

REXA, Inc.
 4 Manley Street
 West Bridgewater, MA 02379
 USA
 Tel: (508) 584-1199 | www.rexa.com



Quote # SR2204017
 Quote Date 04/05/2022
 Valid Until 11/07/2022
 Quoted By qiyao
 Revision 2

Project Name: **Pflugerville Pump 2 (STR-76B) MSA Upgrade** Industry: **Water / Wastewater**

Customer Name: **City of Pflugerville** End User Name: **City of Pflugerville**
 Customer Address: **Lake Pump Station** End User Address: **USA**
P.O. Box 589
Pflugerville TX, 78691-0589
USA
 End User Contact:

Item #	Lead Time*(Wks)	Model #	Qty	Unit Price	Extd Price (USD)
1	16	X2R50,000-90-1/2D-A	2	48,400.00	96,800.00

Notes:

Lead Time	16 (wks)
Quote Total (USD):	96,800.00

** Lead time is estimated. Actual delivery time will be confirmed after order placement.*
** Lead times do not begin until all mounting information is received and verified.*

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Item #: **1** Model #: **X2R50,000-90-1/2D-A** Application Name: **Flow Control**

Application Specifications: * **Items highlighted need to be confirmed**

New/Retrofit: Retrofit	Driven Device: Butterfly	Manufacturer: Vanessa	Model: 30,000 Series
Valve/Damper/Gate Size: 18"	Valve Rating: 150	Flow Direction:	Direction To Close: Clock Wise
Stroke/Rotation: 90-Deg	Torque To Open (in-lb): ~30,000	Torque To Close (in-lb): ~30,000	MAST (in-lb):
Open Time (sec): 46	Close Time (sec): 46	Fail-Safe Position: Closed	Trip Time (sec): 3
Existing Actuator Make: REXA		Fail-Safe Condition: Loss of Power Only	
Existing Actuator Model: X2R50,000-90-1/2D-U		Ambient Temperature Min: F Max: F	

Actuator Details:

Output: 50,000 in*lbs	Act. Stroke / Rotation: 90 Degrees (Std.)
Fail Safe Mode: Accumulator Clockwise	Fail Mode Speed: High Speed Solenoid
Temp Rating + Stem Boot: Standard Temp Rating	Manual Override: Handwheel / Drill Drive
Fail-Safe (Trip): N/A	Stroke/Rotation Rate: 46 Seconds Per 90 Rotatio

Control Enclosure Details:

Transformer Supplied: **No** Cable Length:

Valve/Driven Device Connection:

Valve Attach / Size: **Shaft Adapter and Mounting Bracket**
*** Mounting Hardware Included**

Inspection, Documentation & Warranty:

Certified Drawings: Actuator Outline	Other Docs: No Other Documentation
Inspection Level: Standard Inspection	Packaging: Domestic
Warranty: Ten Year	

Notes: Customer Tag Number:

- Repeat (MSA-only) units of C2000472-01, to be used as replacements for C040449-01-03 and C040449-01-01
- New MSA to replace existing X2R50,000-90-1/2D-U (which was an upgrade from the original C040449-01, X1R50,000-90-.25D-U).
- New MSA to be paired with X2 ESA supplied on C1500473-01 and C1500106-01(confirmed to have compatible driver software for new Omega 0.5D motor)
- 10-year warranty included

Lead Time: 16 Weeks	Unit Price: 48,400.00	Quantity: 2	Extended Price: 96,800.00
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1. Coverage: Any Order received by Seller shall be filled in accordance with the terms and conditions of sale set forth herein. No other terms and conditions shall apply unless specifically accepted by Seller in writing. If Buyer submits any additional or different terms they are hereby rejected.

2. Limitation of Liability: Each Order shall be subject to, and Seller shall be excused from, any prohibition, failure, interruption or delay in manufacture or delivery which may be occasioned by sabotage, fire, flood, explosion, labor dispute, strike, work stoppage, riot, insurrection, war, act of, or priorities granted by request of or for the benefit, directly or indirectly, of any government body, authority or agency, shortage of raw materials or supplies, act of God or other cause beyond Seller's reasonable control. In the event of any such prohibition, failure, interruption or delay, Seller may, at its option extend the delivery time or cancel the Order in whole or in part. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE OR CLAIMS FOR LABOR RESULTING FROM FAILURE OR DELAY IN DELIVERY OR LOSS OF PROFIT OF BUYER.**

3. Laws, Codes, Regulation, Safety Devices: Seller intends to comply with all United States federal, state, and local laws or regulations ("Laws") applicable to the performance by Seller of each Order, provided, however, that any failure of Seller to so comply shall not be a defense to, or excuse Buyer from, performance by Buyer of any Order. Compliance with Laws relating to the goods and their installation and use is the sole responsibility of Buyer, and Seller makes no warranty of representation with respect thereto. Buyer assumes the responsibility for providing, installing and maintaining any and all devices for the protection of safety, health and the environment, and shall indemnify and hold harmless Seller against any expense, loss or damage which Seller may incur or sustain as a result of Buyer's failure to do so.

4. Warranty: Seller will at its option, replace or without replacement render credit for, any Products which, if properly selected, stored, serviced and used by the Buyer, shall prove defective within ten (10) years from the date of shipment. No claim shall be allowed by any party other than the Buyer. In no event shall Seller's liability for defective Products or materials exceed the purchase price thereof. Seller shall not be liable for labor, or for any special, consequential, or incidental damages, or for any loss resulting from use of the Products and any material. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH AND NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, SELLER NEITHER MAKES, NOR ASSUMES ANY LIABILITY OR WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE, AND NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY SALES REPRESENTATIVE OF SELLER OR OTHER AGENT OR REPRESENTATIVE OF SELLER WHICH IS NOT SPECIFICALLY SET FORTH IN THIS PARAGRAPH SHALL BE BINDING UPON THE SELLER.**

5. Net Price: The price of each Order delivered as specified will be due and payable, free of expense to Seller for collection of other charges. Standard payment terms are Net 30 days unless explicitly stated otherwise in writing by Seller. Any amounts not paid when due shall accrue interest at the prime rate in effect from time to time (as announced by Bank of America) plus 5%, but in no event greater than the maximum amount allowed by law. Buyer will pay Seller's costs and expenses (including reasonable attorneys' fees and costs) in collecting any amounts due to Seller.

6. Taxes: Any excise tax, levies, or taxes which Seller is required to pay or collect, under any existing or future law or regulation (domestic or foreign), upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Products and material covered hereby, shall be for the account of the Buyer and Buyer agrees to pay this amount thereof to Seller upon request.

7. Title and Risk of Loss: Delivery shall occur, and risk of loss shall pass to Buyer, upon delivery of the Products to a carrier (selected by Buyer) at the Seller's loading dock. Transportation shall be at Buyer's risk and expense, and any claims for loss or damage in transit shall be against the carrier only.

8. Changes: No modification of these terms shall be of any force and effect unless in writing and signed by the party claimed to be bound thereby. Any writing from Buyer proposing or containing any different or additional terms are rejected and of no force or effect. A waiver of any of the terms hereof shall not be deemed a continuing waiver but shall apply solely the instance to which the waiver is directed.

9. Buyer's Specifications: Buyer hereby indemnifies and holds Seller harmless against any liability whatsoever with respect to any patent, trademark or trade name infringement in any way arising out of the preparation or manufacture of any Products in accordance with Buyer's specifications.

10. Subcontracting: Seller may subcontract any or all of the work to be performed by it under this Order. Seller shall retain responsibility for the work subcontracted.

11. Assignment: No right or interest in this contract shall be assigned by Buyer without prior written agreement by the Seller except as provided in the Agreement. No delegation of any obligation owed, or the performance of any obligation by the Buyer shall be made without prior written agreement by the Seller.

12. Termination: The Buyer must provide written or telegraphic notice to the Seller as to termination, cancellation or indefinite delay applying to this Order. In the event of such termination, cancellation or indefinite delay by the Buyer, Buyer shall be liable for the following costs incurred up to the receipt of official notice of Buyer as outlined: 1) 10% of the total price of the order upon order placement, 2) 35% of the total price of the order upon drawing approval, 3) 60% of the total price of the order upon purchasing of major components and 4) 5% more each week after the purchase of major components to a max of 90% of the total price of the order. Buyer shall be liable to Seller for all losses, including loss of reasonable profit and for costs and expenses, including reasonable attorney's fees and costs, sustained by Seller and arising from Buyer's breach of any of the terms and conditions of this Order. In the event of any such breach, Seller may, without obligation or liability to Buyer, terminate this Order forthwith by written notice to Buyer and such action by Seller shall not be deemed a waiver of any right or remedy with respect to such default or breach.

13. Limitation of Liability: IN NO EVENT WILL EITHER PARTY (OR ITS SUPPLIERS OR AFFILIATES) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, LOST PROFIT OR OTHER SIMILAR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, EVEN IF IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

14. General: Failure by Buyer to make any payment due hereunder, or on request to give proper shipping instructions, or to accept delivery at times stated, or to comply with all terms of any contract between Buyer and Seller, shall give Seller, in addition to all other available remedies, the right at its option to deduct any undelivered quantities of Products and material from the total quantity of material to be furnished whether under this Order or any other contract between Buyer and Seller. Buyer grants Seller a first priority security interest in all Products and materials furnished hereunder until Buyer has made payment in full with respect to such Products and materials. Seller may file a UCC financing statement or similar instrument to reflect such security interest. Seller may, at any time or times, suspend performance of any Order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. This Order shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts excluding its choice of laws and conflicts of laws provisions.