

SPECIAL CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, January 8, 2018

5:30 p.m.

Meeting 5088

CALL TO ORDER

ROLL CALL

INSTALLATION OF CITY COMMISSIONERS

Brian Delzeit, Joyce Warshaw, Kent Smoll

NEW BUSINESS

Approval of Quote for 2-Gas Chromatographs for Bio-Gas Upgrading Facility

EXECUTIVE SESSION

Non-Elected Personnel

EXECUTIVE SESSION

Employer-Employee Negotiations

ADJOURNMENT

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: January 4, 2018

*Subject: Gas Chromatographs for Bio-Gas
Upgrading Facility
SS 1601.*

Agenda Item: New Business

Recommendation: Approve the quote from UCI for 2-Gas Chromatographs (GCs) for the Bio-Gas Facility in the amount of \$219,411.00.

Background: As part of the EPA certification of the Bio-Gas Facility, Warrior Project, heat values (BTU quantity) of the raw gas from both the municipal and industrial anaerobic lagoons must be monitored and reported. The GCs will also allow CH₂M to monitor the following constituents in the raw bio-gas; methane, carbon dioxide, nitrogen, and oxygen to better operate the up-grading facility. Data from these unit could allow staff to be more efficient in the production of raw bio-gas. Staff, the engineer, and the contractor have always known that some type of equipment would be required for this purpose, therefore a dollar amount for monitoring equipment was included in the GMP. A \$150,000 was set aside in the GMP for this equipment. However, it was thought that a Mass Spectrometer (Mass-spec) would be required. But as more information was gathered, we realized that a Mass-spec would not meet our needs and the cost of a Mass-spec would be an additional \$350,000 on top of what was budgeted. It was determined that the GCs would monitor the required constituents and calculate the heat value of the two streams of the raw gas. PEC requested quotes from two vendors of GCs. Quotes were received from Emerson and Siemens. The Emerson unit will perform the necessary heat calculations and monitoring for approximately 25% less than the Siemens unit. Therefore, staff decided to use the Emerson unit. By monitoring the heat value of the raw-gas we can maximize the number of D3 RIN credits produced from the Bio-gas. D3 RIN Credits are sold at a higher value than the standard D5 RIN credits that we would be eligible for without the GCs and the heat calculations and monitoring. This decision does need to be made in a timely manner as the lead time for the GCs is 15 weeks, installation will take an additional three weeks. Once installed the facility can be inspected by a third party engineer as required for EPA certification.

Justification: The GCs is required for the EPA Certification of the Warrior Project. With the GCs, we will be able to maximize our income potential of the facility.

Financial Considerations: The GMP included \$150,000 for monitoring equipment. The GCs and installation will require roughly an additional \$70,000. As part of the GMP there was \$200,000 set aside for contingencies. To date we have used approximately 10% of this amount. Also included in the GMP was the cost of a standby generator at \$560,000. This item was deleted when it became apparent there was no need to run the facility when line power was down. Therefore, funds are available within the original GMP to cover the additional cost of the GCs. Factoring the cost over runs and some cost saving measures we have made, it appears that we will be below the GMP dollar amount when the project is completed.

Purpose/Mission: The completion of this project will enable the City to sell the upgraded bio-gas generated at the South WWTP for another income source for the City.

Legal Considerations: The City will be responsible for payment of the additional cost of the monitoring equipment beyond what was budgeted in the GMP.

Attachments: The quote from UCI for the cost of the Emerson GCs and installation of the equipment.



January 4, 2018

City of Dodge City
Attention: Ray Slattery

Reference: Dodge City Warrior Road Project – Gas Chromatographs

Dear Ray,

We are pleased to provide you with a quote for your consideration for the above project.

Utility Contractors, Inc. (UCI) will supply all materials, equipment, and labor for the installation of two Rosemount Gas Chromatographs as specified in the attached request for quote.

One GC will be provided in each of the north and south gas handling buildings. Sample tubing from gas piping within the blower buildings to each GC will be ¼" SS with Swagelok fittings. The GC's will be mounted using stands and hardware provided by the manufacturer. Carrier and calibration gases, tanks, and regulators will be provided by the manufacturer.

Pricing includes provision and installation of conduit and wiring to the GC's in each building for 120VAC from the existing panelboard, (2) discrete inputs and (5) analog inputs to the PLC. Conduit and wiring installation will comply with the Class1, Division 1 environment. Pricing includes Pedrotti's proposal for Control Modifications, programing configuration and testing.

Emerson has included an estimated cost for startup services, user training and freight. Actual freight costs may vary and can be billed separately. Emerson does not anticipate startup and training costs to exceed quoted amounts, but startup and training are billed on T&M rates included in the quote, and can be billed separately.

Leadtime on equipment is 15 weeks from approval. Mechanical installation will take 2-3 days, and 2 weeks for electrical, SCADA/Programming, and startup/Training.

Base Price for Installed Equipment	\$201,333.00
Startup & Training	\$15,678
Freight	\$2,400
Total Price	\$219,411.00

Sincerely,

UTILITY CONTRACTORS, INC.

Loren Schroeder

Loren Schroeder



Proposal Number: 72753 R3

For: PEC for 770XA LF8 'Landfill'

Customer Data		Ordering Information	
Company	Professional Engineering Consultants PA 303 South Topeka Wichita, KS 67202 USA	Order From	Rosemount Analytical Inc GC Division 10241 W Little York Rd, Ste 200 Houston, TX 77040
Attention	Nicole Franken, PE	Contact	John W Martin
Phone	316.206.1343 Direct 816.714.8241 Cell	Phone / Fax	713.396.8868
Email	Nicole.Franken@pec1.com	e-Mail Order	GC.CSC@Emerson.com
Reference	Landfill LF8		
Proposal Data		Visit: EmersonProcess.com	
Proposal #	72753 R3	Sales Contact: Jeff Derks	
Dated	Thursday, January 4, 2018	Phone: 816.214.2355	
Valid for	30 days	Email: Jeff.Derks@Emerson.com	
Shipment	15 weeks	Technical/Application Support Specialist: John W Martin	
F.O.B.	Houston Factory	Phone: 713.396.8868	
Terms	Net 30 days	Email: John.Martin2@Emerson.com	

Ms Franken:

Thank you for the opportunity to propose a 770XA Gas Chromatograph System with a Landfill (LF8) application to perform your stream measurements. Please see Application Notes included in this proposal for technical details. R2 adds field service & a day of informal onsite training. Also removes loose cylinder regulators as an option -- these are included in the carrier & calibration gases. **R3 adds 'TraceErase' scrubber and attaches answers to questions. See Exceptions & Clarifications section. Also changes the quantity to (2) for each line item.**

We appreciate your interest in Emerson Process Management and thank you for your consideration. If you have any questions or require additional information, please feel free to contact me at (713) 396-8868.

Please note: For any Purchase Order ("Order") released by Buyer pursuant to this Quote, Buyer agrees the sale of any Rosemount Goods or Services shall be governed exclusively by the Rosemount Analytical Inc. Terms and Conditions of Sale ("Agreement") which are attached hereto and made a part of this Quote, and any subsequently released Order, and shall then form the Agreement between the parties. Moreover, unless otherwise agreed to by the parties in writing, Rosemount hereby rejects any and all Terms and Conditions found on any Purchase Order released that contradict or are at variance with the Rosemount Terms and Conditions of Sale and all such Terms and Conditions shall be null and void and shall have no force or effect.

Sincerely,

John W Martin
Application Support Specialist
Emerson Automation Solutions
Gas Chromatograph Division
Phone: (713) 396-8868
Fax: (713) 466-8175
John.Martin2@Emerson.com

cc: Loren Schroeder, Jeff Derks

Please forward purchase orders to:
CSC
GC.CSC@Emerson.com

Upon submittal of your purchase requisition, please ensure all the items listed below are included to avoid delays in the processing and delivery of your order.

- P.O. Number
- Customer Need Date
- Bill To Address
- Ship To Address
- Shipping Instructions
- Freight Terms
- Payment Terms
- Tax Exemption Document (if applicable)
- Agreed Terms & Conditions
- End User Name
- End User Address
- End User Contact Name & Phone Number

Item	Qty	Description	Unit	Total
1	2	770XA Gas Chromatograph - Natural Gas (770XA)	\$ 41,470	\$ 82,940
		Order Model#: 770XA-BR-C-F-AC-SK-AN-BN-N-S4-LF8-S-S		
		BR Branding: Rosemount Analytical		
		C Hazardous Area Rating and Approvals: CSA - Class I, Division 1/Zone 1		
		F Mounting: Floor-mount		
		AC Power: Universal 85 to 240 VAC		
		SK Front Panel: LCD - Color Local Operator Interface		
		AN Additional* I/O and Serial/Modem Communications - Slot A: None		
		BN Additional* I/O and Serial/Modem Communications - Slot B: None		
		N FOUNDATION Fieldbus Interface: None		
		S4 Stream Switching: Internal (up to) 3 Sample Streams & 1 Calibration Stream (Single Block)		
		LF8 Oven Assembly/Application: Landfill Gas - 8 min.		
		S Internal Interconnect Cable and 2nd Solenoid Driver Board: Single Interconnect Cable and Single Solenoid Driver Board		
		S Application Software: Standard GPA 2172/GPA2145		





Item	Qty	Description	Unit	Total
2	2	Sample Conditioning System for 770XA GC (BTUSCS)	\$ 2,070	\$ 4,140
		Order Model#: BTUSCS-1G-NG		
1G		Sample Conditioning (Calibration stream included with each plate):	1 Stream Plate, with Fast Loop/Membrane Filter	
NG		Grab Sample:	None	

Item	Qty	Description	Unit	Total
3	2	Genie® Probe Reg w/HSNG/GAG/RLF, 3/4" NPT, 4" LN	\$ 3,509	\$ 7,018
		Order Part#: 2-4-5000-610		

Item	Qty	Description	Unit	Total
4	2	Carrier Gas System, (2) 9" x 52" Cylinders, Helium (99.995%) w/two-stage regs (CGA 580) & Manifold (Allows Cylinder replacement w/o GC interruption)	\$ 4,623	\$ 9,246
		Order Part#: 2-3-9100-037		

Item	Qty	Description	Unit	Total
5	2	Calibration Gas, (1) 15" x 45" Cylinder, w/two stage regulator (CGA 510). Certified Blend: Methane 47%, CO2 40%, Argon (for Oxygen) 3%, Nitrogen 10% 240psig	\$ 4,250	\$ 9,500
		Order Part#: TBD		



Item	Qty	Description	Unit	Total
6	2	Cylinder Rack to accommodate (2) Carrier Cylinders, (1) Calibration Cylinder	\$ 998	\$ 1,996

Order Part#: 2-9-0000-997

(Note: Cylinder Rack designed for '15" Diameter Low Pressure Cal Cylinder'...See Line item 5)

Item	Qty	Description	Unit	Total
7	2	Packing & Crating for Domestic (US) shipment	\$ 567	\$ 1,134

Order Part#: 2-9-9060-214

Item	Qty	Description	Unit	Total
8	1	Trace-Erase Scrubber	\$ 5,777	\$ 11,554

Order Part#: 2-4-5001-062

Total: \$127,528

LANDFILL GAS, 8-MINUTE (LF8): APPLICATION DESCRIPTION

Stream Components	Measured Ranges
Nitrogen	0-10%
Oxygen	0-10%
Methane	0-80%
Carbon Dioxide	0-60%

Analysis Time: 8-Minutes or less

8-Hour Repeatability (Ambient): ± 3.0 BTU in 1000 scf.

24-Hour Repeatability -18 to 55°C (0-130°F): ± 5.0 BTU in 1000 scf. (Each GC is factory tested for 24-hours in Emerson's environmental chamber, which cycles over a temperature range of 0-130°F)

EXCEPTIONS & CLARIFICATIONS

1. Price includes MON 2020 interface software and (1) electronic set of manuals and documentation. Documentation is defined as one (1) electronic copy each of the hardware and software manuals and system parameters/drawings. Hard copies of the hardware and software manuals are charged at \$272 per set/each. Consult factory for pricing if additional copies of documentation, including drawings, are required.
2. Please add an additional \$99 each for any certificates that may be required; including Certificate of Compliance, Certificate of Origin, or Hazardous Area (CSA). Calibration/test data will be included in the parameter list/documentation included with the GC when shipped.
3. Availability of drawings will be advised at the time of the order.
4. **CUSTOMER MUST SUPPLY 20 PSIG VAPOR SAMPLE(S) TO SAMPLE CONDITIONING SYSTEM (SCS)**
5. **Answers to Specific Customer Questions:**

1. Freight to Dodge City, Ks is **estimated** to be \$1,200 PER GC System, \$2,400 total. Typically this is 'Pre-Paid & Added' to the GC invoice at time of shipment.
2. On-Site Startup costs (included in the Field Service Estimate below). A formal Start-up & training request can come from the Field Service group.
3. On-Site Operator Training (Informal, included in the Start-Up Field Service estimate Below).
4. Please provide detailed startup & training outline (Have Requested this from Field Service Group).
5. Is the mount included? If not, please provide pricing. (Included with the quote: a 'Floor Mount GC' with a Cylinder Rack for Carrier & Calibration standard. **Note:** Cylinder Rack to accommodate 'low pressure' calibration standard 15" Width x 45" Height.
6. Is a specific gas required to purge the sample lines? (nitrogen purge recommended)
7. Does pricing include the Carrier gas? (yes, with regulators & manifold)
8. If not what is the gas and quantity needed? (Cylinder size and carrier type on quote for local purchasing).
 - A. Also what is the Calibration gas and quantity needed? (Recommended cal gas mixture for purchasing locally on quote).
9. Does your price include a scrubber for sample discharge venting? (Trace Erase Included on quote).



Field Service Start-Up & Commissioning (GC & Sample Conditioning System ONLY) Estimate:

Item	Qty	Description	Unit	Total
1	6	Onsite labor*	\$1,840	\$11,040
2	18	Travel time (Round trip by air & auto, portal-to-portal, including to and from site 6 days)	\$131	\$2,358
3	1	Travel and living expenses (includes airfare)	\$2,280	\$2,280
TOTAL:				\$15,678

Notes:

Includes:

(6) 8-hr days @ \$1840/day

Travel time – 18 hrs total @ \$131/hr

Actual time spent on site will be billed at list prices

Travel is R/T by air & auto (6) Days onsite. Travel from Houston – by air to Wichita, KS, then by auto to Dodge City, KS

Travel and living expenses include applicable airfare, hotel, rental car, meals, etc.

Accommodation and Expenses Per-Diem (Includes hotel, food, and rental car) \$280/day

Overtime (in excess of 8 hours per day or Saturday) \$345/hr
Sunday/Holiday \$460/hr

Please call 1-888-801-1452 and reference your PO# to schedule all field services as soon as possible prior to the date a technician is required to be on site

*(1) Day of Informal Operator Training is included after the Start-Up & Commissioning of (2) Identical Units.

Gas Chromatograph Application Guarantee

Rosemount Analytical ("Rosemount") guarantees the equipment supplied will perform to Rosemount's published specifications or Rosemount will either remedy the defective portion of the product at its sole expense, or take the equipment back and refund the equipment cost to the client. This guarantee will expire 90 days following successful start-up and commissioning and is valid only if the following application information is conveyed before commencement of equipment manufacture to Rosemount:

- The entire stream composition is given and quantified
- All start-up / shut-down conditions are given
- All upset conditions are given
- The temperatures and pressures at the process sample point are given
- The return pressures for bypass and vent(s) are given
- Any component polymerization, contaminants, solvents, corrosives, abrasives, catalyst fines, pipe rouse, lubricants, additives, or other foreign matter is identified
- Any other information Rosemount requests specific to the application is given

And Rosemount supplies:

- the Process Gas Chromatograph(s)
- the sample handling system (excluding sample transport tubing)
- the sample conditioning system
- the process probe(s)
- all required software, for IBM compatible computer(s)
- any other items Rosemount considers essential to proper operation of the equipment

And:

- Sample transport tubing is pre-cleaned and purged by client before equipment start-up
- Rosemount field service personnel turn on initial power to the equipment at site
- Rosemount field service personnel start up and commission the equipment at site, and
- Customer Analyzer technician(s) have attended a Rosemount GC training class.

This Application Guarantee is subject to:

LIMITED WARRANTY: Subject to the limitations contained in The Limitation of Liability Clause herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured or Services provided by Seller will be free from defects in materials or workmanship under normal use and care until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.



Acceptance of this offer is limited to acceptance of the express terms of the offer set forth in the attached Terms and Conditions of Sale, including, but not limited to, SELLER's Limited Warranty in Section 5 and Limitation of Remedy and Liability in Section 6. Any proposal for additional or different terms or attempt by BUYER to vary any of the attached terms hereof in BUYER's acceptance by purchase order or otherwise shall not operate as a rejection of this offer to sell, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by BUYER without said additional or different terms. If this document shall be deemed an acceptance of a prior offer by BUYER, such acceptance is expressly conditional upon BUYER's assent to any additional or different terms set forth on the attached Terms and Conditions. Leases between BUYER and Emerson Financial Services are subject to approval and execution of required documentation.

Terms and Conditions of Sale

Rosemount Analytical, Inc

These terms and conditions the attendant quotation or acknowledgment, and all documents incorporated by reference therein, binds seller, (i.e., Rosemount Analytical, Inc. or other Emerson Process Management Group Company), hereinafter Seller, and the buyer, as referenced on the face of the purchase order (Order), hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 10) firmware incorporated therein.

1. PRICES: Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the Order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

2. DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION: All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the Order. Notwithstanding any provisions to the contrary in this or other documents related to this trans-action, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller. Notwithstanding any provision to the contrary, if delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for inspection, customer checkout (CCO), or dispatch, Buyer fails within fourteen (14) days of such notice: (i) to take the Goods, or (ii) provide adequate shipping instructions, or (iii) attend inspection or (iv) specify a CCO date; Seller shall be entitled to place the Goods into a suitable storage at Buyer's expense. At that time, delivery shall be deemed to be complete, risk and title of the Goods shall transfer to Buyer, and Buyer shall pay Seller Net 30 days from date of Seller's invoice.

3. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

4. TERMINATION AND SUSPENSION BY BUYER: Buyer may terminate or suspend its Order for any or all of the Goods/Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension. Any changes affecting the Goods or Services made by Buyer shall only be binding upon Seller if agreed to by Seller in writing and any resulting adjustment to price, schedule, or both shall be mutually agreed in writing. Seller may cancel any Order or terminate any agreement without liability to Seller if Buyer fails to meet the conditions specified herein.

5. LIMITED WARRANTY: Subject to the limitations contained in Section 6 herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Except as specified below, Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services (except as specified below) are warranted for a period of ninety (90) days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.



Proposal Number: 72753 R3

For: PEC for 770XA LF8 'Landfill'

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.

7. PATENTS: Subject to the limitations contained in Section 6, Seller shall defend any suits brought against Buyer based on a claim that use of the Goods manufactured by Seller constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer: promptly notifies Seller in writing of the filing of such suit or the threat thereof; permits Seller to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Seller for the defense of such suit. In the event that only the Goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller shall not be liable for infringement, and that Buyer shall fully indemnify Seller therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by Seller or in a manner for which the Goods were not designed by the Seller or if the Goods were not designed by the Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

8. TAXES: Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income. Prices do not include any sales, use, excise, value added or similar taxes. Taxes shall be the responsibility of Buyer and Seller shall include them on all invoices, absent the receipt of a valid exemption from Buyer.

9. TERMS OF PAYMENT: Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

10. SOFTWARE AND FIRMWARE: Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

11. BUYER SUPPLIED DATA: To the extent that Seller has relied upon any data or information supplied by Buyer to Seller ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

12. EXPORT/IMPORT: Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied. Accurate and complete disclosure of destination and end user is required of all product scheduled for overseas shipment.

13. GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two [2] years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Missouri. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Goods involved in such actions were manufactured. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement (i) Seller specifically objects to the application of any Federal Acquisition Regulation ("FAR") or other governmental procurement provision or clause to this Agreement. (j) The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under this Agreement or any agreement into which it is incorporated by reference. (k) Seller does not agree to: (i) indemnify Buyer; or (ii) name Buyer as an additional insured.

Form A (4/2011)



Order/Quote Screening Form

Date:

Purchase Order/RFQ Number:

Project Name/Number:

A. Company Purchasing this Equipment

Check if included on PO or complete below

Buyer Name
Company Name
Address 1
Address 2
City
Country

B. Consignee/Ship To

Check if included on PO or same as Block A or complete below

Contact Name
Company Name
Address 1
Address 2
City
Country

C. End User/Ultimate Destination Check if same as Block A

Check if included on PO or Check if same as Block B complete below

Company Name
Address 1
Address 2
City
Country

D. Additional Parties (Banks, Forwarders, Carriers)

Check if included on PO or complete below

Party 1
Party 2
Address
City
Country

Application Information

End Use: Missile Nuclear Nuclear- Sensitive Chemical Biological Other

What does the End-User manufacture in general:

Process fluid(s) / Gases: (be specific):

Specific End Product being manufactured with this equipment:

Is "Heavy Water" a by-product of production? Yes No

End-Use Standard Industry Codes (SIC) – Please check one as appropriate

SIC Code	Description	SIC Code	Description
Chemical (except 2830 Pharmaceutical)		Food & Beverage (includes Tobacco)	
2810	<input type="checkbox"/> Industrial Inorganic Chemicals excludes gases	2010	<input type="checkbox"/> Meat Processing
2813	<input type="checkbox"/> Industrial Gases	2020	<input type="checkbox"/> Dairy
2820	<input type="checkbox"/> Plastic material and Synthetics	2030	<input type="checkbox"/> Canned/Frozen foods
2840	<input type="checkbox"/> Soap cleaners & Toilet Goods	2040	<input type="checkbox"/> Grain Products
2850	<input type="checkbox"/> Paints and Allied Products	2050	<input type="checkbox"/> Bakery Products
2860	<input type="checkbox"/> Industrial Organic Chemicals	2060	<input type="checkbox"/> Sugar/Confection
2870	<input type="checkbox"/> Agricultural Chemicals (Including Fertilizer)	2070	<input type="checkbox"/> Fats & Oils
2890	<input type="checkbox"/> Misc. Chemical Products	2080	<input type="checkbox"/> Beverages
3000	<input type="checkbox"/> Mfg. Rubbers & Plastics	2090	<input type="checkbox"/> Misc. Food Products
3860	<input type="checkbox"/> Mfg. Photographic Equipment & Supplies	2100	<input type="checkbox"/> Tobacco
2600	<input type="checkbox"/> Pulp & Paper	3556	<input type="checkbox"/> Mfg. Food Machinery
2800	<input type="checkbox"/> Chemical Process OEM		
Natural Gas & Refining		Petroleum	
2900	<input type="checkbox"/> Petroleum Refining	1310	<input type="checkbox"/> Crude Oil Production
4922	<input type="checkbox"/> Natural Gas Transmission	4612	<input type="checkbox"/> Crude Oil Distribution
4924	<input type="checkbox"/> Natural Gas Distribution	1380	<input type="checkbox"/> Oil & Gas Field Services
3856	<input type="checkbox"/> CNG	4613	<input type="checkbox"/> Refined Distribution
4925	<input type="checkbox"/> LPG	1300	<input type="checkbox"/> Oil and Gas Extraction
Others		4911	<input type="checkbox"/> Electric services
2830	<input type="checkbox"/> Pharmaceutical	2831	<input type="checkbox"/> Biotech
3670	<input type="checkbox"/> Electronics & Semiconductors	2950	<input type="checkbox"/> Asphalt
4912	<input type="checkbox"/> Nuclear Power	2200	<input type="checkbox"/> Textiles
2770	<input type="checkbox"/> Printing & Publishing	5000	<input type="checkbox"/> Resellers
4940	<input type="checkbox"/> Water and Waste Treatment	3300	<input type="checkbox"/> Primary Metals and Fabrication
3710	<input type="checkbox"/> Transportation Equipment	8220	<input type="checkbox"/> Universities
9900	<input type="checkbox"/> Non-electrical Machinery	9199	<input type="checkbox"/> Government
4910	<input type="checkbox"/> Power(excluding Natural Gas)	1000	<input type="checkbox"/> Mining of Metals/Non-Metals
9199	<input type="checkbox"/> Government	3730	<input type="checkbox"/> Marine
3800	<input type="checkbox"/> Instrument Manufacturers	9999	<input type="checkbox"/> Other - Please specify:



Authorization

Person Completing this Form:

Name
Company Name
City
State or Province
Country
Phone / FAX

For Office Use Only

Reviewed by:
Date
Result
<input type="checkbox"/> Okay
<input type="checkbox"/> Needs clarification
<input type="checkbox"/> Fail