



ChemScan[®] Process Analyzer

Formal Proposal

Applied Spectrometry Associates, Inc. (ASA Analytics), agrees to sell and deliver to the purchaser and the purchaser agrees to buy and accept from the company the ChemScan[®] products and services as described in this proposal, specifically for :

Riviera Beach WTP

Log No.:
160811

Proposal Date:
August 12th , 2016

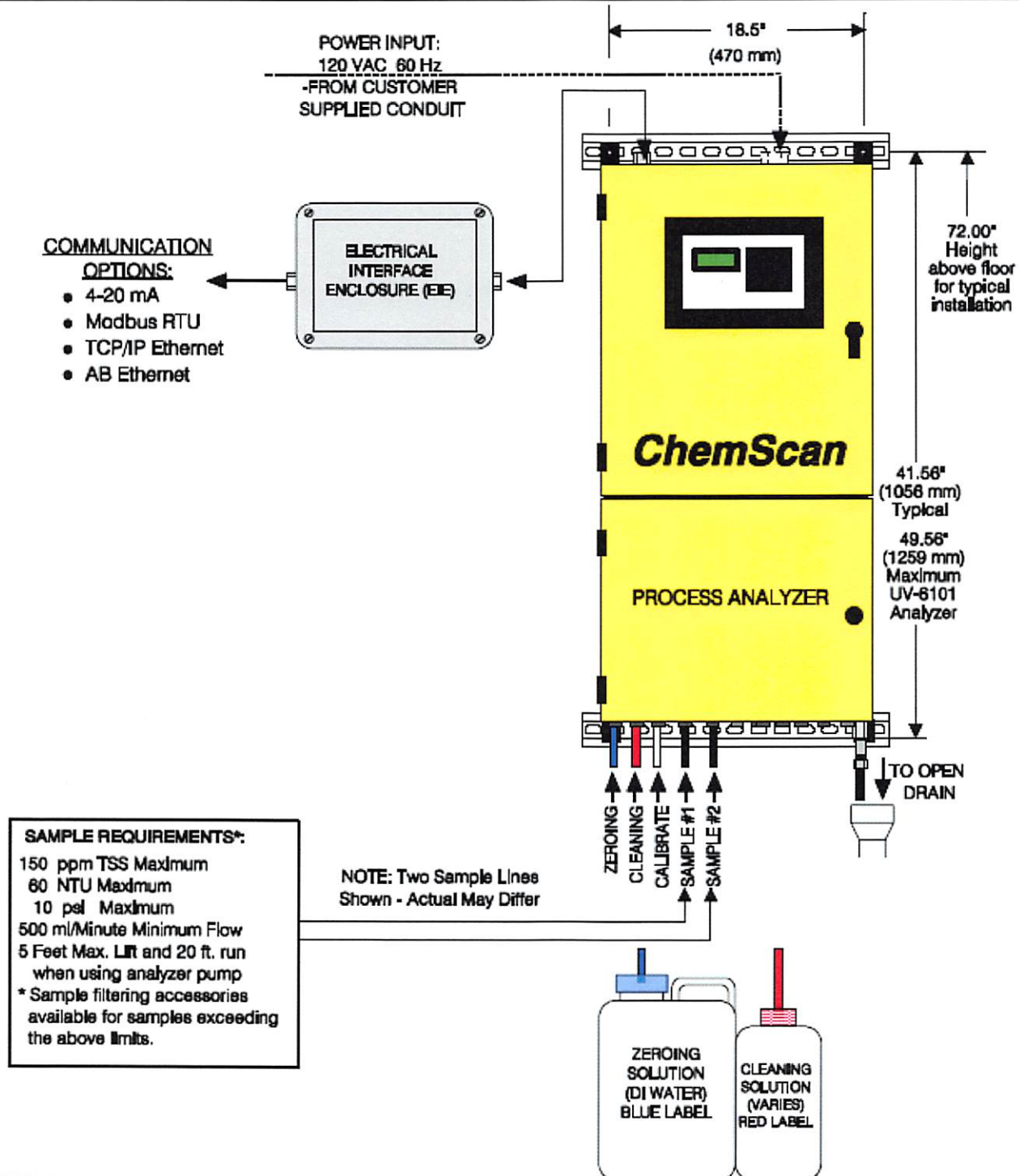
Project Name:
Chloramine / NH3 Analyzers for
Regional Water System Interconnect

Bid Date:
n/a

Engineer: Mike Harper
Universal Controls Instrument Service Co
for U.S. Water Services Corporation
Phone: 863-206-6111
Email: wondertech@att.net

Represented by: EnviroSales of Florida, Inc.
Chuck Hlavach, Sarasota Office
4125 Bee Ridge Road
Sarasota, FL 34233
Phone: (941) 343-9244
Email: Chuck@EnviroSalesOfFlorida.com

Manufacturer: Applied Spectrometry Associates, Inc.
Bruce P. Stevens - SE Regional Manager
2325 Parklawn Drive
Waukesha, WI 53186
(800) 665-7133 Phone
(207) 557-2789 Cell
Email: bps@chemscan.com



ChemScan Process Analyzer - Typical Installation Diagram

ASA, Inc.	PHONE: 282-717-8500
	FAX: 282-717-8530
Applied Spectrometry Associates, Inc. ©'10	
DATE: 12/6/04 REV: 5/17/10	
ChemScan Process Analyzer	
Typical Installation	
FILE # 42CWLLG	

Peak Point Monochloramine Formation Monitor

Item 1 One (1) Wall-Mounted Model UV-2150/S Process Analyzer, including NEMA-4, polyurethane coated, carbon steel electronics module enclosure, main power connection, control circuit board, network communications board and associated software for instrument control, internal memory with lithium battery backup, light source module, spectrograph module with 256 element array detector, external keypad and cabinet mounted display.

A flow cell module consisting of injection type flow cell with expanded path length, reagent injectors, internal manifold including auto zero and clean functions, calibration sample port and two sample lines with a diaphragm analyzer pump, RS-232 serial port and NEMA-3R polymeric enclosure will be provided. Pressure regulator for sample lines greater than 30 psi are by others.

Item 2 One (1) Wall- Mounted ChemScan Electrical Interface Enclosure, including NEMA-4X enclosure, with a customer information module (CIM) and (8) eight , 4-20 mA analog outputs

Item 3 Applied Spectrometry Associates, Inc. single instrument software license for chemometric algorithm suitable for on-line analysis of the following parameters:

Free Ammonia	0.02 – 1.00 ppm as N
Total Ammonia	0.02 – 2.00 ppm as N
Monochloramine	0.01 – 5.00 ppm as CL2
Total Chlorine	0.05 – 5.00 ppm as CL2

Item 4 A 1/2 year supply of chemical reagents for start-up. (DI water and muriatic acid by others). Recipes for future make-up of additional reagents onsite shall be given out during training exercises after the installation of the system

Item 5 Field Service -as follows:

Initial on-site calibration - 1 visit
Operation and Maintenance training – 1/2 day
Also includes travel expenses from Waukesha, Wisconsin.

Note: 1. Mount in indoor or sheltered location with no direct sunlight or excess heat from infrared solar radiation that can elevate the temperatures of the analyzer above 105 degrees F.

2. Sample lines, pumps and piping are by others

3. Power line conditioners and UPS modules are to be provided by others and are not included in this scope of supply, if required.

4. Spectrophotometers are specialized instruments and do not conform to control panel specifications or implied standards suggested by general reference in the specifications.

Exceptions:

1. Secondary enclosures shall be provided by others. Warranty will be null and void if ambient temperatures inside the spectrometer exceed 105 F at any time due to radiant heating and/or lack of adequate ventilation / air conditioning.

Free Ammonia mini analyzers

Item 1 One (1) Wall Mounted ChemScan Model mini-FreeAM Process Analyzer(s), including NEMA-4X lower plumbing enclosure, main power connection, control circuit board, network communications board and associated software for instrument control, internal memory with lithium battery backup, LED light source module, LED detector (mounted on an integrated flow cell described below), external keypad and cabinet mounted display.

Flow cell module consisting of injection type flow cell, reagent injectors, internal manifold including auto zero and clean functions and 1 sample line in each unit, mini PD pumps for zero and clean solutions, RS-232 serial port and NEMA-3R enclosure.

Item 2 Each unit has One (1) Integral Upper Electrical Enclosure including NEMA-4X thermoplastic housing, system communication module and One (1) analog4-20 mA or Modbus RTU output.

Item 3 Applied Spectrometry Associates, Inc. single instrument software license for chemometric algorithm suitable for on-line analysis of the following parameters:

Free Ammonia	0.020 – 2.00 ppm
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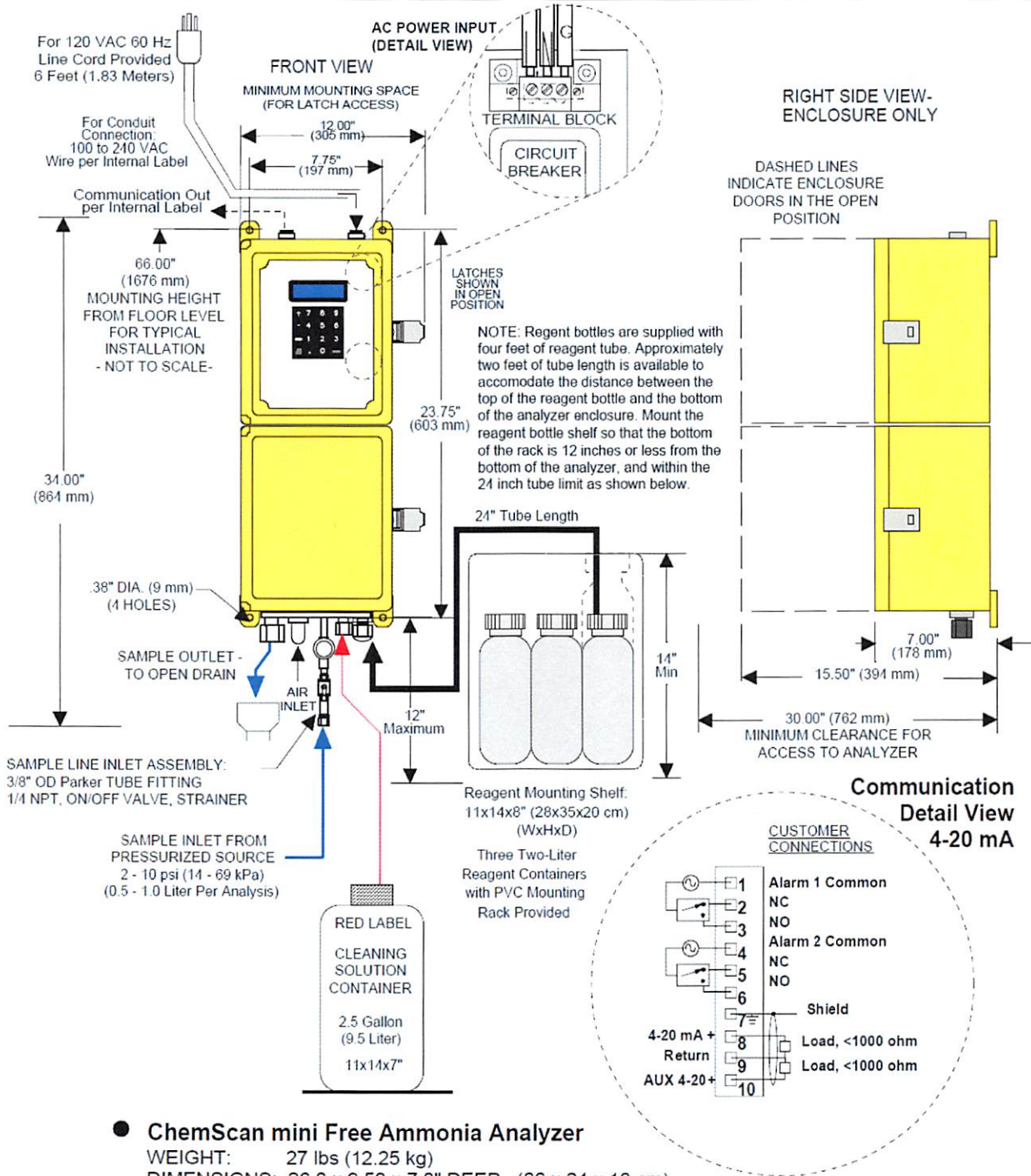
Item 4 One years' supply of reagent s for each parameter and spare pump part kit

Item 5 Field Service - as follows:

No on-site installation assist and calibration by ASA. Phone support is available as needed
Operation and Maintenance Manual is provided and Product installation videos are on website

Note:

1. Analyzer is configured for drinking water sample points, no filtering required.
2. A pumped or pressurized sample delivery system is required. Consult representative for information and pricing if a sample pump is desired.
3. Mount indoors or in sheltered location, no direct sunlight. Shelters or sunscreens are "by others" unless specifically offered above. ASA can supply an FRP shelter if desired. Consult factory for shelter information and price.
4. Please make sure that the unit is installed in a building and is protected from temperature extremes to avoid variations in the readings and possible damage to the system. Ambient conditions are required to be between 5°C and 50°C with provisions for air conditioning, heating or ventilation as needed.



- **ChemScan mini Free Ammonia Analyzer**
 WEIGHT: 27 lbs (12.25 kg)
 DIMENSIONS: 26.0 x 9.50 x 7.0" DEEP, (66 x 24 x 18 cm)
 POWER: 100 - 240 VAC, 50 / 60 Hz, 1 AMP
 ENCLOSURE: NEMA Type 4X Fiberglass Enclosure
 Intended for Installation Indoors

ChemScan mini Free Ammonia Analyzer - Installation Diagram

ASA, Inc.	PHONE: 262-717-9500
	FAX: 262-717-9530
Applied Spectrometry Associates, Inc.	
REV. DATE: 7/30/14	
ChemScan mini Free Ammonia Analyzer Installation Diagram	
FILE # CMFAINS1	

Exclusions: The following items are not furnished under this proposal unless specifically listed in the product description: installation labor; electrical connections and/or power wiring; connection to or interface with external data logging, recording, alarm, control or SCADA devices; sample lines; control algorithms for process equipment or systems; actuators or chemical feed systems for external processes or systems; or spare parts for ChemScan® instruments.

Price Policy: The price quoted is based on a target delivery date of 45 days or less from receipt of an approved submittal package).

This date assumes that an acceptance of this offer or a valid purchase order will be furnished to ASA within 90 days of the date of this proposal, that ASA will furnish a submittal package for approval within 30 days following receipt of a valid order and that an approved submittal package and authorization to fabricate will be returned to ASA within 30 days after submission for approval.

If the order date or submittal approval date is later than the time period shown above, ASA reserves the right to adjust the price and/or delivery date for the items to be furnished under this proposal and any resulting agreement.

Submittals: The submittal package will include the following items:

1. Outline drawing of ChemScan® Process Analyzer system and accessories manufactured by ASA.
2. Top-level schematics and wiring diagrams showing ChemScan® power and data connections.
3. Installation instructions showing mounting and sample line connection details.
4. Equipment specifications for ChemScan® instruments and accessories.
5. Manufacturer's literature for ancillary items not manufactured by ASA but furnished with the ChemScan® system.

Note: Operation and maintenance manual for ChemScan® instruments and accessories will be furnished during on-site operator training.

Price:

A)	UV 2150/S w 2 sample lines (Items 1-5)	\$ 34,938.00
B)	Mini FreeAm w 1 sample line (Items 1-4)	\$ 12,625.00

Taxes:

Any applicable Duties or Sales, Use, Excise or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished).

Terms of Payment:
(Municipal)

20% upon submittals, Net 30 days after receipt

70% upon shipment, Net 30 days after delivery

10% upon startup, Net 30 days after start-up - not to exceed 90 days from shipment

NOTE: WARRANTIES SHALL APPLY ONLY IF PAYMENT IS MADE IN FULL AND IN CONFORMANCE TO THE ABOVE SCHEDULE.

All payments shall be in US dollars, and pro rata payments shall become due as deliveries are made. If delivery is delayed by Purchaser, date of readiness for delivery shall be deemed to be date of delivery for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated.

If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the terms specified, Company may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture of in advance of shipment, or if shipment has been made recover the product(s) from the carrier.

Shipping Date:

45 days or less after authorization to proceed with fabrication - subject to price policy clause.

Delivery Terms:

F.O.B., Waukesha, WI. Freight allowed in price quoted.

Validity:

This proposal is valid for a period of 90 days from the date of the proposal shown above.

STANDARD CONDITIONS OF SALE

1. Terms

Delivery to the transporting carrier shall constitute delivery to the Purchaser and title shall pass at that point, except that a security interest in the product(s) shall remain in Applied Spectrometry Associates, Inc. (Company) regardless of mode of attachment to realty or other property, until the full price has been paid in cash. The Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

Partial shipments may be made and proportionate payments shall become due and payable on partial shipments. Company shall select method of transportation and route. When delivery terms are FOB destination or freight allowed to destination, "destination" means common carrier terminal point (within the continental United States, excluding Alaska and Hawaii) nearest the final destination.

The target shipment date is subject to change due to delay on the part of the Purchaser in supplying the Company with necessary data or any changes therein at the Purchaser's instance, and to delays caused by fires, floods, strikes, accidents, civil or military authority, delays by suppliers of material and any other cause beyond the Company's reasonable control. Delay in delivery for any cause shall in no event subject the Company to any special or consequential damages.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the payment terms specified, Company may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture or payment in advance of shipment, or may, if shipment has been made, recover the product(s) from the carrier.

If payments are not made in conformance with the terms specified herein, the contract price shall, without prejudice to the Company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

2. Warranty

The Company warrants the product(s) on date of delivery to Purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

There are no warranties, express or implied, except the foregoing. The provisions in specifications hereto attached, if any, are descriptive. There is no warranty as to the performance of the product(s) except as may be set forth in a separate performance warranty attached to this proposal.

The foregoing warranties are expressly conditioned upon the ambient operating temperature at no time exceeding 120°F. If temperature at any time shall exceed 120°F, all warranties shall be null and void and the Company shall have no responsibility or liability with respect to the product(s).

The Company shall not be responsible for the deterioration of any kind of the product(s) to corrosion, erosion, or any other cause, regardless of when such deterioration occurs after leaving the Company's premises.

Any item of the product(s) which has not been manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT. THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR CLAIM IN TORT OR CONTRACT IS AS STATED HEREINAFTER.

IF PAYMENTS ARE NOT MADE ON TIME AND IN FULL, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

IF THE PRODUCT(S) ARE NOT INSTALLED, OPERATED AND MAINTAINED IN CONFORMANCE WITH THE COMPANY'S INSTRUCTIONS, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

If, within one year from the date of initial operation, but not more than 18 months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and that such defect interferes with the mechanical operation of the product(s), and promptly notifies the Company in writing thereof, the Company shall remedy such nonconformance (but only if the Company, in its sole judgment, determines that such item or product(s) was not as warranted and that such defect interferes with the mechanical operation of the item or product(s), and in the event of a dispute, the Company's decision shall be final) by, at Company's option, adjustment of the purchase price or furnishing or repairing, depending upon which alternative is most in accord with scientific or engineering principles, without charge, FOB origin, a similar part to replace any part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The Company shall have the option of requiring the return of the product(s), transportation prepaid by purchaser, to establish the claim, or to make repairs or replace parts, or both. No allowance will be made for repairs or alterations unless made with the Company's consent or approval. Company will not be responsible for work done, apparatus furnished or repairs made by others, without prior authorization by the Company.

Replacement parts furnished by the Company shall be warranted as new parts are herein warranted. The same conditions and limitations with respect to the repair or replacement of such replacement item or product(s), as apply to new product(s), shall apply to such replacement parts. Company shall have the right of disposal of parts replaced by it.

Company's liability to Purchaser relating to the product(s), whether in contract or in tort, arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to adjusting the purchase price or correcting the product(s) and under the conditions as aforesaid. The Company shall not be liable for any special or consequential damages resulting in any manner from the furnishing or use of the product(s), whether in connection with any erosive or corrosive gases or liquid or otherwise.

3. Patents

Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result or incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respects to patents.

4. Confidential Information and Improvements

Purchaser will keep confidential and will not use or reproduce any information received from Company in connection with the Proposal or the use, operation nor maintenance of the product(s) except with the written consent of Company. Purchaser will not copy or otherwise reproduce any written or printed material or drawings furnished to Purchaser by Company in connection with the product(s). Purchaser will return all such material to Company if the Proposal is not accepted. Purchaser will not copy the product(s) or make any design drawings of the product(s) and will not permit others to copy or make design drawings of the product(s). Company shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by Purchaser or its employees.

5. General

Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

The laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other document specifically referred to as being a part thereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent to the other party.

Unused spare or replacement parts may be returned FOB factory for credit less a 25% handling and restocking charge.

OFFER

The foregoing is hereby offered.

**ChemScan® Process Analyzers
Applied Spectrometry Associates, Inc.
2325 Parklawn Drive
Waukesha, WI 53186**

By: Bruce P. Stevens Regional Manager

Date: August 12th, 2016

ACCEPTANCE

The foregoing proposal is hereby accepted.

By:

Date: