

Hollywood WWTP – South System, North Systems Hollywood, FL

Attn: Jaun Reyes

Quote: #8825528

Date: September 18th 2015

Re: Proposal

ASCO is providing this quotation per your request dated 9/18/15

We limit the scope of supply for this quotation to the equipment listed.

I. EQUIPMENT INFORMATION

QUOTE NO. 8825528

PROJECT: Hollywood WWTP – South System

1.1. System Information on existing ASCO job, #5503P:

<i>System Voltage, VAC</i>	<i>Frequency, Hz</i>	<i>Phase Arrangement</i>	<i>Enclosure Type</i>	<i>Switchgear Construction</i>	<i>Paint</i>
4160	60	3P, 3W	NEMA1	Metalclad ANSI 37.20.2	ANSI 61

<i>Synchronizing:</i>	<i>Quantity</i>	<i>kW</i>	<i>Operation</i>	<i>Mode</i>
Existing Caterpillar & Katolight Generators	3	750	Parallel with utility	Closed Transition (Momentary/less than 100msec)

1.2. Field Service, Warranty and Shipment:

<i>Start -up Assistance</i>	<i>Training, Hrs</i>	<i>Warranty, Months</i>	<i>Factory Witness Test, Persons</i>	<i>Approval Drawings, Weeks</i>	<i>Shipment (One Lot), Weeks</i>	<i>FOB Point</i>	<i>Freight</i>
2-3 weeks	2 (4) hour sessions	18	Not Included	2-3	24-26	Origin	Included to first destination

I. EQUIPMENT INFORMATION

QUOTE NO. 8825528

PROJECT: Hollywood WWTP – North System

1.1. System Information on existing ASCO job, SO #20568:

<i>System Voltage, VAC</i>	<i>Frequency, Hz</i>	<i>Phase Arrangement</i>	<i>Enclosure Type</i>	<i>Switchgear Construction</i>	<i>Paint</i>
4160	60	3P, 3W	NEMA1	Metalclad ANSI 37.20.2	ANSI 61

<i>Synchronizing:</i>	<i>Quantity</i>	<i>kW</i>	<i>Operation</i>	<i>Mode</i>
Existing Caterpillar Generators	4	1600	Parallel with utility	Closed Transition (Momentary/less than 100msec)

1.2. Field Service, Warranty and Shipment:

<i>Start -up Assistance</i>	<i>Training, Hrs</i>	<i>Warranty, Months</i>	<i>Factory Witness Test, Persons</i>	<i>Approval Drawings, Weeks</i>	<i>Shipment (One Lot), Weeks</i>	<i>FOB Point</i>	<i>Freight</i>
2-3 Weeks	2 (4) hour Sessions	18	Not Included	2-3	24-26	Origin	Included to first destination

II. BILL OF MATERIAL

Providing following items for an existing ASCO job (#5503P):

ASCO Synchronizing Control System designed to automatically start, synchronize and parallel (3) 750KW diesel engine generator sets upon initiation of an automatic sequence with the utility source in momentary closed transition mode. System is rated at 4160VAC, 60Hz, 3-phase, 3-wire and will consist of the following:

New internal control panels (Supplied loose) for existing master control section – (Qty. 1 required) to include following:

Single Programmable Logic Controller (PLC) – GE, RX3i

Synchronizing check relay (Device 25-Basler BE3)

Bus over/under frequency relay (Device 81O/U – Crompton)

Under/over voltage relay (Device 27/59 – Crompton)

Load demand control logic

Bus optimization control logic

NOTE – CT's and Bus PT's will remain as existing and be reused

System test switch located behind locked doors

Solid state DC control power selector system

DC – DC Converter

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing generator control/circuit breaker sections – (Qty. 3 required) EACH to include following:

Digital Synchronizer Loading Controller (DSLCL-2) – Woodward to include following:

Active Synchronizer (Device 25)

VAR/PF Control

Reverse power relay (Device 32)

Single Programmable Logic Controller (PLC) – GE, Versamax type

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing utility control/circuit breaker sections – (Qty. 2 required) EACH to include following:

Master Synchronizer Loading Controller – Woodward MSLC-2

(Lot) Versamax I/O's with power supply, CPU

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

(Qty-1) Remotely located, 24" master operator interface terminal (OIT) in a wall mounted NEMA1 enclosure with UPS.

Providing following items for an existing ASCO job (SO #20568):

ASCO Synchronizing Control System designed to automatically start, synchronize and parallel (4) 1600KW diesel engine generator sets upon initiation of an automatic sequence with the utility source in momentary closed transition mode. System is rated at 4160VAC, 60Hz, 3-phase, 3-wire and will consist of the following:

New internal control panels (Supplied loose) for existing master control section – (Qty. 1 required) to include following:

Single Programmable Logic Controller (PLC) – GE, RX3i

Synchronizing check relay (Device 25-Basler BE3)

Bus over/under frequency relay (Device 81O/U – Crompton)

Under/over voltage relay (Device 27/59 – Crompton)

Load demand control logic

Bus optimization control logic

NOTE – CT's and Bus PT's will remain as existing and be reused

System test switch located behind locked doors

Solid state DC control power selector system

DC – DC Converter

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing dual generator control sections – (Qty. 2 required) EACH to include following:

2-Digital Synchronizer Loading Controllers (DSL-2) – Woodward to include following: - 1 per generator

Active Synchronizer (Device 25)

VAR/PF Control

Reverse power relay (Device 32)

2-Single Programmable Logic Controllers (PLC) – GE, Versamax type - 1 per generator

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing ATS sections – (Qty. 2 required) EACH to include following:

Master Synchronizer Loading Controller – Woodward MSLC-2

(Lot) Versamax I/O's with power supply, CPU

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

(Qty-1) Remotely located, 24" master operator interface terminal (OIT) in a wall mounted NEMA1 enclosure with UPS.

Lot Net Price: \$ 586,500

III. APPLICATION NOTES

1. Manufacturer's name and component types indicated are to establish a standard of quality and reliability. Due to purchasing lead-times and marketing considerations, equivalent components may be provided.
2. The price quoted in this quotation is firm provided if the order is received within 60 business days and released for manufacture within 6 Months from quotation.
3. **Quote for modification work (installation, wiring, etc.) required at the job site and start-up (if required) on existing ASCO Generator Paralleling Switchgear shall be provided by ASCO Services.**
4. **Voltage regulator will need to be upgraded to interface with DSCL-2 Controller by others and to be located at engine.**
5. **All electric and electronic controls associated with engine generator sets such as voltage regulator, governor, etc. shall be provided and mounted at the engine generator sets by others.**
6. **Load sharing function will be provided as part of DSLC2. Existing 2301A will be used for speed bias.**
7. **Existing door mounted components such as relays, meters, status panels, selector switches and pushbuttons, etc. will remain as is with existing doors.**

IV. GENERAL QUOTATION NOTES

1. ASCO limits the scope of supply for this quotation to the equipment and services listed. ASCO reserves the right to reprice the system if any deviations are made to the attached bill of material.
2. ASCO will warrant the equipment to be free from defects in material and workmanship for the period of 18 months starting from *date of shipment*.
3. ASCO is not responsible for damage to its products through improper installation, maintenance, use, repair or adjustments, or attempts to operate it above its rated capacity or voltage, intentionally or otherwise, or for unauthorized repairs.

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail. No change or addition to, or modification of, this Purchase Order shall be binding upon Buyer unless mutually agreed to, in writing and signed by an authorized representative of Buyer

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall

notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all third party claims, damages, liability, judgments or causes of action, including costs, expenses and reasonable attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order. Seller shall be provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

Seller may self-insure. Seller may utilize any combination of self-insurance, primary or umbrella/excess insurance to meet the requirements hereunder.

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY:

Seller warrants that all Services performed shall be free from faulty workmanship for a period of one (1) year from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER.

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

LIMITATION OF LIABILITY:

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE CONTRACTOR SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

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 THE BUYER AND/OR ITS CUSTOMERS EXCEED THREE TIMES THE PRICE PAID BY THE BUYER FOR THE SPECIFIC SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

THE SELLER AGREES THAT SELLER LIABILITY TO THE BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

City of Hollywood	ASCO Services Inc.
Authorized Signature	Authorized Signature
<div></div>	<div></div>
Printed Name	Printed Name
<div></div>	<div></div>
Title	Title
<div></div>	<div></div>
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