

FLORIDA UTILITY SERVICES 1, LLC
5911 TROUBLE CREEK RD.
NEW PORT RICHEY, FL. 34652
863-904-5574

August 21, 2019,

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

RE: Application for a SARC for West Lakeland Wastewater, LLC in Polk
County Docket # 20190113

Dear Commission Clerk:

Attached are the quote for new truck purchase and bid from
contractor for cleaning of wastewater plant for the docket file.

On behalf of the utility,



Mike Smallridge.

Date 08/20/2019
 Stock# 190077
 Salesperson Don Fisch
 Email _____
 Customer Survey
 Radio ___ Newspaper ___ TV ___
 Other _____



GATOR FORD - MORGAN
 11780 Tampa Gateway Blvd
 SEFFNER, FL 33584

Buyer FLORIDA UTILITY SERVICES 1 LLC					DOB //																	
Co-Buyer Mike Smallridge					DRIVER'S LICENSE NO.																	
Address 3336 GRAND BLVD					City TARPON SPRINGS																	
County PAS					State FL																	
Zip 34690-2249					Home Phone (727) 645-5861																	
Business Phone					Cell Phone																	
Buyer's Insurance Co.					Policy #																	
ENTER ORDER FOR	NEW	USED	DEMO	YEAR 2019		MAKE Ford		MODEL Transit Connect														
BODY TYPE			COLOR Frozen White			TRIM XL Cargo V		MILEAGE 11														
N	M	O	L	S	7	E	2	7	K	1	3	9	4	2	4	5	GVW		WHEEL BASE		C.A.	

NOTES	PRICE		26,864.00	
	Extreme Upfit		5,143.00	
	LIST OR CASH SELLING PRICE		32,007.00	
	ALLOWANCE ON TRADE			
	CASH DIFFERENCE		32,007.00	
	FL LAW: WASTE TIRE FEE (QTY___)		5.00	
	FL LAW: LEAD-ACID BATTERY FEE (QTY___)		1.50	
	NOTARY AND HANDLING FEE		899.00	
	ADMINISTRATIVE FILING FEE		184.00	
	SUBTOTAL		33,096.50	
	SALES TAX		2,035.79	
	FET EXCLUDE TIRES			
	STATE REQUIRED 400.00 2.00		402.00	
	TOTAL CASH DELIVERED PRICE		35,534.29	

YEAR _____ MAKE _____ MODEL _____

COLOR _____ # _____ VIN # _____

MILEAGE _____ LICENSE # _____ STATE _____ EXP DATE _____

LIEN HOLDER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

NET PAYOFF GOOD TIL _____

ACCOUNT NUMBER _____

GIVEN BY _____

Michael Smallridge - FL Utility Services
 PRINT NAME OF BUYER

[Signature]
 SIGNATURE OF BUYER (for purchase of vehicle)

08/20/2019
 DATE

08/20/2019
 DATE

SIGNATURE OF BUYER'S AUTHORIZED REPRESENTATIVE (for purchase by corporation or other types of entity)

 TITLE OF BUYER'S AUTHORIZED REPRESENTATIVE

SALES QUOTE WORKSHEET



Go Further
ford.com

VEHICLE DESCRIPTION

TRANSIT CONNECT

K1 394245

2019 XL CARGO VAN LWB
124 IN WHEELBASE
2.0L I4 DIESEL ENGINE
8 SPD AUTO TRANSAXLE

EXTERIOR: FROZEN WHITE METALLIC
INTERIOR: EBONY VINYL SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- BODY SIDE MOLDINGS - BLACK
- BUMPERS - BLACK
- DOOR HANDLES - BLACK
- DOORS - DUAL SLIDING SIDE, 180-DEGREE SWING-OUT REAR
- GRILLE - 3-BAR, BLACK
- HALOGEN HEADLAMPS

INTERIOR

- 6-WAY MANUAL DRIVER/4-WAY MANUAL PASSENGER SEATS
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- CARGO TIE-DOWN HOOK(S)
- FLOOR CONSOLE W/ CUPHOLDERS
- OVERHEAD STOWAGE SHELF
- POWERPOINTS - 12V (2)
- SMART CHARGING USB PORT(1)
- STEERING - TILT/TELESCOPIC

FUNCTIONAL

- BRAKES, 4-WHEEL DISC/ABS
- FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
- FRONT WHEEL DRIVE
- FUEL TANK - 15.8 GAL
- HILL START ASSIST
- LIGHT, REAR CARGO
- POWER STEERING W/EPAS
- POWER WINDOWS & LOCKS
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY

SAFETY/SECURITY

- ADVANCETRAC WITH RSC
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SIDE AIR CURTAINS
- EMERGENCY BRAKE ASSIST
- SECURILOCK PASS ANTI THEFT
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE (MSRP)

ORDER CODE 100A

OPTIONAL EQUIPMENT/OTHER

50 STATE EMISSIONS	NO CHARGE
HEAVY DUTY BATTERY	NO CHARGE
CRUISE CONTROL	225.00
FIXED REAR GLASS	295.00
REVERSE SENSING SYSTEM	295.00
KEY FOBBS - 2 ADDITIONAL	65.00

PRICE INFORMATION

BASE PRICE	\$25,100.00
TOTAL OPTIONS/OTHER	880.00
TOTAL VEHICLE & OPTIONS/OTHER	25,980.00
DESTINATION & DELIVERY	1,195.00

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy
25 MPG
combined city/hwy
24 city
27 highway
4.0 gallons per 100 miles

Spec. Purpose Vehicles range from 15 to 25 MPG. The best vehicle rates 136 MPGe.

You spend \$750
more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$1,550

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



This vehicle emits 353 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$7,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.55 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	Not Rated
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Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat Rear seat	Not Rated
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Based on the risk of injury in a side impact.

Rollover	Not Rated
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Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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- New vehicles include a complimentary 3-month or 3GB data Wi-Fi trial.
- Connect up to 10 Wi-Fi-equipped devices.

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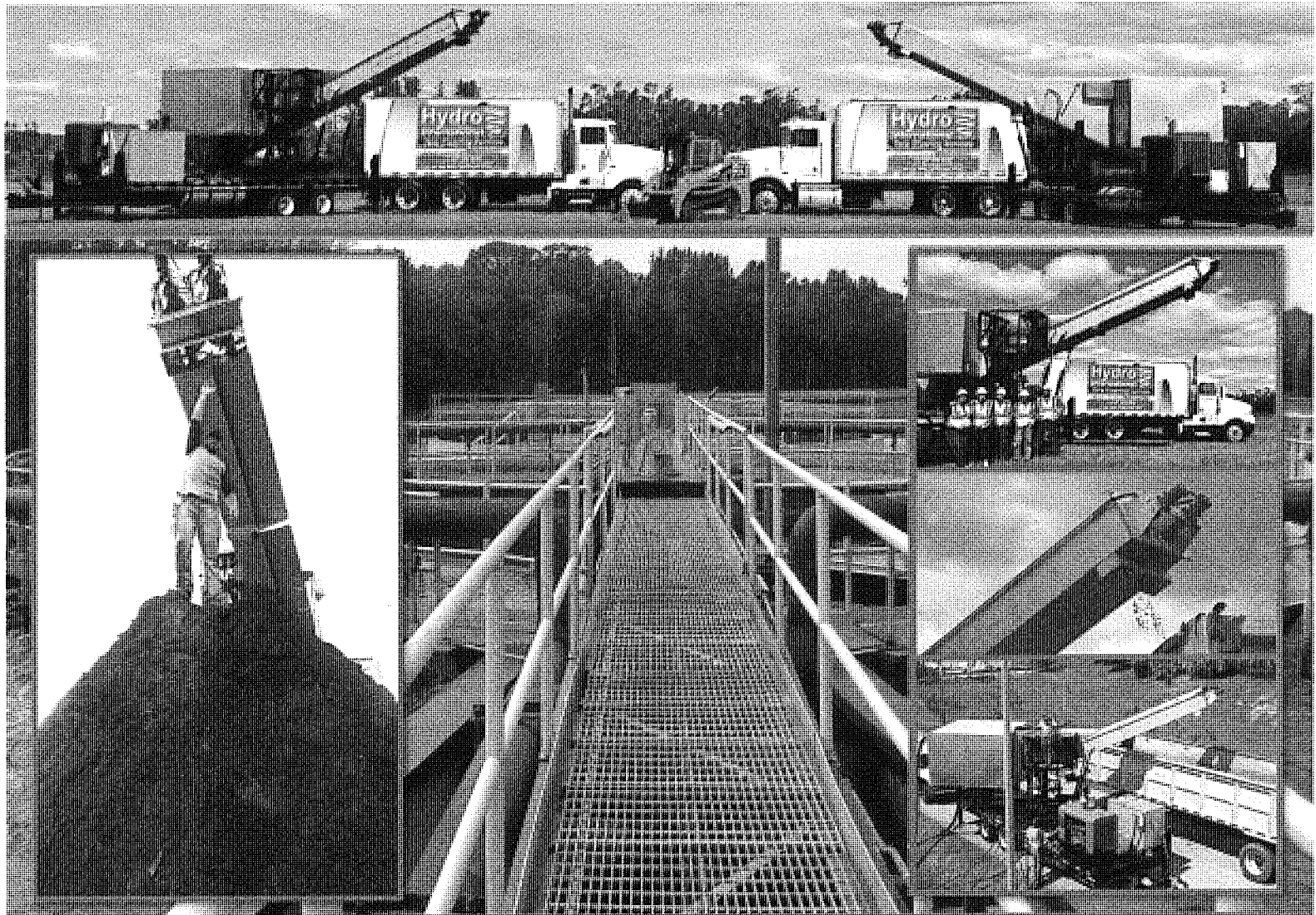


WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

JJ053 N RB32X 920 000719 09 05 18



Tank Cleaning Services Proposal Package
Lazy Lake WWTP
Lakeland, FL

Supplier

Hydro International
Settled Solids Management
711 Progress Way
Sanford, FL 32771
(407) 322-0330

SSM.hydro-int.com

Hydro
International 

June 19, 2019

Mr. Michael Smallridge
Florida Utility Services 1, LLC
3336 Grand Blvd. #102
Holiday, FL 34690

RE: Sand/Grit Removal Services
Lakeland, FL – Lazy Lake WWTP
File #19_11_0311

Dear Mr. Smallridge:

Thank you for your interest in Hydro International. We are pleased to present our proposal for in service sand and grit removal at your treatment plant. Hydro International is dedicated to providing innovative, high performance basin cleaning services through superior engineering, high-quality products and unmatched customer service. Our extensive experience includes over 35 years of cleaning wastewater treatment plants throughout Florida. Hydro International's patented, portable Sand Dragon II Vertical Grit Separator (VGS) system provides the opportunity to remove at least 95% of sand and grit that has deposited in tanks, digesters, clarifiers, ditches and channels without the need of draining the tanks or basins and without disruption of the plants daily operation.

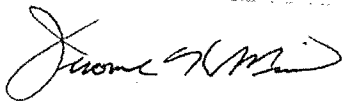
We would like to help your plant save money. Removing sand and grit deposits from aeration basins can provide an immediate 30% to 40% reduction in the operational power costs thanks to a reduced load on the blowers. The sand and grit built up within a plant is the number one cause of premature equipment failure; let us take the grit out and save your equipment.

The Sand Dragon VGS system is highly effective at a number of applications including:

- Sand removal from wastewater tanks including (but not limited to): aeration basins, fine or fixed air diffuser systems, anoxic basins, surge tanks, oxidation ditches, nitrification tanks, digesters, filter cells, master lift stations/wet wells and lined or quilted ponds.
- Total tank cleanout and sanitization to prepare for demolition, inspection, sand blasting, painting, or recoating
- Vegetation removal: duckweed, small trees and bushes
- Filter media cleaning and replacement

We sincerely appreciate your interest in our services and look forward to working with you on this project. Reference lists are available upon request. If you have any questions or concerns, do not hesitate to contact us

Regards,
Hydro International



Jerry Mims
SE Tank & Dewatering Services Manager

Proposed Scope of Services

Hydro International, using Sand Dragon II Vertical Grit Separator (VGS), hydraulic pumps, and a Hydro Shovel, to perform the following services:

- Remove at least 95% of the “accessible” sand and grit from the bottom of seven (7) aeration basin {approximately 5' by 10'} while the plant stays in operation and full of water.
- Sand and grit will be discharged into a rollaway container supplied by Hydro for haul and disposal. All sludge will be sent back to the tank it was removed from.

Assumptions

- “Accessible” sand and grit is not obstructed by sharp corners or restricted angles, under steel plates or grating, in small crevices or openings, under dense rag deposits, or blocked to where Hydro’s equipment cannot easily reach.
- Customer is responsible for all permits and analysis that may be required by regulatory authorities, such as TCLPs/recent sludge analysis. Documents must be supplied to Hydro prior to Hydro’s mobilization to the jobsite.
- Hydro will be responsible for all trucking and disposal fees.
- If the material to be removed includes substances that make it impossible to dewater the sand and grit to pass a paint filter test, an alternative method for H&D will be required and charged at an additional rate.
- Hydro’s personnel will work a standard 8 hr workday Monday through Friday.

Exclusions

Any item(s) not specifically described above are excluded and are not to be supplied by Hydro International including but not limited to the following:

- This scope of work excludes services or services to other equipment in the facility not outlined above.
- The scope of work is limited to removing grit/sand from seven (7) basin/tanks only, see above.
- State and local taxes
- Bonds of any kind
- Grit dumpsters not expressly stated above

Notes

- All work shall be performance in a timely and professional manner
- Work can be scheduled upon Hydro International’s receipt of signed proposal
- Change Orders will be required for the following situations:
 - Change in tank or additional tanks requested to be cleaned
 - Change in type of hauling and disposal methods
 - Delays preventing Hydro from performing our tank cleaning in a timely manner
- A class 1 landfill is a landfill that is permitted to receive dewatered solids such as sand, grit, rags or foliage that will pass a paint filter test for disposal. They are not permitted to receive sludge in any form such as cake or liquid
- AA Disposal site: is permitted to receive cake sludge as well as liquid sludge, grease trap materials and septage from septic tanks. They are not permitted to receive sand, grit, rags and foliage that is dewatered to a consistency that would pass a paint filter test.
- Quotes for extended Service & Maintenance contracts can be provided if requested

Pricing for Proposed Services

Aeration Tanks at Lazy Lake WWTP

Mobilization Fee:	\$2,500.00
Cost for sand and grit from aeration tanks:	\$8,500.00
Total price:	\$11,000.00

Haul and Disposal Rate* (per wet ton):

\$170.00

*Haul and disposal to a permitted disposal site of removed sand and grit to be charged at an additional rate of \$170.00 per wet ton. The haul and disposal weights will be verified through landfill weight slips.

Quote Validity

30 days from date of issue

Payment Terms

Net 30 Days after Invoice

Warranty

Hydro International's Standard Warranty shall apply per the Terms and Conditions of Sale.

Delivery

Please allow up to 4-6 weeks after receipt of purchase order, or sooner pending current scheduling, before services can be scheduled. Scheduling will be done on a first come first serve basis. Unless emergency services are required.

Terms & Conditions

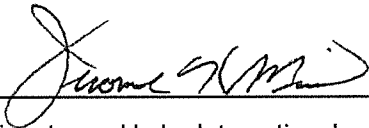
This proposal is made pursuant to Hydro International's standard Terms & Conditions of Sale, attached hereto and made a part hereof.

Accepted

Signature – Florida Utility Services 1, LLC

Print Name and Title

Date



Signature – Hydro International

Jerry Mims

Print Name and Title

June 18, 2019

Date

Standard Terms and Conditions of Sale

1. **DEFINITIONS.** "Hydro" is Hydro International with an address of 2925 NE Alcock Drive #140 in Hillsboro, Oregon. "Buyer" is the party purchasing the goods from Hydro.
2. **ENTIRE AGREEMENT.** Hydro's agreement is based on these terms and conditions of sale. This document, together with any additional writings signed by Hydro, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained, or waived by parol evidence, Buyer's purchase order, any course of dealing, Buyer's payment or acceptance, or in any other way except in writing signed by Hydro through its authorized representative. These terms and conditions are intended to cover all activity of Hydro and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Hydro's obligations hereunder are expressly conditioned on Buyer's assent to these terms and conditions. Hydro objects to any terms that are different from, or additional to, these terms and conditions. Any applicable detail drawings and specifications are hereby incorporated and made a part of these Terms and Conditions of Sale insofar as they apply to the material supplied hereunder.
3. **SPECIFICATIONS.** Products are supplied in accordance with information received by Hydro, or its duly authorized agent, from Buyer. Hydro shall have no responsibility for products created or sold based upon inaccurate and/or incomplete information supplied to it. Buyer shall ensure that Hydro receives all relevant information in time to enable it to supply the appropriate products.
4. **PURCHASE PRICE AND PAYMENT TERMS.** All prices are in U.S. dollars and all payments shall be made in U.S. dollars. Payment terms are as follows:

	Incremental Payment	Cumulative Payment
Net 30 Days from Invoice	100%	100%

If payments are not made in conformance with the terms stated herein, any unpaid balance shall be subject to interest at a rate 1½% per month, but not to exceed the maximum amount permitted by law. If shipment is delayed by Buyer, the previously agreed date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If manufacture is delayed by Buyer, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If at any time in Hydro's judgment Buyer may be or may become unable or unwilling to meet the terms specified, Hydro may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment.

Until payment in full has been received by Hydro, this Standard Terms and Conditions of Sale shall constitute a security agreement and Buyer hereby grants Hydro a purchase money security interest in and to the products produced by Hydro hereunder, and any products or proceeds thereof. In particular:

- a. Hydro will retain an express purchase money security interest in and to the products and all proceeds thereof.
 - b. Until full payment for the products is received by Hydro, Hydro reserves the right to retake possession of the products at any time and for this purpose Buyer authorizes Hydro or its duly authorized agent to enter upon land or premises where it believes the product may be.
 - c. Proceeds of any disposal of the products shall be held in trust for Hydro pursuant to the terms of the Maine Uniform Commercial Code.
 - d. Buyer grants Hydro a power of attorney for the purpose of filing a UCC-1 financing statement in the name of Buyer to evidence Hydro's security interest in the products.
5. **WORK STOPPAGE OR DELAYS.** If, after starting the project, through no fault of Hydro International, the project is stopped or delayed by conditions caused by the customer, Hydro International is to be paid at the rate of \$300.00 per hour for each hour it is not allowed to work and its equipment remains on site. This charge shall be in addition to the dollar amount of this contract. Hydro International will submit a change order to the customer for the additional charges. Payment of these additional charges shall be in accordance with Section I of these Terms and Conditions.
 6. **SCOPE OF SUPPLY.** Hydro Scope of Supply excludes 1) cleaning services to other equipment not named in the proposal and/or bid that is at the facility, 2) is limited to the basin, tank, ditch, etc. that was quoted in the proposal and/or bid. If when arriving on the project site, the plant and/or personnel decides to have a different basin, tank, ditch, etc. cleaned, Hydro will be allowed to opportunity to inspect and provide an updated quote to clean that particular basin, tank, ditch, etc. A change order will be required if the pricing to clean the new tank comes in higher than the original proposal and/or bid, 3) is limited to removing sand only. If

after starting the project Hydro runs into excessive rags and/or other material that prevents Hydro from performing the work of our original scope, then a change order must be made to Hydro prior to work continuing on the project.

7. **BACKCHARGES:** In the event that Buyer is required to make repairs, corrections or modifications to the goods supplied by Hydro, it shall only do so upon written approval from Hydro. Backcharges shall be limited to the costs directly associated in making the repairs, corrections or modifications to the goods supplied by Hydro. The costs of such backcharges shall be subject to approval by Hydro and shall be limited to: (1) directly related labor and material costs, (2) directly related equipment and tool rental at prevailing rates in the project location and (3) Buyer's overhead & supervision costs to make repairs, corrections or modifications to the goods supplied by Hydro. Buyer shall submit complete documentation to Hydro's satisfaction including but not limited to labor time sheets, material lists, and rental fees detailing the nature of the back charges. Backcharges shall be in the form of an adjustment to the contract price or reduction in retained payments and not a direct payment. No incidental or consequential backcharges shall be allowed.
8. **CANCELLATION & BREACH:** Orders placed cannot be canceled, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Hydro's written consent and upon terms which shall indemnify Hydro against all loss. In the event of cancellation or the substantial breach of Buyer's obligations, as by failing to make any of the payments when due, the parties agree that Hydro will suffer a serious and substantial damage that will be difficult, if not impossible, to measure, both as of the time of entering into this purchase agreement and as of the time of such cancellation or breach. Therefore, the parties agree that, upon such cancellation or breach, Buyer shall pay to Hydro the sums set forth herein below, which sums the parties do hereby agree shall constitute agreed and liquidated damages in such event:
 - a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of submittal documents by Hydro to Buyer, liquidated damages shall be 10% of the selling price.
 - b. If cancellation or breach shall occur within thirty (30) days from the mailing of submittal documents by Hydro to Buyer, the liquidated damages shall be 20% of the selling price.
 - c. If the cancellation or breach occurs after thirty (30) days from the mailing of submittal documents by Hydro to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the order involved herein by Hydro's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Hydro to Buyer, said sums to be determined at the sole reasonable discretion of Hydro; provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
 - d. If cancellation or breach shall occur after Hydro has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price, less costs associated with startup or field testing.
9. **WARRANTY:** Hydro shall perform the services outlined in the Proposed Scope of Services, using our patented process, in a professional manner and with the degree of care and skill ordinarily exercised under similar circumstances, with generally accepted industry standards. Hydro will conform to all local, State and Federal regulations. Hydro will not be liable for any special, indirect, incidental or consequential loss or damages. The remedies set forth herein are exclusive and the total liability of Hydro under this agreement including negligence or otherwise, arising out of, connected with or resulting from services provided under this agreement shall not exceed the total fees for the services paid by the customer or \$50,000.00 U.S., whichever is less. Subcontract costs are not defined as fees for service under this agreement
10. **FIELD SERVICE:** Startup/Field Service will only be scheduled upon written request. Buyer shall notify Hydro of schedule requirements at least ten (10) working days in advance, or additional charges may be added to cover late-scheduled travel costs. Additional costs will be limited to those arising out of late-scheduled costs. Should Buyer have outstanding balances due Hydro, no startup / field service will be scheduled until such payments are received by Hydro. Hydro will send documents to Buyer defining the service or startup requirements. Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Hydro's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Hydro shall have the option to bring the Field Service Engineer home and bill Buyer for time, travel and living expenses. Additional field service is available from Hydro at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.
11. **LIMITATION OF HYDRO'S LIABILITY.** Hydro assumes no liability or responsibility for the misuse of its products by Buyer, Buyer's employees, agents or assigns, or other use inconsistent with the use appropriate to the performance specification requirements submitted to Hydro, and Buyer agrees to indemnify and hold harmless Hydro for any loss, costs, expense or liability that it may incur or be put to as a result of misuse or inconsistent use of the products. In addition, Hydro shall have no liability to Buyer for any consequential or incidental damages incurred by Buyer in connection with the contract documents or the products purchased by Buyer. Hydro shall not be liable for any loss which results from delay in delivery caused by any reason beyond its control, including, but not limited to, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or inability to obtain materials or services, any interruption of its facilities, or act of any governmental authority. The time for delivery shall be

extended during the continuance of such conditions. The total liability of Hydro to Buyer in the form of liquidated damages for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum.

12. **INTELLECTUAL PROPERTY.** Hydro shall retain sole ownership of all of its intellectual property used or produced in connection with the Project, including but not limited to all drawings, specifications, software, written materials, manuals, marks, business methods, and all other property that is capable of protection by a patent, copyright or trademark (whether or not such protection has actually been sought). Buyer shall not use such intellectual property except for the purpose of confirming the quality of design and/or manufacturing of the products and services set forth in the Proposal. Buyer shall not photocopy, duplicate or in any way copy such intellectual property except for the Buyer's internal purposes only (but not for rendering services or selling products to third persons). Buyer shall not sell, license, assign or transfer the intellectual property protected by this paragraph to anyone. Buyer shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Hydro) used for the Project, and shall indemnify and hold harmless Hydro against all claims by licensors of such software. Hydro makes no warranty regarding the effect of such third-party software on the performance of the software to be developed by Hydro for the Project and Hydro shall be released from any warranties given to Buyer to the extent that such software causes or contributes to problems. Following acceptance and final payment to Hydro, Hydro will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only in the form of the license agreement attached as Exhibit A.
13. **TAXES.** Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless Hydro is furnished with a proper exemption certificate relieving Hydro of paying or collecting the tax, excise, duty or levy in question.
14. **INTERPRETATION OF CONTRACT.** This contract shall be construed according to the laws of the State of Maine.
15. **CHOICE OF FORUM.** Buyer and Hydro hereby consent and agree that the United States District Court for the District of Maine or the District Court or Superior Court located in the City of Portland, County of Cumberland, Maine will have exclusive jurisdiction over any legal action or proceeding arising out of or relating to the contract documents, and each party consents to the personal jurisdiction of such Courts for the purpose of any such action or proceeding. Buyer and Hydro further hereby consent and agree that the exclusive venue for any legal action or proceeding arising out of or relating to the contract documents will be in the County of Cumberland, Maine. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction and venue.
16. **ATTORNEYS' FEES.** If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.
17. **SEVERABILITY.** If any provisions of this contract are held invalid by a court of competent jurisdiction, the remainder of this contract shall not be rendered invalid, and such invalid provisions shall be modified, in keeping with the letter and spirit of this contract, to the extent permitted by applicable law so as to be rendered valid.
18. **DEFINITIONS.** "Accessible" sand is sand not obstructed by sharp corners or restricted angles, under steel plates or grating, in small crevices or openings, or blocked to where Hydro's equipment cannot easily reach
19. **ANTI-BRIBERY.** Hydro International will not engage in any form of bribery or corruption. The offering, giving or receiving of bribes is contrary to Hydro International's values and can play no part in the way in which it carries out its business. Hydro requires you to support our approach and implement provisions consistent with our policy through your own organization and your supply chain. Please find a copy of our Anti-Bribery and Corruption Policy on our website at:
https://www.hydro-int.com/sites/default/files/hydro_international_anti-bribery_and_corruption_policy_-_july_2018.pdf