

## WAIVER

By signing this waiver, I affirm and acknowledge the following:

I am duly authorized to represent Salton Community Services District (Discharger) in connection with Administrative Civil Liability Complaint R7-2014-0062 (Complaint). I am informed that California Water Code section 13323, subdivision (b), states that, "a hearing before the regional board shall be conducted within 90 days after the party has been served with the complaint. The person(s) who have been issued a complaint may waive the right to a hearing."

**OPTION 1: Check here if the Discharger waives the hearing requirement and will pay the liability in full.**

- a. I hereby waive any right the Discharger may have to a hearing before the Regional Water Board.
- b. I certify that the Discharger will remit payment for the proposed civil liability in the full amount of **\$19,810** by submitting a check that references "ACL Complaint R7-2014-0062" made payable to the State Water Pollution Cleanup and Abatement Account. Payment must be received by the Regional Water Board within 30 days from the date on which this waiver is executed or the Regional Water Board may adopt an Administrative Civil Liability Order requiring payment.
- c. I understand the payment of the above amount constitutes a proposed settlement of the Complaint, and that any settlement will not become final until after a 30-day public notice and comment period. Should the Regional Water Board receive significant new information or comments from any source (excluding the Water Board's Prosecution Team) during this comment period, the Regional Water Board's Assistant Executive Officer may withdraw the complaint, return payment, and issue a new complaint. I understand that this proposed settlement is subject to approval by the Regional Water Board, and that the Regional Water Board may consider this proposed settlement in a public meeting or hearing. I also understand that approval of the settlement will result in the Discharger having waived the right to contest the allegations in the Complaint and the imposition of civil liability.
- d. I understand that payment of the above amount is not a substitute for compliance with applicable laws and that continuing violations of the type alleged in the Complaint may subject the Discharger to further enforcement, including additional civil liability.

**OPTION 2: Check here if the Discharger waives the 90-day hearing requirement in order to engage in settlement discussions.**

I hereby waive any right the Discharger may have to a hearing before the Regional Water Board within 90 days after service of the complaint, but I reserve the ability to request a hearing in the future. I certify that the Discharger will promptly engage the Regional Water Board Prosecution Team in settlement discussions to attempt to resolve the outstanding violation(s). By checking this box, the Discharger requests that the Regional Water Board delay the hearing so that the Discharger and the Prosecution Team can discuss settlement. It remains within the discretion of the Regional Water Board to agree to delay the hearing. Any proposed settlement is subject to the conditions described above under "Option 1." In these discussions, the Discharger may raise settlement options including supplemental environmental projects and enhanced compliance projects that meet the State Water Resources Control Board's requirements for such projects, see [http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/docs/enf\\_policy\\_final111709.pdf](http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf) and [http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/docs/rs2009\\_0013\\_sep\\_finalpolicy.pdf](http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/rs2009_0013_sep_finalpolicy.pdf).

**OPTION 3: Check here if the Discharger waives the 90-day hearing requirement in order to extend the hearing date and/or hearing deadlines. Attach a separate sheet with the amount of additional time requested and the rationale.**

I hereby waive any right the Discharger may have to a hearing before the Regional Water Board within 90 days after service of the complaint. By checking this box, the Discharger requests that the Regional Water Board delay the hearing and/or hearing deadlines so that the Discharger may have additional time to prepare for the hearing. It remains within the discretion of the Regional Water Board to approve the extension.

Mitch Mansfield General Manager  
(Print Name and Title)  
[Signature]  
(Signature) 12-1-14  
(Date)



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*Serving the West Shores of the Fabulous Salton Sea*

December 2, 2014

Robert Purdue, Executive Director  
Colorado River Basin Regional Water Quality Control Board  
73-720 Fred Waring Drive Suite 100  
Palm Desert, CA 92260

**Re: Proposed Enhanced Compliance Actions (ECA): Administrative Civil Liability Complaint R7-2014-0062**

Dear Mr. Purdue

Attached is a Quotation dated September 19, 2014 addressed to the Salton Community Services District from Hadronex for installation of designated SmartCover ® and SmartFloe™ Monitoring Systems for the District's wastewater system.

The District proposes that the Regional Water Quality Control Board approve the settlement of the use of the proposed liability under Liability Complaint R7-2014-0062 towards the monitoring system. The cost of the system is \$15,195.00 which the District will pay directly to Hadronex.

If this letter meets with your and the Board's satisfaction please indicate by countersigning a copy of this letter and returning it to the undersigned. We will provide you with proof of installation and payment for the system once it has been completed.

If you have any questions do not hesitate to contact the undersigned. Thank you.

Very Truly Yours

Mitch Mansfield, General Manager

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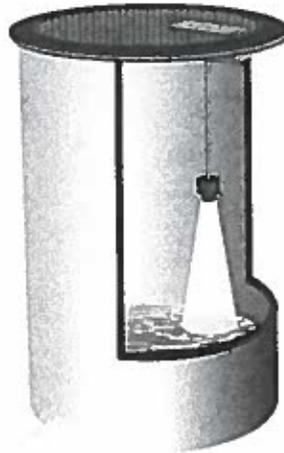
Approved: Robert Purdue, Executive Director

## QUOTATION

For

**Salton Community Service District**

**For SmartCover® and SmartFLOE™  
Monitoring Systems**



**Quotation Date: Friday September 19, 2014**

**Term of Quotation from above Quotation Date  
Valid for 30 days.**

Hadronex is pleased to provide the following Budgetary Proposal with system description and warranty information.

# SMARTCOVER® Site Survey Only - SmartFloe Estimation

Customer Name	
Site Name	
Other Name	

Date	
Company Name	

### Location GPS

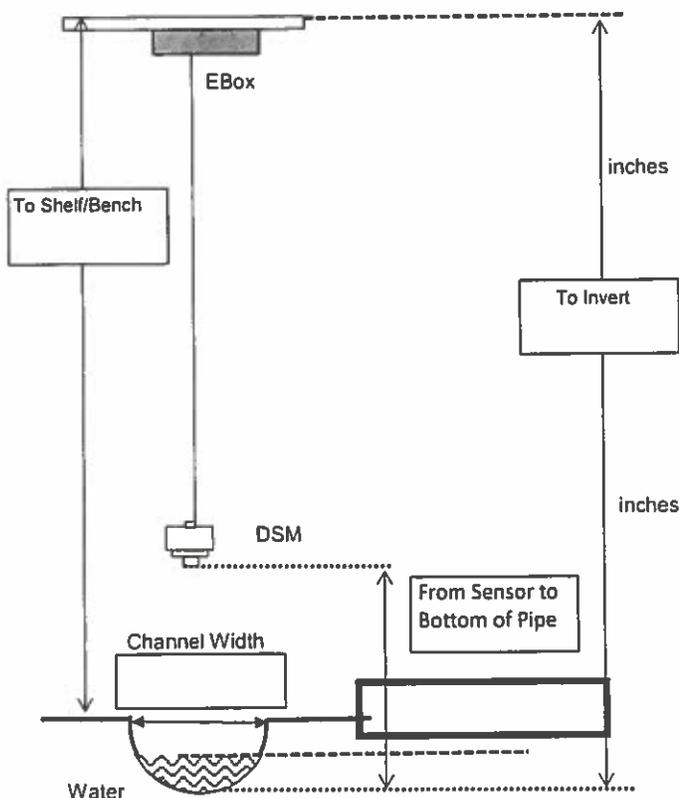
Latitude	
Longitude	

Elevation (ft)	
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### Site Information

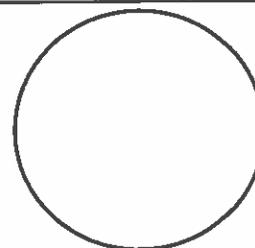
<b>TRAFFIC: Circle One</b>		
High	Medium	Low
None		

Location Notes:	
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**Manhole Cover (underside)**

Diameter (in)

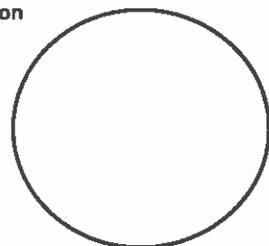


Draw location vanes and supports

Notes: \_\_\_\_\_

Include photo if possible

**Invert Position**



Looking down

- (1) Draw position of invert from top of hole
- (2) Place an X where you think SmartCover Unit is when cover is in place

Include photo if possible

### Site Information

Pipe Diameter	
Pipe Slope -Upstream	
Pipe Slope -Downstream	
Pipe Material	

### SmartCover Items Installed

EBox ID #	
EBox Serial #	
PP Serial #	
DSM Serial #	
DSM Length	
Antenna Type	

**Section 1: Pricing**

Part Number	Description	Unit Qty.	Unit Price (Each)	Extended
SC-Q-S-15	<p><b>SmartCover® system components:</b>  <b>E-Box System Control</b> with onboard computer, modem; fully potted and IP-68 rated.  <b>Distance Sensing Module (DSM)</b> with 3" to 81" sensor range, with 15' cable.  <b>Mounting bracket kit</b> with brackets and mounting hardware  <b>PowerPack®</b>-lithium thionyl chloride battery with high power density.  <b>E-Square™</b> antenna, installation kit.  <b>Installation kit</b> for antenna  <b>See Section 2 for complete system description.</b></p>	2	\$3,746	\$7,492
SF-Q-S-15	<p><b>SmartFLOE® System components:</b>  <b>E-Box System Control</b> with onboard computer, modem; fully potted and IP-68 rated.  <b>Distance Sensing Module (DSM)</b> with 3" to 81" sensor range, with 15' cable.  <b>Mounting bracket kit</b> with brackets and mounting hardware  <b>PowerPack®</b>-lithium thionyl chloride battery with high power density.  <b>E-Square™</b> antenna, installation kit.  <b>Installation kit</b> for antenna  <b>SmartFLOE Software-</b> To estimate flow in open channels</p>	1	\$3,746	\$3,746
ASM-SC1	<p><b>Active Site Monitoring One-Year For SmartCover</b>  Software subscription with unlimited users  Includes regular maintenance and upgrades as introduced. Satellite connectivity to the Iridium Satellite System Technical support via phone or online.</p>	2	\$364	\$728
ASM-SF1	<p><b>Active Site Monitoring One-Year For SmartFLOE</b>  Software subscription with unlimited users  Includes regular maintenance upgrades, and SmartFLOE conversion software. Satellite connectivity to the Iridium Satellite System Technical support via phone or online</p>	1	\$985	\$985
SP-24	<p><b>Stabilizer Platform:</b> Expands to 24"W 12"H, stabilizes the SmartFLOE Sensor for accurate readings *Depending on Site Surveys</p>	1	\$595	\$595
IST-1	<p><b>Initial Set-up &amp; Training</b>  Browser based Customer Website and Set-up with map of all installation sites, and their data and graphs; Alarm set-up per site with User alarm receipt protocols. Onsite maintenance and software training</p>	One time charge does not apply to follow-on orders	\$899	\$899
Installation	<p><b>Installation and Calibration of SmartCover and SmartFLOE units</b></p>	3	\$250	\$750
Warranty	<p><b>One (1) year, parts-only</b> limited warranty on all SmartCover hardware. See Warranty Statement for complete details.</p>	3	Included	Included
<b>TOTAL</b>	<b>All items above</b>			<b>\$15,195</b>

## Delivery

Six weeks upon receipt of a Purchase Order and receipt of complete engineering and site information as requested. Every reasonable effort will be made to provide earlier delivery if requested.

## Terms and Conditions

- Payment: Net 30 days
- Late charges: A service charge of 1.5% per month will be added to all balances unpaid 30 days after invoice date. Failure to pay in accordance with these terms may void all warranties.
- Quote Validity: This proposal is valid for 30 days.
- Cancellations: for all orders of less than \$10,000, cancellation is accepted prior to shipment. For orders equal to or greater than \$10,000, a 15% restocking charge is applied for cancellation.
- Returns: are accepted with a valid Return Material Authorization (RMA) number only.

## Ongoing Annual Costs

After the first year of operation, the following fees will provide *continued software support, satellite connectivity and power*. These are annual charges paid prior to the start of the year.

### Active Site Monitoring

**ASM-SC1** **\$364**  
One-Year software subscription, satellite connectivity, online maintenance, online SmartCover monitoring per unit per year.

**ASM-SC2** **\$679**  
Two-Year software subscription, satellite connectivity, online maintenance, online SmartCover monitoring per unit per year for two years.

**ASM-SF1** **\$985**  
This software subscription with unlimited users, satellite connectivity, and online maintenance. It also includes regular maintenance upgrades, and SmartFLOE conversion software. Satellite connectivity to the Iridium Satellite System Technical support via phone or online.

**ASM-SF2** **1,832**  
This software subscription with unlimited users, satellite connectivity, and online maintenance. It also includes regular maintenance upgrades, and SmartFLOE conversion software. Satellite connectivity to the Iridium Satellite System Technical support via phone or online.

**Power Pack Warranty (PW-LTC1):** **\$225**  
One-Year PowerPack Warranty for each installation site, part-only warranty on the PowerPack offering unlimited replacements during the Warranty term

**Power Pack Warranty (PW-LTC2):** **\$437**  
Two-Year PowerPack Warranty for each installation site, part-only warranty on the PowerPack offering unlimited replacements during the Warranty term.

### Option

**Extended Warranty-** parts-only warranty extension after the first year.  
This warranty covers: E-Box System Control, Distance Sensing Module (DSM), antenna, and mounting bracket. This is a PARTS ONLY warranty.

<b>1 Year Extension (EW-SC1) per unit:</b>	<b>\$ 399</b>
<b>2-Year Extension (EW-SC2)per unit</b>	<b>\$ 742</b>

**End Section 1, proceed to Section 2, next page.**

## SECTION2: PRODUCT DESCRIPTION

### Overview

Each SmartCover® System includes the following components which comprise the hardware delivered with each system:

- One (1) E-Box system control
- One (1) Ultrasonic Distance Sensing Module (DSM) with connecting cable.
- One (1) communications antenna for direct connection to the Iridium Satellite System.
- One (1) PowerPack™, a proprietary high power density lithium thionyl chloride battery
- One (1) bracket kit for either mounting flat to the underside of the manhole cover or for mounting to the manhole cover vein.
- One installation kit containing all hardware and accessories necessary to mount a single system

### Item Descriptions:

E-Box – The E-Box is the system control containing the satellite radio, computer and signal processing components. It is fully potted and can be completely submerged in water (IP-68 rated)It is housed in an, ABS enclosure and shock tested to 10 G's.



SmartCover® E Box Unit.

PowerPack™ – The PowerPack™ is a high power-density battery system designed for reliable, consistent delivery of power in the harsh wastewater environment. It housed in a urethane coated pack containing Lithium Thionyl Chloride primary batteries. Typically the PowerPack provides at least one year of life and generally longer under normal operating conditions. PowerPacks have a 10 year shelf life prior to use.



SmartCover® PowerPack™

Distance Sensing Module (DSM) – The ultrasonic distance sensor is encased and sealed in an ABS housing. It is fully potted and completely water-proof, meeting IP-68 standards. The crystal controlled oscillator sensor is self-calibrating. There are two ranges available. The standard range senses between 3" and 81" while the long-range sensor's range is 11" to 240". The DSM has two standard cable lengths of 15' and 25'. Custom lengths are available, application dependent, up to 150'.

Hadronex Application Engineers are available to assist users to determine the correct DSM and cable lengths.

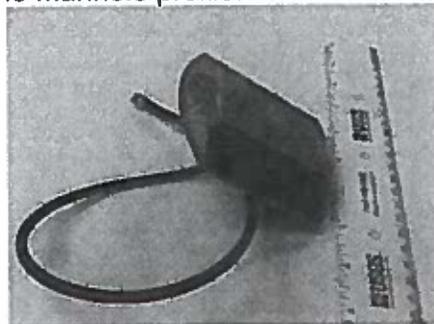


**SmartCover™ DSM**

E-Series™ Antennae –The E-Series™ antennae include the "E-Square" and the "E-Dot". Both are traffic rated and designed to mount directly to the manhole cover or vault lid. They communicate directly to the Iridium Satellite System and do not require any intermediary devices for boosting signals.

The E-Square antenna is a road-reflector type used in areas where there is no opportunity for dislocation from such hazards as snow plows.

The E-Dot antenna is for cold-weather climates where snow plow operations occur and are designed to be mounted below the manhole profile.

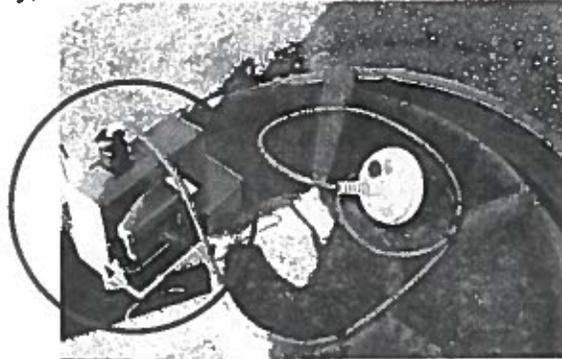


**E-Square™ Antenna**



**E-Dot™ Antenna**

Mounting Bracket Kit- The mounting bracket is a ruggedized, corrosion resistant assembly designed to protect and secure system components. The bracket is secured with two stainless steel bolts whereby the installer drills two ¼" holes into the cover. The bracket is designed in such a manner such that **NO CONFINED SPACE ENRTY IS REQUIRED FOR INSTALLATION**. Its hard-anodized aluminum housing encloses the PowerPack and the E-Box control. The DSM (distance sensing module) is connected to the E-Box and suspended via a cable, typically over the invert. The bracket is supplied as a three-piece kit for mounting directly to the underside "flat" of the manhole or, alternately, to the manhole cover vein.

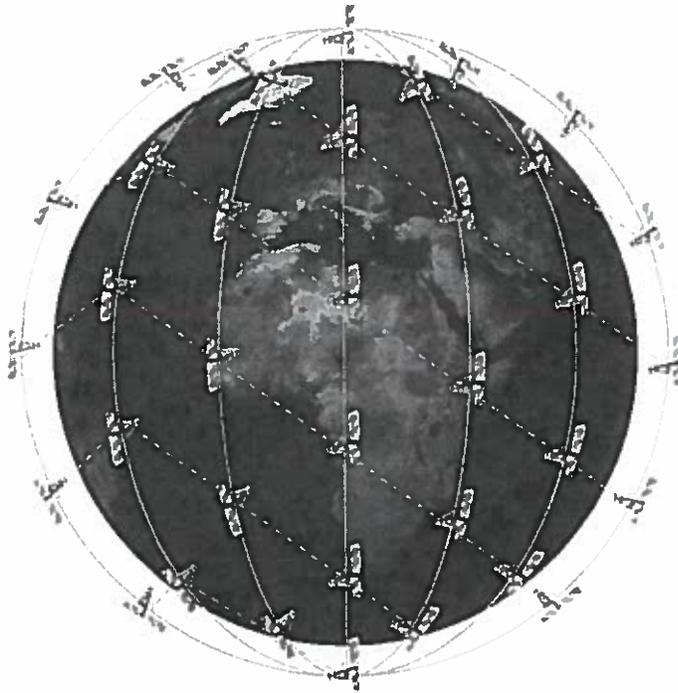


**Bracket with E-Box and PowerPack on underside of manhole cover.**

**SECTION 3. DESCRIPTION OF THE SATELLITE COMMUNICATION SYSTEM**

The SmartCover<sup>®</sup> system uses the high reliability *Iridium Satellite System* as its communications backbone. Iridium is a state-of-the-art system consisting of 66 Low Earth Orbiting (LEO) satellites. It provides highly superior connectivity to that of terrestrial systems such as GSM, GPRS and other cell phone based systems. With the distribution of satellites across the globe, connectivity can be achieved with a small fraction of the horizon available. SmartCover<sup>®</sup> communication is established in challenging locations with such impediments as tree canopies or overpasses. Iridium has a very strong record of performance and reliability.

SmartCover<sup>®</sup> data is highly secure with servers using 2048 bit encryption. These are redundant servers located in a climate controlled, secure facility with emergency power to prevent any interruptions. Servers store Historical Communication, Data, and Data Access information. Being a web or "cloud" based system; data is available at all times through a browser from a computer, tablet or phone. Users can access data through any web browser to the server via encrypted data and send notifications directly to the user.



**Iridium Satellite Constellation**

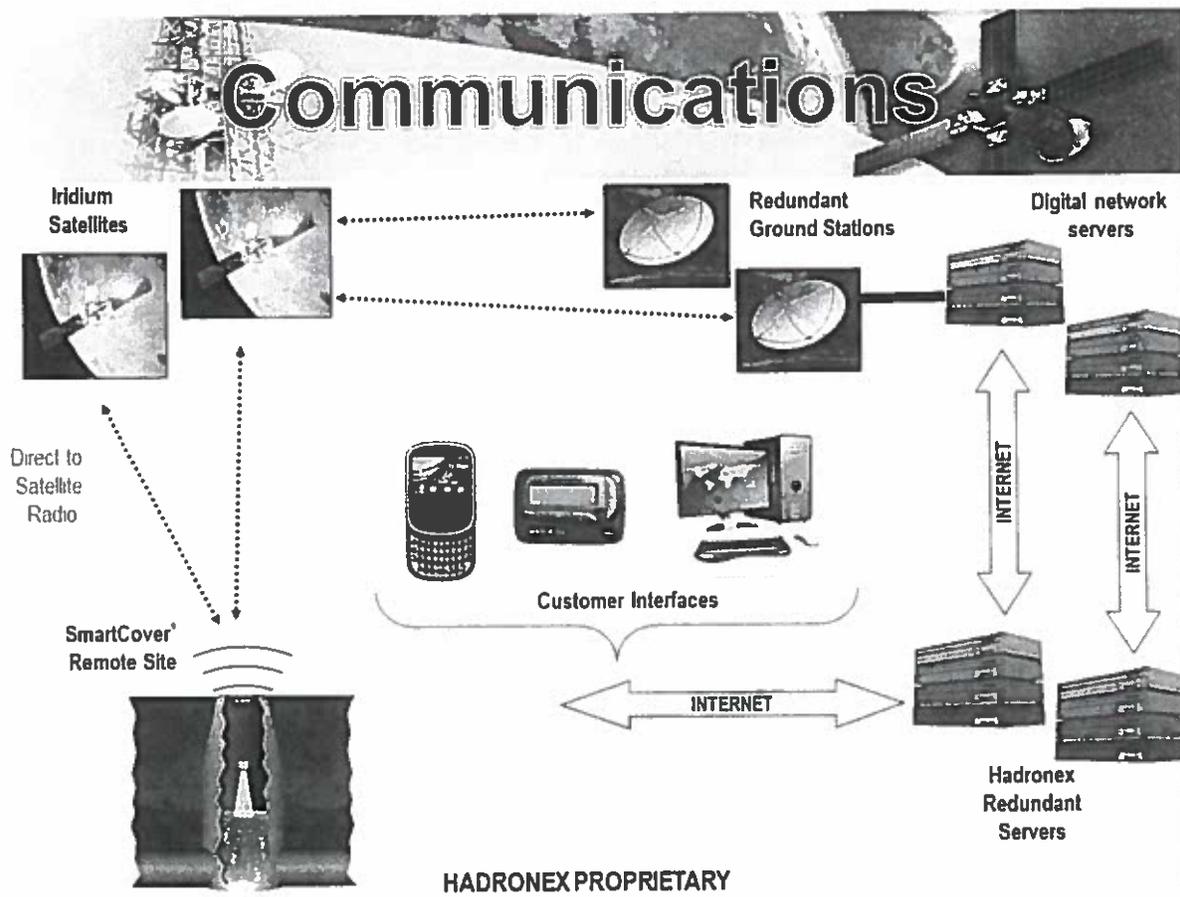
## The Communication Process

As per the diagram below, the SmartCover<sup>®</sup> system communicates directly to an orbiting satellite. The communication signal is then sent to Iridium earth link stations and then to Hadronex secure servers.

For alarm signals, they are subsequently sent to the Customer via cell phone, Smart Phone, digital pager and/or to computers via the internet. It is possible to have alarms sent to a central control room as well.

SmartCover<sup>®</sup> communication is bi-directional. The user, for example, may change the alarm distance setting or turn the system "on" or "off". These are accomplished through a web browser where the user logs onto the secure, dedicated Customer Web Page. The user then accesses Customer Management Page to change a given setting. The setting change is communicated from the Hadronex servers through the Iridium system and to the SmartCover<sup>®</sup> system at the designated site.

A major benefit of the Hadronex system is that data acquisition, alarms and system setting changes are enabled *remote from the installation site* saving time and resources.



SmartCover<sup>®</sup> communications system

## SmartCover® System Operation

The SmartCover® system functions by the distance sensing module (DSM) taking a measurement every 6 minutes. Monitoring occurs 24 hours per day, seven (7) days per week.

## **Data Measurement Frequency**

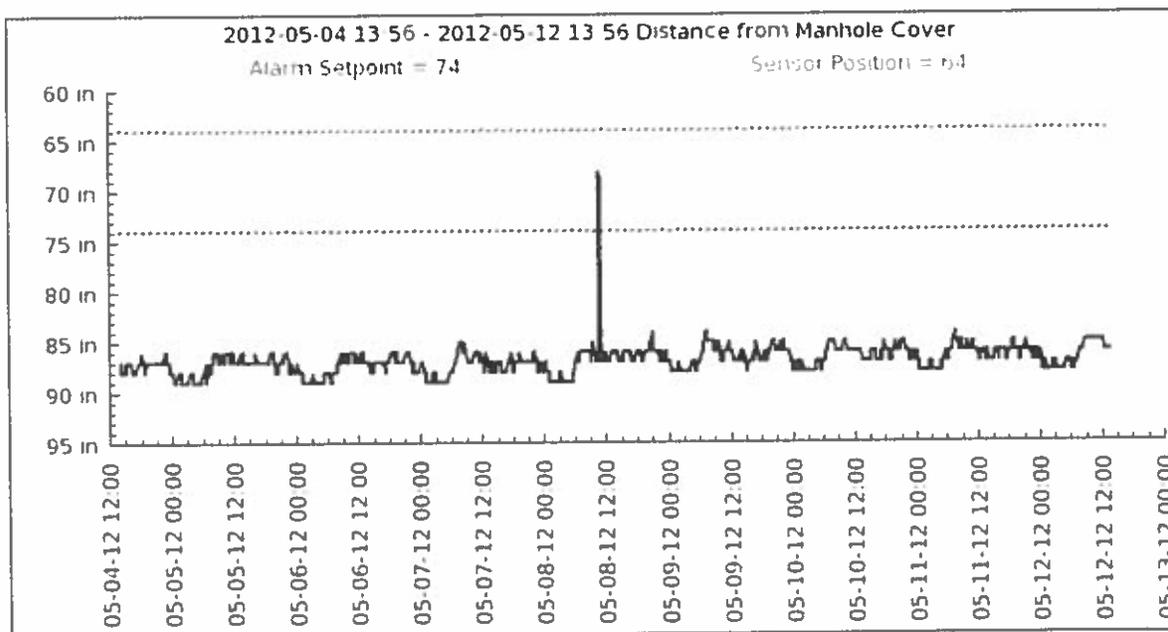
If the water being monitored is below the alarm level, the SmartCover® logs alternate readings, (every 12 minutes, five times per hour). These readings are "batched" and sent once per hour via satellite to the server and stored for user access such as long term trending and analysis.

## **Alarming**

If the SmartCover® system measures and senses that the water it is *above* the alarm level, an alarm notification is sent to the users by a pre-established communication protocol i.e., text message to a mobile device or an email message to a computer. Alarms through cell phones or pagers are via Short Message Service (SMS), or Smart Phones and emails via email messaging. A dedicated direct-from-satellite handheld system is available option for highly critical communications. Contact Hadronex for more information.

## **Graphical Data**

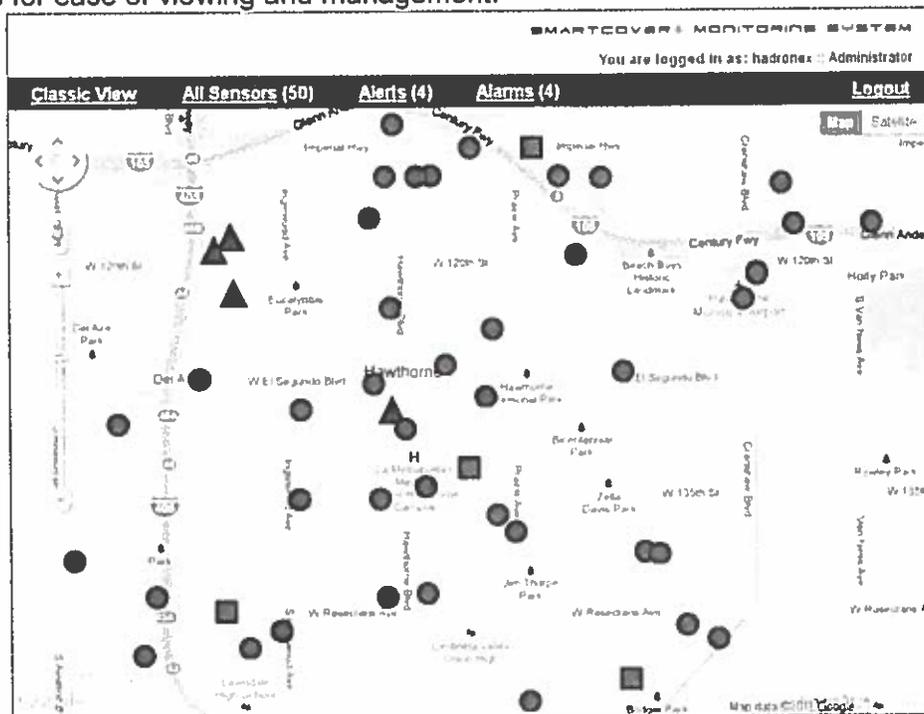
A typical graph (below) illustrates what can be viewed on the secure Customer Web Page. This graph shows that flow levels are below the alarm level for several days with one surcharge occurring thereafter. This event exceeds user-determined alarm level and enables an alarm. Note that the alarm is set well below the level where a spill may occur and allows for sufficient time to respond. In this case the bottom of the sensor is 64 inches from the manhole cover and the alarm is set for 74 inches below the manhole cover.



**IMPORTANT: AS PREVIOUSLY ESTABLISHED, A LEVEL MEASUREMENT IS TAKEN EVERY 6 MINUTES. SHOULD A HIGH WATER EVENT OCCUR WHERE THE ALARM LEVEL IS EXCEEDED, AN ALARM IS SENT ONLY AFTER THE NEXT LEVEL MEASUREMENT IS MADE. THIS IS A SECOND MEASUREMENT AND IN THIS CASE THE MAXIMUM TIME BETWEEN THE TWO, SEQUENTIAL ALARM EVENTS IS 5 MINUTES AND 59 SECONDS. ALSO, THIS TYPE OF OPERATION TYPICALLY RESULTS IN A POWERPACK LIFE OF 12 MONTHS.**

## System Map

The user interface may be used through a web browser for a map-based view with an example shown below. When the user opens their secure web page they are able to view the location of every SmartCover® system. The map function has three, colored-coded symbols for ease of viewing and management.



### Color Coded Symbols

**GREEN (circle)** – Indicates that the SmartCover® system is functioning properly and that the site does not have any alarms.

**BLUE (square)** – Indicates an “alert” and that a SmartCover® maintenance action is required. For example, it could mean the battery has low voltage and needs to be replaced or that a unit has not communicated within the expected interval.

**RED (triangle)** – Indicates that an “alarm” condition exists at this location. It could be high water event or an intrusion. Action is required.

## SECTION 4. INSTALLATION AND ACTIVATION

### **INSTALLATION**

Installation consists of physically attaching of the SmartCover<sup>®</sup> system. The antenna is mounted to the top of the cover or lid and the mounting bracket, housing the PowerPack and E-Box with the DSM connected to the E-Box, to the bottom.

The antenna is mounted and secured with a high strength, MIL-Spec grade adhesive and a hole is drilled to feed the antenna wire to the underside where the E-Box control is located.

The bracket is mounted to the underside by drilling to two holes into the cover or lid. Two stainless steel screws secure the bracket. The DSM is connected to the E-Box control and it is suspended and aligned to the flow target area i.e., the invert.

On-site testing of the communication link is performed to ensure that the unit is operational.

- **Standard Installation:** The SmartCover<sup>®</sup> system (hardware) is installed in the field at the designated site.
- **Offsite Installation:** The SmartCover<sup>®</sup> system is installed on the selected cover at an offsite facility and transported to the designated location. This method can minimize onsite time to a few minutes reducing the need for traffic control and disruption.
- Typically, the Customer will provide personnel and equipment, as appropriate for traffic control as required by local regulations and safety of field personnel.

### **ACTIVATION**

After the physical installation of the SmartCover<sup>®</sup> system(s), the following actions are taken to bring full functionality to the SmartCover<sup>®</sup> system.

- **SmartCover<sup>®</sup> Activation: Customer Actions**
  - Upon receipt of a Purchase Order, Hadronex the user will receive a questionnaire to obtain the information necessary to perform the SmartCover<sup>®</sup> service Set-Up. Proper system operation is dependent upon receipt of required information.
  - This information is used as part of installation where communication will be tested to verify functionality.
- **SmartCover<sup>®</sup> Activation: Hadronex Actions**
  - At the Hadronex technical Support offices, the secure Customer Web Site is set up including a private account and database on the Hadronex secure server.
  - Web site is configured for the Customer Web Site with SmartCover<sup>®</sup> system locations and users.
  - Initial population of the Customer SmartCover<sup>®</sup> database.
  - Registration of the SmartCover<sup>®</sup> system wireless radios with the network and setting the Customer default system operational parameters.

The installation and activation process typically takes one hour per unit to perform under normal conditions.

## TRAINING

Training is provided after completion of the installation process. Once on-site personnel are trained, Hadronex will be available to provide additional web site training remotely after the SmartCover® system has been installed and operational.

## SECTION 5. ACTIVE SITE MONITORING

Active Site Monitoring (ASM) is a **compressive support service** for the SmartCover® system. It is an annual, per site service provided by Hadronex. ASM includes but is not limited to:

- **Management Oversight**
  - Hadronex Technical Services team monitors the proper operation of all installed systems including battery voltage, the radio signal strength and the communication to/from the systems.
  - Hadronex coordinates the appropriate service to repair any components in the field with you or the local dealer
- **Technical Telephone Support** - This service is offered by the Hadronex Technical Services team from 7am to 5 pm Pacific time and with additional support from local representatives.
- **Alarm Processing** – maintaining the infrastructure of the alarm contact system.
- **Web site access and maintenance** – maintaining the secure servers on which your web site resides, and providing free upgrades to the web sites as they become available.
- **After Hours Support** – on an as-needed basis. Contact Hadronex for details
- **Wireless Communications Connectivity** – Access to the two-way, wireless satellite network.
- **Software Upgrades** – Upgraded processing / communication software for units in the field is provided at no charge.
- **Standard Reports** - Hadronex will support Customer in the preparation of these reports for management or regulators.
- **Graphic Display** – Graphical User Interface available on web site is maintained and upgraded at no charge.
- **Management Tools** - Available on web site, such as maintenance notes section.
- **General Product Improvement** – Creating product improvements that are backwards compatible to existing units in the field at no charge.

**SECTION 6. ADDITIONAL TERMS & CONDITIONS, LIMNITED WARRANTY**

**Mutual Hold Harmless-** Hadronex hereby holds Customer harmless from any and all claims that may arise, or damages that may result, to Hadronex or Hadronex staff during the performance of this contract. Customer hereby holds harmless Hadronex, its founders, owners and staff, from any and all claims that may arise, of any kind or from any cause whatsoever, due to or as a result of the installation, operation, or use of the SmartCover<sup>®</sup> system.

**Loss of Communications-** Customer acknowledges that Hadronex is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

**Advisory Only-** The SmartCover<sup>®</sup> System is an advisory service only. As such, Hadronex and its founders, owners, or staff are not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover<sup>®</sup> system.

**Limited Warranty**

The equipment components of the SmartCover<sup>®</sup> system are warranted free from material defects of material and workmanship for a period of one year from the date of installation. Unless otherwise stated, the Hadronex warranty herein is a parts-only warranty. Should the Customer discover any condition that might invoke a warranty claim, they are to expeditiously and without delay notify the Hadronex Technical Services group. Upon notification, Hadronex will assess and instruct the user on follow-on actions. Should a component fail as a result of a defect in material or workmanship, Hadronex will replace the component or repair it at the Hadronex location. For all valid warranty claims, as determined by Hadronex, reasonable freight charges to and from Customer shall be paid by Hadronex. In all cases, Hadronex shall determine the shipping method and/or carrier unless otherwise agreed to in writing by Customer and Hadronex. Upon approval of a warranty failure by Hadronex, Hadronex will either repair or replace the defective component at Hadronex' sole discretion.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). REPAIR OR REPLACEMENT IN THE MANNER PROVIDED ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF HADRONEX WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS.

THIS WARRANTY DOES NOT COVER DAMAGE OR REPAIRS OR REPLACEMENTS BY ANY CAUSE BEYOND THE CONTROL OF HADRONEX, INCLUDING ACTS OF NATURE, IMPROPER USE, LACK OF PROPER MAINTENANCE OR UNAUTHORIZED REPAIR.

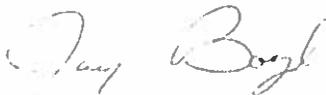
REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY. HADRONEX SHALL NOT BE LIABLE FOR ANY ACTUAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF GOODWILL OR PROFITS AND/OR LOSSES FROM ANY CAUSE WHATSOEVER, EVEN IF HADRONEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In no event shall HADRONEX's liability, whether in contract or in tort (including negligence and strict liability), exceed the price of the Product from which such liability arises.

**Signatures**

Hadronex

CUSTOMER



\_\_\_\_\_  
Friday September, 19 2014

\_\_\_\_\_  
Date

### SmartFLOE™ Monitoring Preliminary Site Assessment

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

Site Name \_\_\_\_\_

Field Engineer \_\_\_\_\_

FLOE Application  I & I  Capacity Study  General Flow Data  Other

#### STEP 1: Location is acceptable for FLOE installation

Check all that apply

- This is NOT a drop hole – no pipes enter above the invert
- There are NO junctions or deflections in the manhole
- The inflow, invert and outflow pipes are the SAME DIAMETER
- The inflow, invert, and outflow pipes have the SAME SLOPE
- The invert has a circular cross section
- Backflow does NOT normally occur in this line
- The invert diameter is AT LEAST 8 inches

**Location must meet  
ALL of these criteria  
for good flow  
estimation**

#### STEP 2: Preliminary Site Observations

Invert Diameter (in) \_\_\_\_\_ Estimated manhole slope \_\_\_\_\_

Manhole Depth (grade to bottom of invert) \_\_\_\_\_

Manhole Diameter (in) \_\_\_\_\_ Pipe material \_\_\_\_\_

Invert is Aligned below Manhole  YES  NO

Traffic?  NONE  LIGHT  HEAVY

Take pictures of:  General Location  Manhole cover top  
 Manhole cover bottom  Down manhole/show invert

#### STEP 3: Send to Hadronex Technical Services

EMAIL: [technicalservices@hadronex.com](mailto:technicalservices@hadronex.com)

FAX: (760) 291-1982

PHONE: (760) 291-1980