESS OTHERWISE NOTED, AND IS VALID ONLY IN THE CONTIGUOUS UNITED STATES. CONTRACTOR'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO, AT ITS OPTION, REPAIR OR REPLACEMENT OF THE COMPONENT ACKNOWLEDGED TO BE DEFECTIVE. WARRANTY REPAIRS DO NOT CONSTITUTE AN EXTENSION OF THE ORIGINAL WARRANTY PERIOD.
- (f) CONTRACTOR'S UNDERTAKING TO REPLACE OR REPLACE SUCH GOODS IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (g) CONTRACTOR SHALL NOT BE LIABLE AND THE PURCHASER WAIVES ALL CLAIMS AGAINST CONTRACTOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT BASED UPON CONTRACTOR'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, OR ANY OTHER CAUSE OF ACTION. PURCHASER'S

EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION UNDER THIS AGREEMENT IS A CLAIM FOR DAMAGES, AND IN NO EVENT WILL DAMAGES OR ANY OTHER RECOVERY OF ANY KIND AGAINST CONTRACTOR EXCEED THE PRICE OF THE CONTRACTED EQUIPMENT AND/OR SERVICE PURCHASED FROM CONTRACTOR AS TO WHICH THE CLAIM IS MADE.

6. NON-SOLICITATION.

Any attempt on the part of Buyer to induce employees, agents or personnel of Multi-Craft or its subsidiaries or affiliates to leave Multi-Craft's employ, or any effort by Buyer to interfere with Multi-Craft's relationship with its employees would be harmful and damaging to Multi-Craft. Buyer agrees that that from the date of this Agreement and for period of three (3) years from the date of the termination of the business relationship between the parties, Buyer will not in any way, directly or indirectly:

- Induce or attempt to induce any employee of Multi-Craft to terminate employment with Multi-Craft;
- b. Otherwise interfere with or disrupt Multi-Craft's relationship with its employees;
- c. Discuss employment opportunities or provide information about competitive employment to any of Multi-Craft's employees; or
- d. Solicit, entice, employ or hire away any employee of Multi-Craft, Inc.

7. SECURITY INTEREST.

Contractor will retain a security interest in the *Contracted Equipment and/or Service* until the Purchaser has paid in full pursuant to the terms hereof. Contractor shall file a UCC-1 Financing statement upon the execution of this Agreement. A Termination Statement will be filed by Contractor upon the payment in full by Purchaser.

8. BINDING EFFECT.

This Agreement will bind and inure to the benefit of each party's principals, agents, representatives, employees, officers, directors, shareholders, partners, affiliated and subsidiary companies, and attorneys; all persons acting through, under the authority of, or in concert with any of them; and their successors, assigns, heirs, executors, and administrators.

9. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties respecting the matters set forth in the Agreement and supersedes all prior agreements between the parties respecting those matters.

10. MODIFICATION; ASSIGNMENT; WAIVER.

No amendment or other modification, rescission, release, annulment, termination, cancellation or assignment of any part of this Agreement will be effective except pursuant to a written agreement subscribed by the duly authorized representatives of Purchaser and Contractor. No assignment of this Agreement or any portion of it will be effective as to any discharge or release unless specifically provided for in an instrument of consent to the assignment. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

11. SEVERABILITY.

If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. FURTHER ASSURANCES.

In addition to the instruments and documents to be made, executed, and delivered pursuant to this Agreement, the parties to this Agreement agree to make, execute, and deliver or cause to be made, executed, and delivered to the requesting party any other instruments and to take any other actions as the requesting party may reasonably require to carry out the terms of this Agreement and the transactions contemplated by this Agreement.

13. ATTORNEY FEE.

In the event of any litigation or arbitration to enforce the terms of this Agreement, the prevailing party in the litigation or arbitration is entitled to recover from the other party the prevailing party's costs of litigation or arbitration, including without limitation reasonable attorney fees.

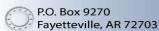
14. GOVERNING LAW; CONSENT TO JURISDICTION.

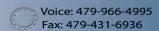
This Agreement is to be construed and enforced under, in accordance with, and governed by, the laws of the State of Arkansas. Each of the parties to this Agreement irrevocably consents to any suit, action, or proceeding with respect to this Agreement being brought in any court of competent jurisdiction located in Washington County, Arkansas.

In witness whereof, the parties hereto I	nave caused its n	ame to be affixed hereto executed on this
Day of, 20		
City of Fayetteville, Arkansas		Multi-Craft Contractors, Inc.
		C. March
	(sign)	
	(print)	Jason Owens
	(title)	Applications Group Manager











PROPOSAL # 19-068

Fayetteville West UV System Magelis Replacement

September 13, 2019

Mayo Miller Jacobs 1400 N Fox Hunter Road Fayetteville, AR 72701

Mr. Miller,

Thank you for the opportunity to present this proposal to replace the Magelis HMI in the UV system at the Fayetteville West Treatment Plant. We appreciate your business and look forward to working with you on this project.

Scope of Work

The Fayetteville West Plant has an older Magelis HMI that has been discontinued by the manufacturer. The screen is currently functional but does not have the ability for the program to be pulled from it. Bear Automation will replace the existing screen with a Red Lion CR3000 10" HMI and redevelop the application. We will verify the existing functionality on the new system by developing the system onsite and only swap the Magelis out with the new Red Lion once full functionality has been tested.

Bear Automation has included a stainless-steel adaptor plate to fit the Red Lion to the existing hole in the PLC cabinet door.

The following sections detail this project.

Hardware

Bear Automation, Inc. will provide the following material and hardware in support of this project.

- 1. 1 Red Lion CR3000 10" HMI
- 2. 1 Stainless Steel adaptor plate

Engineering and Labor Items

Bear Automation, Inc. will provide the following Engineering and Labor items in support of this project.

- 1. Development of a new Red Lion HMI project for the UV system.
- 2. Testing of Red Lion prior to installation.
- 3. Installation and testing of the Red Lion at the Fayetteville West plant.

Stipulations and Assumptions

Bear Automation, Inc. submits this proposal with the following stipulations and assumptions.

- 1. Bear Automation, Inc.'s Material and Hardware responsibilities are limited to the items listed in the hardware section.
- 2. Bear Automation, Inc.'s Engineering and Labor responsibilities are limited to the items listed in the engineering and labor section.
- 3. Lead time is 6 weeks from receipt of purchase order.

PROPOSAL # 19-068

Project Financial Information

Bear Automation, Inc. proposes hereby to furnish the hardware, engineering and labor in accordance with the above specifications, for the sum of: Fourteen Thousand Seven Hundred Dollars & 00/xx---\$14,700.00*

Payable as follows: 40% Down Payment due upon acceptance of this proposal with purchase order. (Due on receipt) 60% Due upon completion of installation. (Due Net 30)

*Price does not include any applicable sales tax.

Service Rates beyond included startup: Monday thru Friday - \$125/hour Saturday and Sunday - \$185/hour Holidays - \$225/hour

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Note: We may withdraw this proposal if not accepted Within 30 days

Authorized Company Signature Bryan & Burris , Date 9-13-2019

Bryan C. Burris President Bear Automation, Inc.

Acceptance of Proposal

The prices, specifications, terms	and conditions are satisfac	ctory and are hereby accepted a	and agreed upon. Be	ar Automation, Inc. is therefore	۽ د
authorized to complete the proje	ect as specified above. Pay	ments to Bear Automation, Inc	will be made as outl	ined in the financial section abo	ove.

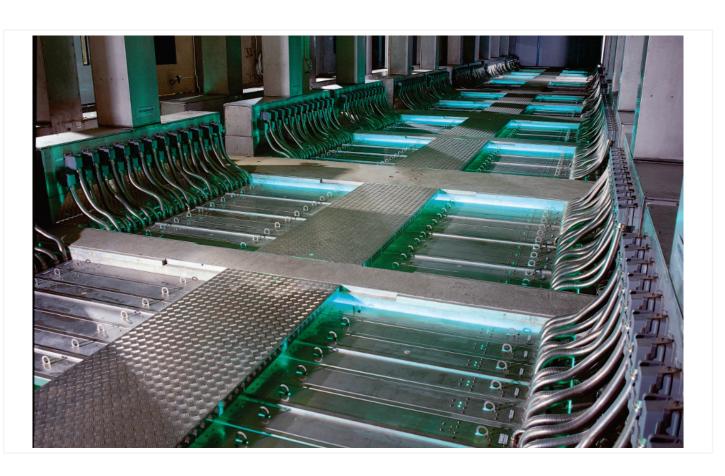
Customer Authorized Signature _______, Date _______,

Please sign and return signed original with Purchase Order to sales@bearautomation.com or fax to 479.431.6939.

Thank You for the opportunity to quote this project and we at Bear Automation, Inc. look forward to working with you.



West Side WWTP HMI Upgrade Proposal



prepared for:

West Side WWTP Fayetteville, AR Mayo Miller

October 8, 2019



October 8, 2019 Fayetteville, WWTP

ATTN: Mayo Miller 15 S. Broyles Avenue Fayetteville, AR 72704

Project Name: Fayetteville, AR West Side WWTP

Account Number: 135892 Quote Numbers J19100547427

Revision Number: 1

Thank you for your interest in the HMI Upgrade for the existing Wedeco equipment at the Fayetteville West Side WWTP.

As Xylem is the OEM for the Ultraviolet Disinfection System at your site, Fayetteville West Side WWTP can be assured that all work performed will be of the highest quality, utilizing OEM parts coupled with OEM service procedures. In the following pages you will find a proposed scope of work for the HMI upgrade process, as well as details regarding the additional components requested for quote.

We trust this information meets your expectations. Please don't hesitate to contact us if you have any questions.

We value your business and look forward to working with you.

Sincerely,

Sam Caillouet Aftermarket Territory Manager - Treatment (469) 404-0849



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1 Benefits of the Upgrading HMI

The Wedeco UV System Magelis 10" HMI is obsolete and upgrading the legacy HMI to a 10.4" Red Lion CR3000 series will bring years of product support and interface reliability. And, as the Red Lion CR3000 is being standardized throughout the Fayetteville West Side WWTP, Operations and Maintenance staff familiarity will allow for a smooth transition working with and maintaining the upgraded HMI hardware. The new HMI screens will be programmed to maintain a similar presentation and feel the Fayetteville West Side WWTP operators are familiar with. Therefore, Operators familiar with the Wedeco UV system operation and control functions will have a seamless transition to the new Red Lion CR 3000 HMI. The 10.4" Red Lion CR3000 series comes with modern connectivity including 2 Ethernet ports, 2 RS-232 serial ports, 2 USB ports, 2 RS-485 serial ports, 1 USB device port for upload/download and an expansion port for network modules. By upgrading to the HMI to the Red Lion CR3000 platform, the Fayetteville West Side WWTP will have years of reliability with proven industry standard hardware that is programmed, functionally tested, commissioned and documented by Wedeco factory trained personnel.

2 Scope of Work

Implementation of the upgraded HMI will require on-site installation (by others) into the existing SCE panel door. A special adaptor plate will need to be made (by others) for the Red Lion CR3000 series HMI to fit in the existing hole of the Magelis HMI. Once the new HMI is installed, on-site work will involve terminating power wiring at the HMI and connecting Ethernet communication. Once the HMI is wired, a Wedeco factory trained controls engineer will test the function and communication between the SCE PLC and HMI. A Wedeco factory trained field service technician will then carry out a standard commissioning procedure to ensure that the UV system is operating as designed per details in the O&M manual. The controls engineer and field service technician will team together to optimize functionality of the UV system throughout the commissioning process. Red lined as-built drawings will be created while on site and AutoCAD drawings will be created after commissioning. All drawing and BOM changes will be captured and new documents will be transmitted to Fayetteville West Side WWTP to update the existing Wedeco UV System O&M manual. One (1) day of Operator training will be provided immediately following HMI commissioning.

Account number: 135892 Page 4 of 7 Date: October 8, 2019



3 Scope of Supply & Pricing

Scope of Supply

Hardware and labor

- One (1) HMI Red Lion CR30001000000420
- Translate sixty (60) HMI Red Lion screens maintain same presentation and arrangement from legacy Magelis HMI
- Bench test functionality of sixty (60) new screens in office
- One (1) Controls Engineer one (1) trip for up to four (4) days for on-site testing, commissioning and training
- One (1) Field Service Technician one (1) trip up to four (4) days for on-site testing, commissioning and training
- Field functional testing, commissioning, UV system observation
- Red line existing drawings in field
- Field Report and Site Acceptance Test (SAT) documentation
- Update and transmit new SCE Bill of Material (BOM) and drawings for insertion in existing O&M manual

Total Project Price: \$ 47,399

NOTE:

Parts suggested are based on the nature of the issues reported. All parts may not be used.

Account number: 135892 Page 5 of 7 Date: October 8, 2019



4 Commercial Terms & Conditions

Incoterm: DAP - Delivered At Place Named Placed: Jobsite

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Validity: This Quote is valid for thirty (30) days.

Terms of payment: N30

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

General Equipment / Workmanship Warranty: Standard warranty terms apply to the items in this quotation.

Schedule: Submittals are not applicable. Delivery lead times for service are subject to technician availability after order acceptance.

Terms of Delivery: PP/Add Actual Surcharge

Terms and Conditions: This quotation is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and are incorporated herein by reference and made a part of the agreement between the parties

Back charges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Account number: 135892 Page 6 of 7 Date: October 8, 2019



Customer Acceptance: A sign	ed facsimile copy of this quote is acceptable as a binding contrac	t.
Signature:	Name:(PLEASE PRINT)	-
Email:	Phone:	_
Date:	PO#:	