

October 26, 2011

Jim White, P.E.
 Director of Engineering
 Utilities Commission New Smyrna Beach
 P.O. Box 100
 New Smyrna Beach, FL 32170

**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH
 GLENCOE WATER TREATMENT PLANT FILTER UPGRADES AND MODIFICATIONS
 -ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS-**

Dear Mr. White,

The plans and specifications for the above referenced project are at the 100% stage and are ready to advertise for bidding. As such, this is the final Engineer's Estimate of Probable Construction Costs.

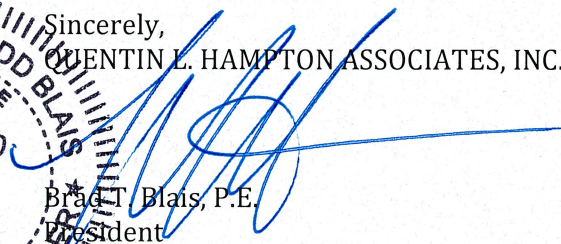
The Owner Direct Purchase (ODP) from ITT Water & Wastewater Leopold Inc. represents a significant portion of the total cost to the UCNSB. A scope of supply for the ODP items is enclosed in this letter. The quoted price from MTS Environmental, the only area representative for the filter manufacturer, is **\$924,552**.

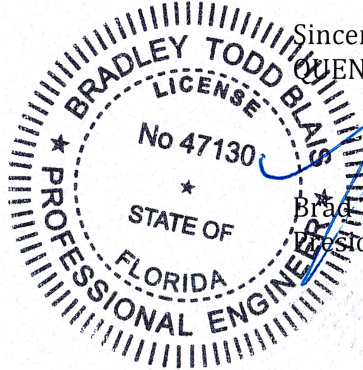
The Engineer's Estimate of Probable Construction Costs for the furnishing and installation of the remaining items is presented in the table below.

Item #	Description	Est. Bid Quantity	Unit	Estimated Cost/Unit	Estimated Total Cost
1	Mobilization	1	LS	\$ 40,000	\$ 40,000
2	Demolition	1	LS	\$ 100,000	\$ 100,000
3	Installation of Owner-Furnished Equipment Supplied by ITT Water & Wastewater Leopold, Inc.	1	LS	\$ 300,000	\$ 300,000
4	Furnish & Install Remaining Equipment	1	LS	\$ 200,000	\$ 200,000
5	Electrical & Instrumentation	1	LS	\$ 100,000	\$ 100,000
6	Site Clean-Up and Restoration	1	LS	\$ 50,000	\$ 50,000
7	Water System Testing & Clearance	1	LS	\$ 5,000	\$ 5,000
8	Allowances	1	LS	\$ 10,000	\$ 10,000
ESTIMATED TOTAL BID COST				\$ 805,000	

The total cost to the UCNSB, considering the Owner Direct Purchase and the cost of furnishing and installing all remaining items shown in the plans and specs, is estimated to be **\$1,729,552**.

Thank you for this opportunity to continue to be of service. If you have any questions, do not hesitate to call.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Brad T. Blais, P.E.
President



The seal is circular with a serrated outer edge. The text inside the seal reads: "BRADLEY TODD BLAIS" at the top, "LICENSE" in the center, "No 47130" below that, "STATE OF FLORIDA" at the bottom, and "PROFESSIONAL ENGINEER" around the inner perimeter. There are two stars on either side of the word "STATE".

BTB:rjc

Enclosures: Owner Direct Purchase Scope of Supply (dated 10/21/2011)



ITT Water & Wastewater

Leopold, Inc.
227 S. Division St.
Zelienople, PA 16063
tel 724-452-6300
fax 724-453-2122
email sales@fbleopold.com

October 21, 2011

PROPOSAL NO.: I11043 Rev 03
TO: To Whom It May Concern
SUBJECT: New Smyrna Beach, FL.
Glencoe WTP

We are pleased to offer the following materials and services by ITT Water & Wastewater Leopold, Inc.

This quotation has been prepared using engineer's plans and specification section 13350.

FILTER UNDERDRAIN SYSTEM:

LEOPOLD UNIVERSAL® TYPE S® UNDERDRAIN:

Under this section, we propose to furnish Leopold Universal® Type S® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in six (6) filter cells (3 dual bay filters). Each filter cell measures 26'-8" lateral run x 13'-6". The total filter area is 2,160 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and supplied with carbon steel "L" anchor rods.

IMS® (INTEGRAL MEDIA SUPPORT) CAP:

Under this section, we propose to furnish 2,160 square feet of IMS® (Integral Media Support) Cap. IMS® cap shall be made of plastic beads sintered together and molded to match the surface of the Leopold Universal Underdrain. The IMS® Cap shall be factory installed to plastic block prior to shipment.

AIR HEADER PIPING:

Under this section, we propose to furnish six (6) Leopold Air Header Assemblies, manufactured from schedule 5, type 304 stainless steel pipe. The air header pipe shall measure 6" in diameter and will run the width of the filter cell. The air header shall commence with a flange approximately 6" inside the filter cell. Mating flange and hardware is to be supplied by others.

The air header pipe will have drop legs to provide air to each of the individual filter laterals.



FILTER CONTROL SYSTEM:

Under this section, we propose to furnish the following FilterWorx™ Automatic Control System for the subject project for controlling the filtration and backwashing operations of three (3) filters. The system will consist of the following equipment:

One (1) Leopold model AFC-5000 Triple Filter Control Panel. The panel will be housed in a Hoffman or equal, NEMA 12 painted carbon steel panel. The panel will include provisions for automatic, semi-automatic, and manual control of the filtration and backwashing operations of three (3) filters. Logic functions will be performed by an Allen Bradley CompactLogix series PLC. Effluent and backwash rate of flow control and indication will be via Leopold model Valve PAC valve positioner/controllers. Manual operation will be independent of the PLC. Operator interface will be via an Allen Bradley 10.5" Panelview Plus touchscreen, Red Lion digital indicators, and Square D type ZB4 selector switches, pushbuttons and pilot lights.

Three (3) 16-inch PFS cast iron venturi flow meters for filter effluent flow to replace existing BIF equipment.

Three (3) Rosemount 3051 Smart differential pressure effluent ROF transmitters. Each transmitter will include a 3-valve manifold.

One (1) lot of spare equipment consisting of: one (1) of each type of PLC I/O module used and two (2) of each type of relay, selector switch, pushbutton, and pilot light used.

AUTOMATIC VALVES:

Under this section we propose to furnish the following Dezurik 150 lb. Class flanged butterfly valves conforming to AWWA C-504. The valves shall be flanged with EDPM seats, 316 stainless steel shafts and cast iron bodies per ASTM A126. Shaft seals should be self compensating split V-type or O-ring packing made of BUNA-N per AWWA C-504 Class B. The valves shall be supplied with the listed electric operators. Limitorque actuators shall be NEMA 4 rated with local visual position indicators, local controls, 2 limit switches, and manual hand wheel override. Quoted voltage is 240v/1ph/60hz.

Description	Size	Operator	Qty.	Comment
Influent	24"	Electric	3	Open/Close
Effluent	20"	Electric	3	Open/Close**
Backwash Waste	20"	Electric	3	Open/Close



Description	Size	Operator	Qty.	Comment
Backwash Inlet	18"	Electric	6	Open/Close
Filter to Waste	6"	Electric	3	Open/Close
Air Inlet	6"	Electric	6	Open/Close
Backwash Supply	18"	Electric	3	Open/Close
Blower Vent	8"	Electric	1	Open/Close**
Butterfly valve	8"	Manual	2	
Butterfly valve	18"	Manual	2	

** Valves modulated via Leopold Valve-Pac.

MANUFACTURER'S SERVICES (CONTROLS SYSTEM):

The services of a qualified Leopold technical representative for **filter control system** startup and operator training will be provided. This service includes fifteen (15) days including travel time to and from the job-site in three (3) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses

MANUFACTURER'S SERVICES (FILTER EQUIPMENT):

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter equipment** will be provided for a period of fifteen (15) days (8 hr/day) on site plus ten (10) days travel time to and from the job-site in four (4) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

PRICING:

Pricing is for shipments on or before April 1, 2012. We do not include any applicable taxes.

MANUFACTURING LEADTIME:

Please consult our factory for manufacturing lead-times.

BASIS of PRICING:



Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation is reviewed by ITT Water & Wastewater Leopold, Inc. before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by ITT Water & Wastewater Leopold, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addresses to ITT Water & Wastewater, Leopold, 227 S. Division St., Zelenople, PA, 16063, USA.

We propose to furnish the material described in this document for a **total selling price of \$_____.**00, f.o.b. factory with full freight allowed to the job site.

For final pricing and further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

MTS Environmental, Inc.
3102 Sawgrass Village Circle
Ponte Vedra Beach, FL 32082
Phone: 904-273-8600
Fax: 904-273-1166

Attention: Bob Solomon

Payment terms:

- 10% net 30 days upon initial submittal of mechanical, electrical and I/C drawings for approval
- 80% net 30 days from the date of the respective shipments of the product
- 5% installation of the Leopold equipment, NTE 150 days after shipment
- 5% start-up / training on the Leopold equipment, NTE 180 days after shipment

Respectfully,

ITT Water & Wastewater
Leopold, Inc



Tony Orchard
Regional Manager, Leopold

Attachment: Terms of Quotation



I11043 REV02 New Smyrna Beach, FL.

ITT Water & Wastewater Leopold, Inc
TERMS and CONDITIONS

DEFINITIONS

Wherever used in these terms and conditions, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Buyer: _____

Seller: ITT Water & Wastewater Leopold, Inc

Purchase Order: Buyer's initial offer to purchase equipment from Supplier dated _____ and identified by the following reference number _____.

THE FOLLOWING TERMS AND CONDITIONS are an integral part of the offer by ITT Water & Wastewater Leopold, Inc to sell the equipment described in Proposal Number I11043 Rev 02 dated 10-20-11.

A. CONTRACT SPECIFICATION: Supplier will be bound by the technical and general portion of the documents that form a part of the prime contract only to the extent that they are applicable to the supply and delivery of the material, equipment and workmanship under the Contract.

B. TERMS OF PAYMENT: Net cash within thirty (30) days after date of invoice, subject to the approval by SELLER'S Credit Department. Interest in the amount of one and one-half percent (1-1/2%) per month will be added to all invoices not paid within thirty (30) days of the date of the invoice.

C. PRICES AND ESCALATION: Prices are based on shipment of all equipment and goods no later than 365 days after Purchase Order Date; if shipment is delayed beyond that date through no fault of SELLER, prices shall be increased at a rate of one and one-half percent (1-1/2%) per month on all equipment shipped and invoiced after that date.

D. TAXES: Sale price does not include any local, state or federal taxes, permit charges or other fees. The BUYER shall pay any taxes, charges or fees that may apply.

E. GENERAL WARRANTY (OTHER THAN MEDIA): SELLER, for the period of fifteen (15) months from date of shipment or twelve (12) months from the date of acceptance, whichever occurs first, warrants its products to be free from defects in workmanship and material under normal use and service and when used for the purpose and under conditions which ITT Water & Wastewater Leopold, Inc recommends that its products be used. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL, REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT OR REINSTALLATION OF REPLACEMENT EQUIPMENT, UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER. BUYER must notify ITT Water & Wastewater Leopold,



Inc immediately upon discovery. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. Freight charges in connection with the foregoing remedies are the responsibility of the BUYER.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify ITT Water & Wastewater Leopold, Inc immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. **NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.**

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. LIMITATION OF LIABILITY. ITT Water & Wastewater Leopold, Inc shall not be liable for indirect, special, incidental or consequential damages or penalties and does not assume any liability of BUYER or others, or to others, for injuries to persons or property resulting from the alleged failure of ITT Water & Wastewater Leopold, Inc products.

G. DELIVERY: SELLER will use reasonable diligence to comply with BUYER'S requested shipping and delivery dates and to obtain similar commitments from the SELLER'S subcontractors and suppliers. SELLER shall not be liable for any loss, damage, expense, or charge of any kind resulting from delays in shipment, delivery, or installation. Without limitation to the foregoing, under no circumstances shall SELLER be liable for any failure or delay in shipment, delivery, or installation resulting from any cause beyond SELLER'S control, including, but not limited to, provisions of law or governmental regulations; accident, explosion, fire, windstorm, flood or other casualty; strike, lockout, or other labor difficulty; riot, war, insurrection, shortage or inability to secure labor, or other services, raw materials, production or transportation facilities, or for delays or failures by third parties to provide supplies, components, services, parts, or equipment required by SELLER to complete the contract. All shipping dates provided at any time by the SELLER are approximate and SELLER shall not be liable in any way for failure to ship in accordance with any shipping dates furnished by SELLER.

H. FREIGHT:

Domestic Shipments -Equipment and goods are quoted "FOB Place of Shipment, freight allowed to first destination". BUYER shall be responsible for filing claims with the carrier for loss or damage of equipment and goods in transit. SELLER reserves the right to select the method of shipment, routing and carrier for all equipment and goods sold freight allowed. Additional transportation cost due to requested routing, method of shipment or other instructions will be added to the price and paid by BUYER.



I. PENALTIES: ITT Water & Wastewater Leopold, Inc will accept no liquidated damage provisions or penalty provisions.

J. TITLE: Title to the equipment and goods described herein shall pass at the time the goods ship from our factory or supplier. (see U.C.C. Sec. 2-401). However, as between BUYER and SELLER, risk of loss shall vest in the BUYER at the time the equipment and goods are put in possession of the carrier.

K. MATERIALS NOT INCLUDED: This Purchase Order includes only those materials and supplies specifically mentioned in ITT Water & Wastewater Leopold, Inc Proposal and it shall not be construed to include wire, conduit, grout, adhesives, mortar or other construction materials which may be necessary to install ITT Water & Wastewater Leopold, Inc equipment.

The equipment described in the Proposal may not meet the letter of the specifications, which this Proposal addresses. In the event that a Consulting Engineer shall determine, upon submission by ITT Water & Wastewater Leopold, Inc of detailed drawings, that the submitted equipment is not acceptable, SELLER shall have the option of either; 1.) Furnishing fully compliant equipment or, 2.) Withdrawal from the contract without penalty.

L. CANCELLATION: Upon cancellation by BUYER of its contract to purchase the equipment, goods and services described in this Proposal, SELLER shall be entitled to recover all direct and indirect costs incurred.

M. ATTORNEY'S FEE: SELLER shall be entitled to recover from BUYER all attorney's fees incurred by SELLER as a result of any breach by BUYER of its contract to purchase the equipment, goods and services described in this Proposal. OFFER AND ACCEPTANCE: This proposal is an invitation to deal and is not intended by SELLER to be an offer of sale. BUYER may offer to purchase the equipment, goods and services described in the Proposal by executing the "Offer to Purchase" below. Upon the subsequent execution of the "Acceptance" below, by an officer of the SELLER at Zelienople, Pennsylvania, this Proposal will become the entire agreement between the BUYER and the SELLER, and no previous communications or negotiations, whether oral or written, shall be of any effect. **THERE ARE NO COVENANTS OR AGREEMENTS, INDUCEMENTS, GUARANTEES, WARRANTIES, ADDITIONS OR CONSIDERATIONS OTHER THAN AS SET FORTH SPECIFICALLY HEREIN.** The parties intend to be legally bound hereby upon the execution of this instrument as a contract. The laws of the Commonwealth of Pennsylvania shall govern this transaction. In the event BUYER issues its own purchase order based on this Proposal, the terms and conditions contained herein shall be deemed to be incorporated in said purchase order or contract, unless exception is taken by specified references thereto.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.



(BUYER)

BY: _____

_____, 20 _____

ITT Water & Wastewater Leopold, Inc

BY: _____

_____, 20 _____