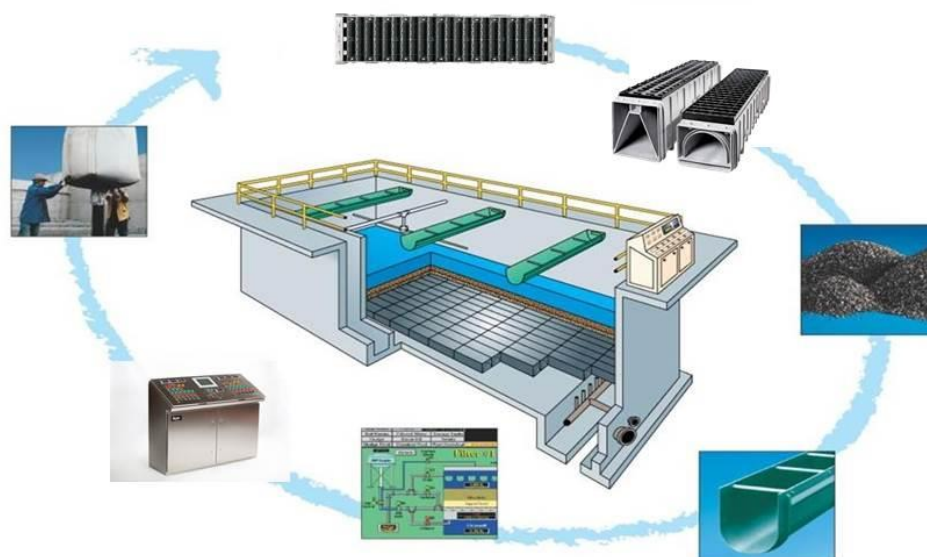


Proposal

Sheboygan WTP Sheboygan, WI



2/14/2023



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400
Zelienople, PA 16063
Mr. Bruce Wolfe
Mobile: 724-504-0366
Email: bruce.wolfe@xyleminc.com

2/14/2023

Project name : Sheboygan, WI – Filter #6
Project number : I23029

To Whom It May Concern:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Sheboygan, WI, WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Bruce Wolfe
Territory Manager

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1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using previous Leopold contract L6-8054 and Leopold specifications.

I.M.S® 200 MEDIA RETAINER:

Under this section, we propose to furnish 186 full sections of I.M.S® 200 media retainer for one dual bay filter (2 cells). The scope includes molded thermoplastic I.M.S® 200 media retainer to be field cut as required and installed by the contractor onto the existing Leopold Universal® Type S® Underdrain block in one filter (2 cells). Included in this section are the required sealant and mounting screws for installation.

Leopold will provide **(4) spare I.M.S® 200 media retainers** for any retainers damaged during field cutting.

Filter #6 is 11'- 2 1/8" x 31' – 0 1/2" (694 total square feet)

NOTE: Field trimming of the IMS 200 caps is required to achieve a proper fit to the existing Type S underdrain blocks.

1.2 SERVICES

MANUFACTURER'S SERVICES:

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the I.M.S® 200 media retainer and flushing of the laterals will be provided for a period of (6) days (8 hr/day) on site plus (4) days travel time to and from the job-site in (2) trips.

2 Price & Scope of Supply

2.1 MAIN SCOPE

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 60 days. Any order received more than 60 days after the date of this quotation is reviewed by Xylem Water Solutions USA, 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 Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400 – Zelienople, PA 16063, USA.

We propose to furnish the material described in this document for **a total selling price of \$48,885.00.**

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

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

Drydon Equipment, Inc.
3033 South 128th Street
New Berlin, WI 53151
Phone: 414-881-3778
Fax: 262-827-9203

Attention: Jeff Williamson

Pricing is based on the following payment terms (net 30 days):
10% following initial submittal for approval
80% following the date of the respective shipments of the product
5% following installation, not to exceed 150 days after shipment of the product
(*whichever comes first*)
5% following start-up, not to exceed 180 days after shipment of the product
(*whichever comes first*)

3 Commercial Terms & Conditions

3.1 DELIVERY SCHEDULE

3.1.1 Production schedule

Submittal of mechanical drawings for approval 4 to 6 weeks after order acceptance.

3.1.2 Delivery time

Delivery 9 to 11 weeks after drawing approval.

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 Xylem Water Solutions USA, 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.

3.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

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

Different terms are hereby rejected unless expressly assented to in writing.

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)

Xylem Water Solutions USA, Inc.

BY: _____

BY: _____

_____, 20 _____

_____, 20 _____