

### ADD-CHANGE FORM

New Project or Budget Cl	nange?	New Project	Assigned Project #	: 2017XXX			
Requested by:	Mike Wilson		Date:	2/16/2017			
	Project Manager / A	rea Manager					
Project Name:	MCI&IReme	diations					
Company:	250	Mid-County Services Ind	0				
Business Unit:	250100	Mid-County Services Inc	C BU Type:	SP			
Project Owner:	Patrick Flynn		Do Type.				
Project Manager:	Mike Wilson		Budget Owner / RVP:	John Hoy 03			
Start Date:	10/1/2016	Q4 2016	Region:	Florida 04			
Estimated End Date:	10/31/2017	Q4 2017	State:	FL			
Project Type:	EH&S Co	mpliance					
Will project replace/retire	any assets:	No					
Previously Requested:							
This Request:	\$120,993						
Still to be Requested: Total Project Budget:	\$120,993						
will assist in location of infiltration	points that would o	•	he sanitary sewer collection system. day operations.	The smoke testing			
4. 110 Rainguard manhole pans.	79,877 If of gravit tration through rep n Hach Flo-Dar op 50' cable, transmit	airs. en channel flow meters and on ter and locator for inspection, I	e (1) rainfall data collection system. ocating and repairing gravity sewer p	iping			
The flow and rainfall data will be analyzed using the Flo-Dar channel flow meters to identify the response of the collection system to significant as well as minor rain events. It is likely that additional equipment and techniques will be used subsequently to identify blockages, pipe and lateral failures, illegal connections, and other deficiencies that will then be addressed.							
Timeline Considerations:							
This analysis is necessary in order to properly evaluate where excess Inflow and Infiltration is generated in order to effectuate remediation of piping deficiencies. This project is a proforma project in the current consolidated UIF rate case.							
Inter-dependant Project	Project Number:	Project Name		(If applicable)			
Have engineering evaluations bee	en performed?	Engineering	project number	(If applicable)			



#### Justification and Benefits:

The purpose of this project is to evaluate and improve the Mid-County wastewater collection system as a function of excess inflow and infiltration that occurs during wet weather conditions. The Mid-County customer base includes a variety of customer types (S/F, M/F, retail, institutional), but in particular, eight (8) MHP's containing privately owned sewer infrastructure, whose pipe condition may be a significant source of excess I&I.

The open channel meters will collect data from multiple locations to determine where excess inflow and infiltration is occurring. By locating and documenting the source of excess I&I caused by poorly maintained privately owned collection systems in individual MHPs, the flow data will offer the information needed to impose surcharges on those properties contributing excess flow or to collect additional capacity fees commensurate to the flows generated from those MHPs in wet weather. Points of I&I within our own system will be addressed using manhole inserts, point repairs, or other remedies as appropriate.

In addition, the project includes the emergency investigation of a trunk line to determine the cause of sewer backups, the remediation of an offset pipe under a creek bed that was discovered by the emergency investigation, the smoke testing of specific sub-basins as indicated from analysis of previously collected flow data, and the purchase of a push camera system to investigate gravity mains and laterals with operations staff.

Mid-County WWTP's permitted capacity is 0.900 mgd. During recent major rain events, the plan'st flow may exceed 2.00 mgd and only limited by the pumping capacity of the master lift station. Heavy wet weather flows surcharge the collection system resulting in SSO's at certain locations.

#### **Risk Evaluation**

A large percentage of the collection system is made of clay pipe that is >40 years old and subject to root intrusion as well as pipe and gasket failures that provide pathways for groundwater infiltration. During extended wet weather when the water table is elevated, the additional plant flow can tax the plant's performance as well as generate SSO's.

#### Alternatives Considered:

Cured in place repairs where required. Slip lining where required. RedZone camera deployment.

Technical Review Summary:



# **Financial and Regulatory Implications**

Capital Plan						
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
Proposed Project Spend	120,993					
Project Spend in Current Plan	120,993					
	-	-	-	-	-	(if applicable)
CIAC Collected	120,993	120,993	120,993	120,993	120,993	(if applicable)
et Rate Base	120,993	120,993	120,993	120,995	120,993	
&M Cost Impact B/(W)						
inancial Justification						
he project elements collectively erformance of the Mid-County \ the customers, and put the uti	WWTP due to	hydraulic ove	rloading, caus	e SSO's in the	collection sy	
roject will be completed after ra	•	•				n in row 22 is based on
stem ERCs. Rate payers impa	acted is calcula	ated using sta	te-wide, conso	blidated WW E	RCs.	
			<b>•</b> •			
		F		Rate Payers		
stimated Revenue Impact per	r Customer:		4.77	0.52		
Number of Customers Impact	ted:		3,355	30,827		
tility Financial Impact		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
	Г					
•						
&M Impact on EBITDA B/(W)	(\\/)	-				
&M Impact on EBITDA B/(W) epreciation Impact on EBIT B/(	` '	- (5.655)				
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D&M Impact on EBITDA B/(W) Depreciation Impact on EBIT B/( Inder-recovery on capital B/(W) let EBIT Impact B/(W)	ation on Rate	(5,655) Recovery				
0&M Impact on EBITDA B/(W) Depreciation Impact on EBIT B/( Inder-recovery on capital B/(W) let EBIT Impact B/(W)	ation on Rate	(5,655) Recovery	encies, cost op	otions would b	e evaluated a	and then brought before the
&M Impact on EBITDA B/(W) epreciation Impact on EBIT B/( nder-recovery on capital B/(W) et EBIT Impact B/(W) iming and Supporting Inform this collection system evaluation	ation on Rate	(5,655) Recovery Iditional deficio	•		e evaluated a	and then brought before the
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D&M Impact on EBITDA B/(W) Depreciation Impact on EBIT B/( Inder-recovery on capital B/(W) let EBIT Impact B/(W) <b>Timing and Supporting Inform</b> This collection system evaluation CPRT for consideration in the co Project will be completed by 12/3 egin before project completion September 2017.	ation on Rate on identifies ac ontext of reque 31/17 and is in in September	(5,655) Recovery Iditional deficion sting additiona cluded as a pl 2017. No O&	al funds to fix t rofroma projec M savings or c	he problems. et in the conso depreciation e	lidated rate ca opense will oc	ase. Rate recovery should cour before rate recovery in
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#### Assumptions

ROE: 10.25%, Cost of Debt: 6%, Equity Percentage: 50%, Tax Rate: 37.63%, Depreciation Rate: 2% After Tax Return on Rate Base = 10.25% x 50% +6% x 50% x (1 – 37.63%) = 6.9961% Pretax Return on Rate Base = 6.9961% / (1 - 37.63%) = 11.217%Total Revenue Required = Pretax Return on Rate Base + Depreciation Rate = 11.217% + 2% = 13.217%Please note the under-recovery on capital includes equity, taxes, and debt portions.



Bid	Company			Amount	Selected
1	Altair Environment	al Group - Smoke Testing		\$27,188	Yes
2					
3					
Component:		Amount			
alue Bid Elements		27,188.00 shou	ld match sele	cted bid(s) above	
ingineering					
Direct Purchase of Parts / N	laterials				
andscaping / Site Restorat	ion				
other Components (specify)					
cap Time					
pen channel flow meters, 3	3 each	45,000.00			
ESI - Re-lay pipe		14,755.00			
10 ea Rainguard manhole		7,500.00			
Push Camera Rcdr & Locate	or	9,000.00			
Itair emergency investigation	on	17,550.00			
otal Project Budget		120,993.00 shou	ld match Tota	I Budget on General In	formation
Object Account(s) to w	hich project will be c	losed:	1350	Sewer Gravity	Main/Manholes
			n/a	Not Applicable	
				select from dro	
				select from dro	
				select from dro	-
				<u>Go to Refe</u>	erence List
General Comments:					



Approvals

Comments	Nate Carver an and meet technical requireme y plan and meets UIF technical r		3/2/2017 5	
<b>Technical Peer Review</b> Review Sponsored by Approval to proceed Comments (note if feedback red No comments.	Patrick C. Flynn Yes V No	Date Held	3/2/2017	
<b>FP&amp;A Review</b> Review Completed by Does Project comply with curren Comments This project meets UIF financial	Phil Drennan nt Utility Rate and Regulatory Pla requirements.	Date: an? Yes	3/2/2017 s 🗌 No 🗌	
Approvals				Applicable?
Approvals Regional Manager:	Mike Wilson	Date:	3/1/2017	Applicable?
	Mike Wilson Patrick C. Flynn	Date: Date:	3/1/2017 3/1/2017	_
Regional Manager:				
Regional Manager: VP Operations:	Patrick C. Flynn	Date:		



Altair Environmental Group LLC

710 S Milwee St. Longwood, FL 32750

Bill To	
Utilities, Inc. 2335 Sanders Road Northbrook, Illinois 60062	

			<u> </u>		<u> </u>	
		P.O. No.		Terms		Project
		Mike Wilson		Net 30	17002	2 Mid-County Services
Quantity	Description			Rate	•	Amount
	Re: Mid-County Services					
	To Provide Labor Equipment, and Materials for Cleaning Inspection of Sanitary Sewer Pipelines January 4, 2017 th January 10, 2017 through January 11, 2017	and Internal Television rough January 6, 2017 a	and		450.00	17,550.00
	DVD/Report of Findings attached					
Thank you for you	ır husiness					
				Total		\$17,550.00

Phone #	Fax #	E-mail	Web Site
4073397134	4073396618	mbrown@altairenvironmental.com	www.altairenvironmental.com

# Invoice

Date	Invoice #
1/19/2017	4229



Altair Environmental Group LLC

710 S Milwee St. Longwood, FL 32750

Bill To
Utilities, Inc. 2335 Sanders Road
Northbrook, Illinois 60062

		P.O. No.	Terms		Project
		Mike Wilson	Net 30	16213	3 Mid-County Services
Quantity	Description		Rate		Amount
	Re: Mid-County Services Area				
1	Mobilization		,	750.00	750.00
79,887	To Provide Labor, Equipment, and Materials for Smoke 7 Sanitary System October 31, 2016 through November 18,	esting Program of the 2016		0.30	23,966.10
1	Less 10% Retainer		-2,4	471.61	-2,471.61
	Reports under separate cover				
Thank you for you	ur business.		Total		\$22,244.49

Phone #	Fax #	E-mail	Web Site
4073397134	4073396618	mbrown@altairenvironmental.com	www.altairenvironmental.com

# Invoice

Date	Invoice #
11/30/2016	4165



Altair Environmental Group LLC

710 S Milwee St. Longwood, FL 32750

	Bill To
	Jtilities, Inc. 2335 Sanders Road
N	Northbrook, Illinois 60062

			1	_	i	
		P.O. No.		Terms		Project
		Mike Wilson		Net 30	16213	3 Mid-County Services
Quantity	Description			Rate		Amount
	Re: Mid-County Services Area					
1	Mobilization				750.00	750.00
79,887	To Provide Labor, Equipment, and Materials for Smoke T Sanitary System October 31, 2016 through November 18,	Cesting Program of the 2016			0.30	23,966.10
1	Payment Check # 1015969			-22,	244.49	-22,244.49
	Reports of Findings/DVD's attached					
Thank you for you	ur business.			Total		\$2,471.61

Phone #	Fax #	E-mail	Web Site
4073397134	4073396618	mbrown@altairenvironmental.com	www.altairenvironmental.com

# Invoice

Date	Invoice #
11/30/2016	4165



# Quotation

Hach Company-Flow Products & Services PO Box 608 Loveland, CO 80539 Phone: (800) 368-2723 Email: HachFlowSales@hach.com Website: www.hachflow.com

**Quote Number: 100098738v1** Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 8/6/2015

Quote Expiration: 10/5/2015

UTLITIES, INC 200 WEATHERSFIELD AVE ALTAMONTE SPRINGS, FL 32714

Name: MIKE WILSON Phone: 4074683268 Email: MAWILSON@UNIWATER.COM

Sales Contact: Matt Devlin Email: mdevlin@avanticompany.com Phone: 863.443.0135

## **PRICING QUOTATION**

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	FL902.97.VX	FL902 LOGGER, VERIZON ACTV	4	6,139.00	24,556.00
2	MODEL 4000-430	Flo-Dar/SVS incorporating Doppler Radar and Electromagnetic velocity sensors with Ultrasonic depth sensors for use in Open Channel Surcharge flow applications. Portable Flo-logger Optional.	4	6,375.00	25,500.00
3	FD9000CBL-030	34FT FLODAR CABLE + HUB FL90X	4	423.00	1,692.00
4	600006203	SVS SENSOR WITH 30FT CABLE, WITH CONNECTOR*NRD 6963700	4	1,123.00	4,492.00
5	8537600	mc ANTENNA, BURIAL, QUAD BAND, SS-TNC	4	230.00	920.00
6	8528300	CABLE ASSY, COMM, USB	1	129.00	129.00
7	FS-DATAXFR	FSDATA Wireless Service Plan Fee	4	300.00	1,200.00
8	FS-HOSTING	FSDATA Website access and data storage fee	4	0.00	0.00
				Grand Total	\$ 58,489.00

# **TERMS OF SALE**

#### Freight: Ground Prepay and Add

#### FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at <u>www.hach.com/terms</u>. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by

Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in

Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

#### ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate. Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage. Hach standard terms and conditions apply to all sales. Additional terms and conditions apply to orders for service partnerships. Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees. Standard lead time is 30 days. This Quote is good for a one time purchase.

Sales Contact:

Name:	Matt Devlin
Title:	Manufacturer's Rep
Phone:	863.443.0135
Email:	mdevlin@avanticompany.com

Prepared By:Name:Bernadette MarquezTitle:CSRPhone:800.368.2723Email:bmarquez@hach.com



**Quotation Addendum** 

### HACH COMPANY

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders PO Box 608 Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A. Phone: 800-227-4224 Fax: 970-669-2932 E-Mail: orders@hach.com quotes@hach.com techhelp@hach.com

### Export

Phone: 970-669-3050 Fax: 970-461-3939 Email: intl@hach.com Remittance

2207 Collections Center Drive Chicago, IL 60693

#### Wire Transfers

Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 071000039

Technical Support	I Support SIRR Delivery Program			
<ul> <li>Provides post-sale instrumentation and application support</li> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul>	<ul> <li>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</li> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul>	<ul> <li>Instrument Protection and Service</li> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul>		
www.Hach.com	www.Hach.com/sirr	www.Hach.com/warrantyplus		

#### ADVANTAGES OF SIMPLIFIED FREIGHT

ADVANTAGES OF WORKING WITH HACH

Safe & Fast Delivery	<u>Save Time – Less Hassle</u>	<u>Save Money</u>		
✓ Receive tracking numbers on your order acknowledgement	✓ No need to set up deliveries for orders or to schedule pickup	✓ No additional invoice to process – save on time and administrative costs		
<ul> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<ul> <li>Hach ships simplified freight orders as the product is available at no additional cost</li> </ul>	<ul> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>		

STANDARD SIMPLIF	IED FREIGHT CH	ARGES 1, 2, 3	Pricing Effe	Collect <sup>4</sup>		
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee <i>Effective</i> 8/16/2014
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

1 Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.

2 Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

#### SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

#### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

LIMITED WARRANTY: Hach warrants that Products sold hereunder will be 7 free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misapelication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9 PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. SOFTWARE. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means 12 information, technical data or know-how in whatever form, whether anv documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-andcompliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

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# **Reduces Inflow...**

With sewage treatment costs rising, and many city systems strained to the breaking point, city officials are taking a closer look at streamlining existing plant operations and sewer systems. One way to make treatment plants more efficient and cost effective is to eliminate rainwater and other run-off from the sewer system. LFM's RainGuard Inflow Protector solves the problem of infiltration into the sewer system through manholes. On an average rainy day, a manhole can allow anywhere from 3,000 to 12,000 gallons of rainwater to enter the sewer treatment system.



# Reduces Sewage Treatment Costs...

The RainGuard Inflow Protector reduces sewage treatment costs by reducing the amount of rainwater and other run-off from entering the treatment system.

# Strong and Lasting Construction...

The RainGuard Inflow Protector and its associated components are manufactured from a corrosion proof material called acrylonitrite-butadiene-styrene (ABS). This material is a high impact, high grade material manufactured under ASTM Specifications D-256 method A, D-638, D-790, D-785, D-648 method A and D-635. The RainGuard meets or exceeds all of these strict requirements. Its anti-corrosive nature makes it suitable for the harshest of sewer atmospheres. The RainGuard is impervious to such common sewer gases such as Hydrogen Sulfide and dilute Sulfuric Acid. The RainGuard Inflow Protector comes with a pressure sensitive adhesive gasket that is placed under the rim of the protector. The gasket is made of a high quality closed cell neoprene which is designed to give a long lasting bond in either wet or dry conditions.

# **Controls Manhole Odors...**

Odors that come from a manhole can make the air we breathe rather unpleasant. The unique design of LFM's RainGuard Inflow Protector stops odors from rising out

of a manhole.

### **Options...**

Our RainGuard Inflow Protector can be built with many different options to serve your specific applications. LFM can install a gas relief valve, a strap and/or a vent onto the inflow protector. The gas relief valve is designed to relieve gases at a pressure of 1 psi and have a water leak down rate of approximately 5 gallons per 24 hour period. The RainGuard Inflow Protector can be built with handy straps attached, making access to the manhole easy. We build RainGuard Inflow Protectors in many different diameters and with many combinations of options to fit your specific need. Contact your LFM sales representative to find out which options and which size best fits your needs.

## **Quality Assurance...**

The RainGuard Inflow Protector carries a full one year warranty against defects and workmanship. At LFM we stand behind the products we build.

# **Measuring Procedures...**

1. Remove the existing manhole cover.

**2.** Clean the manhole rim or flange of any dirt or debris, to insure accurate measurement.

**3.** Locate the CLEAR OPENING of the manhole rim. This is the INSIDE DIAMETER measurement (ID) as shown in the diagram (at right).

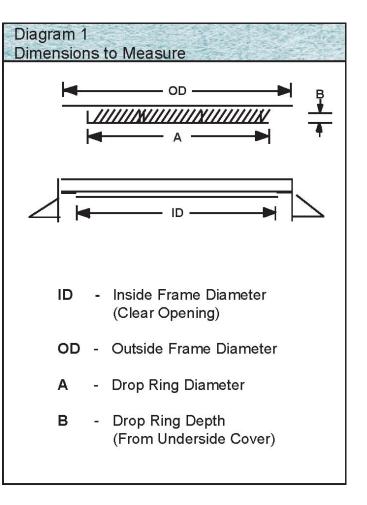
**4.** Take two or three readings along the inside diameter circumference and record the smallest measurement to the nearest eighth of an inch.

**5.** Locate the outer edge of the manhole rim. This is the OUTSIDE DIAMETER measurement (OD) as shown in the diagram (at right). The OD measurement and the bottom of the manhole cover will have the same dimensions.

**6.** Take two or three readings along the outside diameter circumference and record the smallest measurement to the nearest eighth of an inch.

7. Provide dimensions A and B on the cover as shown in the diagram below. Please indicate the specific type of manhole frame and cover that you have, i.e. standard (heavy or light duty), locking, boltdown, watertight, etc.' along with the name of the manufacturer, and if possible, include a drawing.

Refer to Diagram 1 at right for critical dimensions which are required when ordering LFM RainGuard Inflow Protectors.





5528 E. Highway 290 Giddings, Texas 78942 Phone 800.237.5791 Fax 979.542.0911

300 W. Riddleville Road Karnes City, Texas 78118 Phone 800.237.5791 Fax 979.542.0911

2450 Industrial Boulevard Waycross, Georgia 31503 Phone 912.285.7576 Fax 912.285.7553

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# ENVIRONMENTAL EQUIPMENT SALES, INC.

Site Development/Water & Wastewater Systems/Underground Utilities/Industrial Construction Page No.

> Pages #1494

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State Certified Electrical Contractor EC13004251 (813	) 677-2605 Fax	
	PHONE:	DATE:
PROPOSAL SUBMITTED TO:	407-468-3268	January 26, 2017
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MID COUNTY SERVICES, INC.	Doral Village – Emerg	ency Sewer Line Point Repair 8"
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200 Weathersfield Avenue		
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Altamonte Springs, FL 32714	Dunedin	FL
CONTACT NAME:	EMAIL:	
Mike Wilson, Regional Manager	MAWilson@uiwater.com	

We propose to furnish all labor, material and equipment necessary to complete emergency sewer line point repair between 8" Ductile Iron Pipe and 8" VCP Pipe between MH6C to MH5C per Altair Environmental Group, Inc. Report dated 1-9-17 and 1-10-17.

Work to Proceed as Follows:

- Videotape existing conditions prior to starting work and restored conditions after work is completed.
- 2) Locate existing utilities.
- 3) Mobilization. Installation of silt fence/shoring to prevent erosion into canal.
- 4) Install turbidity boom across canal.
- 5) Install temporary construction fence around excavation.
- 6) Provide all necessary dewatering.
- 7) Establish benchmark and shoot elevation for mobile home finish floor elevation to verify any potential settling of mobile home foundation.
- 8) Remove existing concrete patio stones and landscape shrubbery.
- 9) Install shoring next to mobile home foundation to facilitate excavation of approximately 9' deep to make repair.
- 10) Make repair by supplying and installing HyMax Coupling (DI to DI) and short length of 8" DI pipe as well as DI to Clay VCP pipe connection. Stabilize sewer pipe and excavation by encasing in FDOT 57 pipe bedding material.
- 11) Backfill, compact and fine grade excavation.
- 12) Sod disturbed areas. Replace shrubs and patio stones.
- 13) Demobilization and cleanup.

NOTES:

- Permit costs to be provided by Owner, if required. 1)
- 2) Does not include any engineering, geotechnical testing or materials testing.
- This proposal is based on all onsite cut material being useable for structural/pavement areas and trench backfill. 3)
- 4) Any adjustments/removal or location/relocation of existing utilities, which may conflict with proposed work not included.
- Does not include any disposal of hazardous or contaminated materials. 5)
- 6) Does not include videotaping or cleaning of sewer lines.

QUOTE-Work to be completed in accordance with the above specifications for the sum of: Fourteen Thousand Seven Hundred Fifty-Five Dollars and 00/100 (\$14,755.00) with Terms: Net 15 Days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above and estimate. All agreements are contingent upon strikes, accidents or delays at beyond our control. This proposal subject to acceptance within 15 days and is void thereafter at the option of the undersigned. Delinquency charges of 1½% per month will apply for all delinquent invoices. Collection fees for delinquent accounts, including attorney/collection agency fees and expenses incurred by Environmental Equipment Sales, Inc. are the responsibility of the customer.

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED

Satrich C. Slow Signature:

Date: January 27, 2017

Patrick C. Flynn, VP of Operations Print Name & Title

Date:

Signature:

Brian K. Spicher, President Environmental Equipment Sales Inc.