



ATTN: Ed Castle
Weiler Engineering Corporation

September 28, 2017

RE: KWRU WWTP Filter Replacement, Stock Island, FL

Mr. Castle,

Reynolds Construction, LLC (Reynolds) is grateful for the relationship we share with Weiler Engineering Corporation (Weiler) and appreciate the opportunity to submit this proposal for the KWRU WWTP Filter Replacement in Stock Island, Florida.

Exclusions, Clarifications and Qualifications

- This proposal is based on preliminary, “Not for Construction” plans provided by Weiler unless otherwise noted
- This proposal is based on specifications provided by Weiler via Dropbox on September 1, 2017.
- Reynolds will supply a standard P6 construction schedule with periodic updates as required.
- Reynolds pricing does NOT include a field office for the project as detailed in 01590.
- Reynolds pricing does NOT include any signage, pipe labelling, valve tags, equipment tags, etc.
- Reynolds pricing is based on the reuse of all the existing valves and backwash pumps. Providing replacement or additional valves or pumps is NOT included in the pricing.
- Reynolds pricing is based on the reuse of all electrical conduit, wiring and electrical accessories. New or replacement wire pulls are NOT included in pricing. Any conduit, wiring and electrical accessories that are damaged by Reynolds during construction will be replaced with no additional cost.
- Pricing is based on full accessibility to the site. This includes the option of the Reynolds to work nights and weekends.
- Pricing is based on a schedule of 150 calendar days from Notice to Proceed to Substantial Completion and 180 days for Final Completion. It is also understood that the NTP will be provided in two forms. An Administrative NTP to allow engineering, submittals and material procurement to begin and a Full NTP to allow construction at the site to begin. The contract duration will be based on the Full NTP.
- Pricing is based on all instrumentation and controls being provided for by the plant operations. Reynolds did NOT include any programming or instrumentation installation.
- Pricing is based on the existing plant providing an area to dispose the filter media and any sludge in the existing tanks. Reynolds pricing does NOT include removal offsite of this material.
- Pricing is based on the supply of Evoqua standard equipment packaged modules as quoted to Reynolds on 9/12/17. Filter media will be as quoted by Evoqua.

- All filter and CCC tanks will be fabricated and coated off site. Any special inspections required by the owner or engineer will be done at the factory at no additional expense to Reynolds.
- Anchor details for the tanks were not provide in the plans or proposal. Reynolds assumes that the existing anchors for the tanks can be reused for the new tanks. Reynolds did NOT include installation of new anchors into the concrete.
- Pricing is based on the attached schedule.
- Any repairs to the existing concrete slab that was not caused by Reynolds is NOT included in the price.

We look forward to working with you on this project and future opportunities.

With Regards



Kevin Conkey
Project Manager
Reynolds Construction LLC

CC: Kevin Shemwell – Vice President
Joshua Vondersaar – District Manager
Jeremy Cox – Senior Estimator

Attachments:

- Bid Form
- Evoqua Scope
- Project Schedule

BID FORM

KWRU Filters and CCCs Replacements

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

KW Resort Utilities Corporation

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>N/A</u>	<u>N/A</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Lump Sum Bid Price for Base Bid	\$ 1,010,211.00
Lump Sum for Cash Allowance for New Backwash Pumps	\$17,000.00
Lump Sum for Cash Allowance for New Grating and Handrails, including New Bridge Between CCCs	\$42,000.00
Lump Sum for Cash Allowance for Reconfiguration of Backwash System Piping and Actuated Valves	\$25,000.00

Total of All Lump Sums

\$ 1,094,211.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Contractor's License No.: CGC1525041

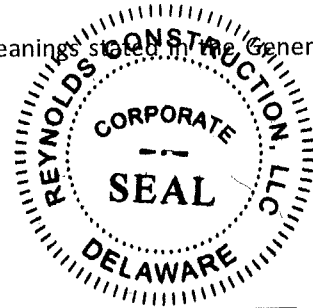
ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Reynolds Construction of Florida, LLC



By:

[Signature]

[Handwritten Signature]

[Printed name]

Frank Maines, District Manager/Assistant Secretary

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Handwritten Signature]

[Printed name]

Ira Joe Davis

Title:

Assistant Secretary

Submittal Date:

September 12, 2017

Address for giving notices:

300 E. Broad Street

Fairburn, GA 30213

Telephone Number: 770-969-4040

Fax Number: 770-969-4363

Contact Name and e-mail address: Jeremy Cox, Lead Estimator
jeremy.cox@reynoldscon.com

Bidder's License No.: CGC1525041 / CGC1525045
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

SHEMWELL, KEVIN DUANE
REYNOLDS CONSTRUCTION OF FLORIDA, LLC
4520 NORTH STATE ROAD 37
ORLEANS IN 47452

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1525041 ISSUED: 02/13/2017

CERTIFIED GENERAL CONTRACTOR
SHEMWELL, KEVIN DUANE
REYNOLDS CONSTRUCTION OF FLORIDA,

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1702130000521

DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1525041	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



SHEMWELL, KEVIN DUANE
REYNOLDS CONSTRUCTION OF FLORIDA, LLC
4520 NORTH STATE ROAD 37
ORLEANS IN 47452



ISSUED: 02/13/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1702130000521

KWRU 014704



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**BURTON, MICHAEL PAUL
REYNOLDS CONSTRUCTION OF FLORIDA, LLC
4520 NORTH STATE ROAD 37
ORLEANS IN 47452**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1525045 ISSUED: 02/13/2017

**CERTIFIED GENERAL CONTRACTOR
BURTON, MICHAEL PAUL
REYNOLDS CONSTRUCTION OF FLORIDA,**

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1702130000506

DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1525045	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



**BURTON, MICHAEL PAUL
REYNOLDS CONSTRUCTION OF FLORIDA, LLC
4520 NORTH STATE ROAD 37
ORLEANS IN 47452**



ISSUED: 02/13/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1702130000506

KWRU 014705

KWRU SAND FILTRATION SYSTEM WITH CHLORINE CONTACT CHAMBER

Quotation #**170296-A2** / September 25, 2017

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

Heyward FL Inc.

Tommy Tyson
863-370-7191 - Mobile
tyson@heywardfl.com

QUOTATION NO. 170296-A2	Muddy Creek WWTP Expansion Rehab	DATE: 09/12/2017
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To: Bidding Contractors

Job Name: **KWRU Sand Filtration System with Chlorine Contact Chamber**

1) SUMMARY:

Evoqua Water Technologies, LLC proposes to supply and deliver replacement of existing equipment in kind, re-using some of the equipment and piping. The two (2) existing sand filtration systems with chlorine contact chamber located at the Key West Resort utilities 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 8 of this quotation for a list of items to be furnished by others.

A) UNIT PRICING:

<u>ITEM & DESCRIPTION:</u> (See following pages for further description)	<u>PRICE</u> (Taxes not included)
Equipment described in Section 3	\$ _____

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: None

E) SERVICE MANUALS: None

F) ADDENDUMS: None

G) PAYMENT AND PRICE TERMS: The terms of payment are in accordance with the following milestones:

- 10% with submittal drawings (Net 30 days from invoice date);
- 90% on shipment of equipment, or offer to ship (Net 30 days from invoice date);

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. If this project is not subject to sales or use tax, please send a Tax Exempt Certificate with the issuance of any ensuing P.O. to Evoqua.

2) DRAWING AND SHIPMENT SCHEDULE:

Evoqua shall furnish shop drawing submittals and equipment per the following schedule:

- Submittal drawings: 2 weeks from the date of signed agreement by both parties.
- Submittal drawing review/approvals: Within 1 week from Evoqua’s delivery of submittal drawings.
- Shipment for first tank: 10 – 12 weeks after approval of submittal shop drawings
- Shipment for second tank: 14 – 16 weeks after approval of submittal shop drawings

3) EQUIPMENT SCOPE

General Description: Two (2) sand filtration systems with chlorine contact chambers consisting of a dual cell modular steel tertiary filter unit with a dosing rate 2 gpm/ft² on the filter bed area at average daily flow. The system is comprised of Evoqua standard equipment factory fabricated into convenient packaged modules that will produce a quality effluent and ensure easy installation and operation. Equipment is outlined below. Each cell is to be 6’-0” wide x 8’-6” long x 8’-6” high with required media, filter inlet connection, backwash inlet connection, backwash underdrain lateral assembly, and backwash trough assembly. The filter unit to be shipped to the job site for installation by the contractor.

FILTER PARAMETERS:

Tank Length	40’-0”
Tank Width	12’-0”
Tank height	5’-6”
Filter Cell dim.	6’-0” x 8’-6”
Filter Cell height	8’-6”

SCOPE OF SUPPLY: (each filter)

- Two (2) filter cells 6’-0” wide x 8’-6” long with a surface area of 51 square feet. Construction to be 1/4” thick carbon steel. Includes 4” flanged drain connection, 6” flanged influent connection and 12” flanged backwash trough connection on each cell exterior end wall. A 6” flanged connection for backwash line from header to cell/ccl interior wall.
- Filter/CCC tank 12’-0” wide x 31’-6” long. Construction to be ¼” thick carbon steel with C3x6 trim channel, six (6) mixing baffles 4’-0” O.C. with 3 ½” x 2 ½” x 3/8” thk. angle stiffeners and 18” opening on one end for flow around baffle, 2 ½” x 2 ½” x 3/8” thk. angles for grating supports as required. One shear gate to be located on one of the flow around baffles, One weir box, 90 degree sharp edge V-Notch.

QUOTATION NO. 170296-A2	Muddy Creek WWTP Expansion Rehab	DATE: 09/12/2017
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- 8" sch. 80 PVC backwash header in bottom of filter cell with 2" sch. 80 PVC laterals as required collecting the filtered water and serving to distribute the backwash water uniformly over the entire filter cell. 1 3/4" stainless steel uni-strut to support underdrain laterals. As shown on drawing D-02.
- Filter media: Gravel, size 1/2" – 3/4", 8" deep
Gravel, size 1/4" – 1/2", 3" deep
Gravel, size 1/8" – 1/4", 3" deep
Coarse sand, effective size 8-1.2 mm, 3" deep
Fine sand, effective size .45-.55 mm, 15" deep
Crushed anthracite, effective size 0.9-1.0 mm, 6" deep
All media shall conform to AWWA B100 standards
(Media will ship loose for field installation by the owner)

4) SURFACE PREPARATION AND CORROSION PROTECTION (SHOP)

Exterior:

- Surface Preparation: Abrasive blast clean metal to an SSPC-SP10 (near-white metal blast).
- Prime Coat: Tnemec Series 1 Omnithane @ a rate of 2.5 – 3.5 mils DFT.
- Intermediate Coat: Apply (1) one coat of Tnemec Series N69 HI Build Epoxoline II @ a rate of 4.0 – 6.0 mils DFT.
- Top Coat: Apply (1) one coat of Tnemec Series 1075U @ a rate of 2.0 – 3.0 mils DFT.
- Touch up kit: Tnemec Series 1075U. (1) gallon
- MDFT: 10.0 Mils for the three (3) coat system.

Interior:

- Surface Preparation: Abrasive blast clean metal to an SSPC-SP10 (near-white metal blast).
- Prime Coat: Tnemec Series 1 Omnithane @ a rate of 2.0 – 3.0 mils DFT.
- Intermediate Coat: Tnemec Series 446 @ a rate of 7.0 – 9.0 mils DFT.
- Top Coat: Tnemec Series 446 @ a rate of 7.0 – 9.0 mils DFT.
- Touch up kit: Tnemec Series 446. (1) gallon
- MDFT: 16.0 Mils for the three (3) coat system.

7) CLARIFICATIONS /EXCEPTIONS:

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

Article, 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.

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.

8) EXCLUDED ITEMS:

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

- Installation
- Start-up
- Backwash pumps, valves and piping
- Aluminum handrails and grating
- Interconnection field piping and valves of any kind
- Drain valves
- Abrasion resistant underlayment pads for backwash pumps
- Field Conduit, wiring, and disconnects
- Controls of any kind
- Access ladder to top ccc tank of filter cell
- Access ladder to top filter cells
- Anchor bolts
- Taxes, Permits, and Bonds
- Any other equipment or items not expressly mentioned in this proposal

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

Printed Name

Printed Name

Title

Title

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) twelve (12) months from delivery of the Work or (ii) eighteen (18) 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.

Activity ID	Activity Name	Original	Start	Finish	Total Float	Classic Schedule Layout																																		
						October 2017				November 2017				December 2017				January 2018				February 2018				March 2018				April 2018				May 2018						
						01	08	15	22	29	05	12	19	26	03	10	17	24	31	07	14	21	28	04	11	18	25	04	11	18	25	01	08	15	22	29	06	13	20	27
KWRU Filter						241	28-Sep-17	26-May-18	0	→ 26																														
KWRU Filter.Admin						241	28-Sep-17	26-May-18	0	→ 26																														
A1000	Bid Proposal	0	28-Sep-17*	28-Sep-17*	0	Bid Proposal																																		
A1020	Bid Evaluation	7	28-Sep-17	04-Oct-17	0	Bid Evaluation																																		
A1010	Notice of Award	0		04-Oct-17	0	Notice of Award																																		
A1030	Execute Contract	14	05-Oct-17	18-Oct-17	0	Execute Contract																																		
A1040	Admin Notice to Proceed	0	19-Oct-17		0	Admin Notice to Proceed																																		
A1850	Const Notice to Proceed	0	28-Nov-17		0	Const Notice to Proceed																																		
A1800	Substantial Completion	0		04-Apr-18	52	Substantial Completion																																		
A1810	Final Completion	0		18-Apr-18	38	Final Completion																																		
A1830	Contract Substantial Duration	0		26-Apr-18	30	Contract Substantial Duration																																		
A1840	Contract Final Duration	0		26-May-18	0	Contract Final Duration																																		
KWRU Filter.Procurement						21	05-Oct-17	25-Oct-17	95	→ 25-Oct-17, KWRU Filter.Procurement																														
A1050	Purchase Filter Tanks	7	05-Oct-17	11-Oct-17	42	Purchase Filter Tanks																																		
A1060	Purchase PVC Piping	7	19-Oct-17	25-Oct-17	71	Purchase PVC Piping																																		
A1070	Purchase Filter Media	7	19-Oct-17	25-Oct-17	90	Purchase Filter Media																																		
A1080	Purchase Bolts and Gaskets	7	19-Oct-17	25-Oct-17	70	Purchase Bolts and Gaskets																																		
A1090	Painter Subcontract	7	19-Oct-17	25-Oct-17	90	Painter Subcontract																																		
A1100	Electrical Subcontract	7	19-Oct-17	25-Oct-17	92	Electrical Subcontract																																		
A1110	Purchase Pipe Supports	7	19-Oct-17	25-Oct-17	70	Purchase Pipe Supports																																		
A1120	Purchase Underlayment	7	19-Oct-17	25-Oct-17	69	Purchase Underlayment																																		
A1130	Purchase Ladders and Platforms	7	19-Oct-17	25-Oct-17	49	Purchase Ladders and Platforms																																		
A1140	Purchase Filter Underdrains	7	19-Oct-17	25-Oct-17	95	Purchase Filter Underdrains																																		
A1150	Purchase Handrails	7	19-Oct-17	25-Oct-17	49	Purchase Handrails																																		
KWRU Filter.Submittals						42	12-Oct-17	22-Nov-17	95	→ 22-Nov-17, KWRU Filter.Submittals																														
A1160	Tank Submittals	14	12-Oct-17	25-Oct-17	42	Tank Submittals																																		
A1170	PVC Pipe Submittals	28	26-Oct-17	22-Nov-17	71	PVC Pipe Submittals																																		
A1180	Filter Media Submittals	28	26-Oct-17	22-Nov-17	90	Filter Media Submittals																																		
A1190	Bolt and Gasket Submittals	28	26-Oct-17	22-Nov-17	70	Bolt and Gasket Submittals																																		
A1200	Paint Submittals	28	26-Oct-17	22-Nov-17	90	Paint Submittals																																		
A1210	Electrical Submittals	28	26-Oct-17	22-Nov-17	92	Electrical Submittals																																		
A1220	Pipe Support Submittals	14	26-Oct-17	08-Nov-17	70	Pipe Support Submittals																																		
A1230	Underlayment Submittal	28	26-Oct-17	22-Nov-17	69	Underlayment Submittal																																		
A1240	Ladders and Platform Submittals	28	26-Oct-17	22-Nov-17	49	Ladders and Platform Submittals																																		
A1250	Filter Underdrain Submittals	28	26-Oct-17	22-Nov-17	95	Filter Underdrain Submittals																																		
A1260	Handrail Submittals	28	26-Oct-17	22-Nov-17	49	Handrail Submittals																																		
KWRU Filter.Material Delivery						98	26-Oct-17	31-Jan-18	68	→ 31-Jan-18, KWRU Filter.Material Delivery																														
A1270	Deliver Tank #1	70	26-Oct-17	03-Jan-18	42	Deliver Tank #1																																		
A1280	Deliver Tank #2	98	26-Oct-17	31-Jan-18	68	Deliver Tank #2																																		
A1340	Deliver Pipe Supports	28	09-Nov-17	06-Dec-17	70	Deliver Pipe Supports																																		
A1290	Deliver PVC Piping	14	23-Nov-17	06-Dec-17	71	Deliver PVC Piping																																		
A1300	Deliver Filter Media	21	23-Nov-17	13-Dec-17	90	Deliver Filter Media																																		
A1310	Deliver Bolts and Gaskets	14	23-Nov-17	06-Dec-17	70	Deliver Bolts and Gaskets																																		
A1320	Deliver Paint Materials	14	23-Nov-17	06-Dec-17	90	Deliver Paint Materials																																		
A1330	Deliver Electrical Materials	14	23-Nov-17	06-Dec-17	92	Deliver Electrical Materials																																		
A1350	Deliver Underlayment	14	23-Nov-17	06-Dec-17	69	Deliver Underlayment																																		
A1360	Deliver Ladders and Platforms	42	23-Nov-17	03-Jan-18	49	Deliver Ladders and Platforms																																		
A1370	Deliver Filter Underdrains	14	23-Nov-17	06-Dec-17	95	Deliver Filter Underdrains																																		
A1380	Deliver Handrails	42	23-Nov-17	03-Jan-18	49	Deliver Handrails																																		
KWRU Filter.Sitework						8	04-Dec-17	13-Dec-17	27	→ 13-Dec-17, KWRU Filter.Sitework																														
A1390	Mobilize to Site	5	04-Dec-17	08-Dec-17	27	Mobilize to Site																																		
A1400	Pre-Demo Documentation	3	11-Dec-17	13-Dec-17	27	Pre-Demo Documentation																																		
KWRU Filter.Tank #1						38	14-Dec-17	13-Feb-18	27	→ 13-Feb-18, KWRU Filter.Tank #1																														
A1410	Pump Tank Dry	1	14-Dec-17	14-Dec-17	28	Pump Tank Dry																																		
A1430	Remove Electrical	2	14-Dec-17	15-Dec-17	27	Remove Electrical																																		
A1420	Remove Existing Filter Media and Sludge	2	15-Dec-17	18-Dec-17	28	Remove Existing Filter Media and Sludge																																		
A1440	Remove External Piping	2	18-Dec-17	19-Dec-17	27	Remove External Piping																																		
A1450	Remove Internal Piping	2	20-Dec-17	21-Dec-17	27	Remove Internal Piping																																		

█ Actual Work
 █ Critical Remaining Work
 Summary
█ Remaining Work
 ◆ Milestone

