



## KEY WEST WWTP REHAB

Quotation #170026-A2  
October 13, 2017

Questions relative to this Quotation  
should be directed to Evoqua's area  
sales Representative:

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KWRU 014787

To: KW Resort Utilities Corp.

Job Name: **Key West WWTP Rehabs**

**1) SUMMARY:**

Evoqua Water Technologies, LLC proposes to deliver and install equipment/materials to rehab two (2) existing Davco WWTP's & existing clarifier being used as digester at the Key West Resort Utilities project as applicable to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale and Erection stated herein.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

**PRICE SUMMARY:**

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the "Excluded Items" Section 5 of this quotation for a list of items to be furnished by others.

**A) UNIT PRICING:**

| <b><u>ITEM &amp; DESCRIPTION:</u></b>  | <b><u>PRICE</u></b>              |
|--|----------------------------------|
| (See following pages for further description)  |                                  |
| Material/Equipment, Demo, Installation & paint to rehab two (2) existing WWTP's and standalone clarifier/digester. Digester work to be done at same time as one of the plant rehabs. | <b><u>\$915,000.00</u></b>       |
| Add Price to blast and repair air headers on each plant & digester. Eight (8) days estimated to do work.   | <b><u>\$3,000.00 per day</u></b> |
| Add Price for surfacing epoxy to fill voids in the steel on each plant & digester. Twelve (12) Days estimated to do work.  | <b><u>\$3,000.00 per day</u></b> |

**B) FREIGHT:** Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any storage on the site.

**C) QUOTATION VALIDITY:** This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.

**D) FIELD SERVICES: N/A (start-up/training not required)**

• **SERVICE MANUALS: N/A**

• **ADDENDUMS: None**

- E) **PAYMENT AND PRICE TERMS:** The terms of payment are net 30 in accordance with the following milestones:
- 10% with signed agreement.
  - 90% progressive payments.

Evoqua's prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, tariffs, import/ export fees, duties or any other government dues. The Purchaser shall be invoiced for taxes at the current rate of sales or use tax for the jobsite location, at the time of invoice issuance.

2) **DRAWING AND SHIPMENT SCHEDULE:**

Actual dates for equipment delivery will be provided after agreed upon schedule and fully executed purchase agreement. Evoqua will work closely with the Owner to provide delivery dates to meet the overall project schedule as possible.

Submittal Drawings on bridge assembly: 3-4 weeks

Estimated Shipment of Equipment: Within 14-16 weeks after final approved submittals.

Estimated installation time: 3-4 weeks per plant & 1 week on digester.

Estimated field painting time: 5-6 weeks per plant

3) **EQUIPMENT SCOPE**

- Provide and install new rectangular bridge support tubing and angles between plants from existing fine aeration basin to fine aeration basin. Rectangular tubing to be 8" x 4" x 1/4" 304SS with 2" x 2" x 1/4" stainless steel grating cross support angles. Existing handrails, toe plates and grating to be reused where available and new or modified handrails shall be installed as needed. New bridge tubing to include new 304SS mounting plates and 316SS hardware for mounting existing aluminum handrails. Also provided will be new aluminum handrail bases to be used as required on the existing handrails. New aluminum grating clips to be provided as required for existing grating.
- Provide and install a compatible WILO 304 SS davit base only on the new rectangular tube bridge between the WWTP plants. Davit not required. Modify existing aluminum handrails where davit base will be located so that they can, with minimal effort, be removed to allow heavy equipment and material to be swung onto the bridge. Evoqua to provide shop drawing of new rectangular bridge to owner for approval of removable handrail section and location of the WILO 304 SS davit base.
- Provide and install new 304 SS unistrut and clamps to support existing conduits on new bridge tubing.

- Provide and install new 304 SS control panel stands. Panels shall be mounted in same fashion as they are currently mounted with the new supports welded to the bridge section. Control panels will remain operational during the construction to allow treatment plants to operate.
- Provide and install new 304SS structure on the (2) existing platforms around the influent / flow regulator boxes. Include new 3" 304SS pipe supports. Existing handrails, toe plates and grating to be reused.
- Provide and install on each of the two platforms a WILO 304 SS davit rated for 250 kg., floor mounted with manual winch, 316SS 30ft cable and 304 SS base.
- Provide and install new 8" schedule 80 PVC from influent / flow regulator box to fine bubble aeration basin. Installation shall include providing and installing 304 SS supports to hold the 8" influent piping. Pipe supports shall be 304 SS and installed in a manner to support full flow of the pipe. Supports shall be welded to the new 304 SS clarifier catwalk supports. Remove influent trough and 6" pipe from the influent/flow regulator box to influent trough.
- Provide and install new 2" sch 40 304SS pipe to replace existing air header pipe supports as required.
- Provide and install new 304 stainless steel walkway/air header supports.
- Replace ears on end of effluent weir trough section with 304SS plates. Existing weir plates have to be removed for painting. Evoqua to re-install existing weir plates and provide new sealer and 304SS hardware as required.
- Provide and install new air piping on the 4 existing RAS/WAS airlifts, 304SS.
- Provide and install new removal diffusers system in the aeration zones in both plants.
- Remove all grating and reinstall after painting is complete.
- Install HLM 5000 on outer wall base rings on the inside of the tank after painting is complete.
- Blast all air piping and repair as needed. The cost for this work will be \$3000 per day which includes 3 men, materials and construction equipment. Eight (8) days estimated to do work. Any days over 8 will be an additional \$3000 per day.
- Remove valves on clarifier influent pipes.
- Remove all internals in existing standalone clarifier. This tank was original installed as a clarifier and is being used as a digester.

- Remove and replace existing 6" effluent line from east clarifier weir trough with 8" Sch 40 steel pipe and supports as needed.

#### 4) SURFACE PREPARATION AND CORROSION PROTECTION (FIELD)

- **Field blast and paint interior and exterior on two (2) existing WWTP's and one (1) Digester:**

##### Surface Preparation

Remove all grease, oil, dirt, dust, mold, mildew, and other soluble contaminants by Power Washing (minimum 3500 PSI, 3-5 gallons per minute, potable water). A cleaning detergent such as Trisodium Phosphate must be used to facilitate cleaning of mold and mildew.

Sweep Abrasive Blast Clean all sound, tightly-adhered coatings to create a minimum 1.5 mil angular surface profile in accordance with Brush Off Blast Cleaning (SSPC-SP7 / NACE No.4).

Spot Abrasive Blast Clean to remove all loose coatings, mill scale, rust, corrosion, and other contaminants in accordance with Near White Metal Blast Cleaning (SSPC-SP10 / NACE No.2). A minimum angular surface profile of 2.0 mils must be achieved. Surfaces must be clean and dry prior to the application of any coatings. All prepared bare steel must be primed the same day to avoid flash rusting.

##### Coating System

Interior specification has (2) coat Sherwin-Williams Coal Tar Epoxy specified at (16) mil DFT

Exterior specification has (2) coat Sherwin-Williams Macropoxy 646 specified at (4-6) mils. DFT (10 mil. total minimum)

Apply one top coat of Sherwin-Williams Acrolon Ultra at 2-3 mils DFT.

All Painting to be brushed and rolled.

Caulking is NOT included.

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

All water after pressure washing will be disposed of on ground or pumped back to WWTP.

Surfacing Epoxy to fill void in steel (If Required). The cost for this work will be \$3000 per day which includes 3 men, materials and construction equipment. Twelve (12) days estimated to do work. Any days over 12 will be an additional \$3000 per day.

- **Field blast and paint exterior on two (2) new filter units:** (per equipment scope #6)

**Surface Preparation**

Remove all grease, oil, dirt, dust, mold, mildew, and other soluble contaminants by Power Washing (minimum 3500 PSI, 3-5 gallons per minute, potable water). A cleaning detergent such as Trisodium Phosphate must be used to facilitate cleaning of mold and mildew.

Sweep Abrasive Blast Clean all sound, tightly-adhered coatings to create a minimum 1.5 mil angular surface profile in accordance with Brush Off Blast Cleaning (SSPC-SP7 / NACE No.4).

**UV Protective Coating System:**

**Exterior specification:**

- (1) coat Tnemec Series N69 HI Build Epoxoline II specified at (4-6) mils. DFT.
- (1) coat Tnemec Series 1075U specified at (2-3) mils. DFT

All Painting to be brushed and rolled.

Caulking is NOT included.

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

All water after pressure washing will be disposed of on ground or pumped back to WWTP.

**SSPC-SP7 blasting does not include complete removal of existing paint.**

**Due to the unknown integrity of the existing coating, and should additional blasting other than brush off blast on existing steel be required, Evoqua will furnish price and get approval for any additional work required before performing the work.**

**NOTE: Field painting cannot be performed in inclement weather or when temperatures are below 45° F. Evoqua will not be responsible for delays in the project due to the weather conditions.**

- **Inspection & Testing Requirements::**
  - The CONTRACTOR shall give the ENGINEER a minimum of three (3) days advance notice of the completion of any surface preparation work or start of coating application work.
  - Before application of the base (prime) coat and each succeeding coat, all surfaces to be painted shall be inspected by ENGINEER. Any and all defects or deficiencies shall be corrected by the CONTRACTOR before application of any subsequent coating.
  - Coating applications shall be checked for required MDFT as per these

specifications. All coated surfaces failing to meet the MDFT requirements shall be rejected.

- For all coatings subject to immersion, consult the coatings manufacturer's written instructions for time required after system application before immersion.
- Inspection by the ENGINEER or the waiver of inspection of any particular portion of the Work shall not be construed to relieve the CONTRACTOR of his responsibility to perform the Work in accordance with these Specifications.
- All equipment required for discontinuity (Holiday) testing of steel substrates and continuity verification of concrete substrates shall be furnished and operated by the painting contractor.
- Once the final coat is applied the CONTRACTOR shall Holiday test using high or low voltage spark testing (determined by mil thickness and NACE requirements) in the presence of the ENGINEER. Any failing areas shall be addressed and retested prior to acceptance of the work.

**FIELD ERECTION:**

- Evoqua proposes to furnish labor, equipment and expendable materials to install the equipment purchased on this proposal.
- Customer is responsible for having tanks drained and clean before Evoqua arrives on site to start rehab on tanks.
- Evoqua is responsible for offloading the equipment supplied by Evoqua.
- All materials/equipment removed from plant during demolition to be disposed of on site.
- Evoqua is responsible for installing supplied equipment by normal fabrication and welding procedures.
- Evoqua is responsible for providing the necessary construction equipment for erection (crane, welding machines, cutting equipment, etc.).
- Customer must provide access to within 20' of each plant and digester for a 50 ton crane.
- Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies LLC. General Terms and Conditions for Erection Work document is included as part of this proposal.

**NOTE:** There may be other items in need of repair that are not known at this time. Evoqua will give customer a quote for any additional repairs before work is to be done.

**Guarantee:** One (1) year from date of acceptance not to exceed eighteen (18) month from date of shipment.

**5) CLARIFICATIONS /EXCEPTIONS:**

The equipment specified herein is Evoqua’s standard equipment offering. Quotation is subject to the following clarifications:

| Article,<br>Section | CLARIFICATIONS / EXCEPTIONS   |
|---------------------|---|
|                     | 1. The scope of supply and pricing are based on EVOQUA standard equipment selection, wage rates, standard terms of sale and warranty terms. |

Variations from Evoqua’s standard Terms and Conditions of Sale and the Clarifications/Exceptions identified above can be negotiated on an individual, as needed basis prior to award of contract. However, please note that this proposal is expressly conditioned upon: (i) acceptance by the Owner or Contractor of the Terms and Conditions of Sale and the Clarifications/Exceptions as described within this proposal, without modification or addition, or a mutually agreed upon set of commercial and technical terms; and (ii) Evoqua’s satisfactory completion of an anti-corruption due diligence review of the purchaser.

**6) EXCLUDED ITEMS:**

Evoqua’s price includes only those items listed in this Quotation. Therefore, the items listed below will not be supplied by Evoqua:

- Potable water for pressure washing
- Draining and cleaning of tanks
- Disposal of existing materials
- Painting existing headwork’s platform.
- Start-up
- O&M manuals
- Electrical work of any kind
- Field disconnects, conduit and wiring
- Taxes, Permits, Bonds
- Any other equipment or items not expressly mentioned in this proposal



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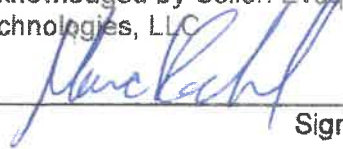
Quotation Submitted by Evoqua Water Technologies, LLC: Drew Whittington

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC





Signature

Signature

Christopher Johnson

Marc Roehl

Printed Name

Printed Name

President

VP & General Manager Municipal Segment

Title

Title

10-15-2017

10/20/2017.

Date

Date

**EVOQUA WATER TECHNOLOGIES LLC**  
**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF

LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees

that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

**Evoqua Water Technologies LLC  
GENERAL TERMS AND CONDITIONS  
FOR ERECTION WORK**

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Evoqua Waste Technologies erection crew.
3. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Evoqua Water Technologies shall be responsible for the clean up and removal of trash, scrap materials, etc., left from Evoqua Water Technologies erection work.
4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Evoqua Water Technologies erection crew to perform work during all weather conditions. Should Evoqua Water Technologies have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Evoqua Water Technologies for cost incurred and agrees Evoqua Water Technologies shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.
5. Evoqua Water Technologies' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Evoqua Water Technologies, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Evoqua Water Technologies acceptance of the erection job, Evoqua Water Technologies shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Evoqua Water Technologies due to such conflict the Purchaser hereby agrees to reimburse Evoqua Water Technologies for the additional costs incurred.

Evoqua Water Technologies is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Evoqua Water Technologies at the site shall be as determined by Evoqua Water Technologies. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies.

#### 6. INSURANCE

During the period of erection of the equipment contemplated herein, Evoqua Water Technologies will maintain the following insurance: Per Englewood Water District Insurance requirement, (copy attached).

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.

(e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided and stored until Evoqua Water Technologies installation is scheduled.

9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. BACKCHARGES: Evoqua Water Technologies will accept no backcharges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to backcharges.

12. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. Evoqua Water Technologies reserves the right to subcontract any of the work to one or more subcontractors.

15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.