Sponsored by: Hernstadt

# CITY OF MARATHON, FLORIDA RESOLUTION 2010-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT WITH ENVIROQUIP FOR THE PURCHASE OF SERVICE AREA 5 WASTEWATER TREATMENT PLANT EXPANSION EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$2,495,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Marathon, Florida ("City") published an Invitation to Bid for the construction of the Service Area 5 wastewater treatment plant expansion project ("Project"), with bid opening on July 8<sup>th</sup>, 2010; and

WHEREAS, within the bid documents it stated the City could opt to direct purchase the specified Enviroquip equipment to save the cost of sales tax and expedite delivery; and

**WHEREAS,** Enviroquip has agreed to expedite the manufacture and delivery of the equipment, which in turn will allow the City to seek reimbursement of funds from the Army Corps of Engineers.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

- **Section 1.** The above recitals are true and correct and incorporated herein.
- **Section 2.** The contract between the City and Enviroquip for the purchase of equipment for the Service Area 5 Wastewater Treatment Plant expansion project in an amount not to exceed \$2,495,000.00, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to execute the contract on behalf of the City and expend budgeted funds.
  - **Section 3.** This resolution shall take effect immediately upon its adoption.

# PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 27<sup>th</sup> DAY OF JULY, 2010.

# THE CITY OF MARATHON, FLORIDA

Ginger Snead, Mayor

AYES:

Cinque, Ramsay, Worthington, Keating, Snead

NOES:

None

ABSENT:

None

ABSTAIN:

None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

City Attorney



# CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050 Phone: (305) 743-0033 Fax: (305) 289-4123 www.ci.marathon.fl.us

August 5, 2010

Damone Supica, Regional Manager MBR Systems ENVIROQUIP 2404 Rutland Drive Austin, TX 78758

RE: Marathon Service Area 5 - Membrane Bioreactor Equipment Purchase

Dear Mr. Supica:

On July 27 2010, the City of Marathon Florida City Council approved Resolution 2010-79 authorizing the purchase of the Membrane Bioreactor package as proposed in ENVIROQUIP's Proposal #062410-1-ASB-R1. Pursuant to the documents, the agreed upon sales price is \$2,495,000 exclusive of applicable local sales tax or bonds. The referenced proposal and the resolution are attached to this letter as well as the July 21, 2010 letter of expedited services.

The intent of this letter is to issue a notice to proceed for the Membrane Bioreactor equipment package purchase as specified on April 2010 Bid Documents for the Marathon Service Area 5 Wastewater Treatment Facility Expansion.

The deposit check referred in the letter of expedited services will be mailed next week. Please confirm the person and address for the check to be remitted.

Please contact my designee, Susie Thomas if you have any questions. We look forward to working with you to bring this project to a successful conclusion.

Sincerely,

Roger T.Hernstadt City Manager

CC: Ed Castle, Weiler Engineering

Susie Thomas, Director of Community services



July 21, 2010

City of Marathon, Florida 10045-55 Overseas Highway Marathon, FL 33050 Attn: Susie Thomas, Community Services Director

RE: Little Venice - Expedite Delivery for Proposal #062410-1-ASB-R1 MBR System

Dear Ms. Thomas:

We understand that the City is interested in expediting our submittal and equipment which has been proposed for The City of Marathon Service Area 5 WWTP expansion. The City wishes to provide a 50% deposit up-front for an inducement to expedite manufacture of these services, products and materials.

I am pleased to say that ENVIROQUIP can provide expedited services on 100% of the submittals and delivery of approximately 70% of the equipment proposed. For the submittals our proposal has a quoted submittal time frame of six to eight weeks after acknowledgment of the receipt of the purchase order. Our expedited time frame for all submittals would be two to four weeks from the receipt of the PO and down payment. Additionally, if acceptable we would like to send partial submittals by the first two weeks in-order to obtain earlier approval on some of the longer lead items. This will allow us to place earlier orders with our some of our suppliers. For expedited delivery of the equipment we could move up delivery by six weeks on 70% of the equipment over the time frame stated in our proposal of eighteen to twenty weeks after written approvals of our submittals. The membranes and tanks would be part of the initial delivery. The remaining equipment would be delivered within the eighteen to twenty week time frame. If the City desires, other than the tanks all equipment could be stored in a facility we have in Austin for up to six months at no charge. The tanks are being fabricated at an approved supplier in Florida and would be shipped to the site or to a designated storage facility of the City. Any rental or other fees for the storage facility would be at the cost of the City.

Again, we thank you for your kind consideration on this project. If you have any questions regarding this proposal or require any additional information regarding ENVIROQUIP MBR systems, please do not hesitate to contact us or our local representative, John J. McLaughlin of MTS Environmental at 904.347.7979 or johnjmcl@aol.com.

Sincerely,

Martin Swanson

National Program Manager ENVIROQUIP, a division of Eimco Water Technologies

Phone: 512.652.5805 Martin.Swanson@glv.com

www.enviroquip.com www.glv.com

Cc: John McLaughlin



Tel: 512.834.6000

Fax: 512.834.6039



July 21, 2010

City of Marathon, Florida 10045-55 Overseas Highway Marathon, FL 33050 Attn: Susle Thomas, Community Services Director

### RE: Little Venice - Firm Proposal #062410-1-ASB-R1 Membrane Bioreactor System

Dear Ms. Thomas:

We appreciate the opportunity to work with you and the project team to integrate our ENVIROQUIP MBR system into the City of Marathon Services Area 5 WWTP Expansion project.

We are pleased to provid e our proposal to furnish the equipment and services in acc ordance to the project specifications.

Our formal proposal includes the following attached documents:

- Basis of Design.
- Scope of Supply.
- Warranty Statement.
- Mechanical Drawings of MBR tanks with scope tie points
- Exclusions.
- Pricing Terms and Conditions.
- Standard Terms and Conditions.

ENVIROQUIP is pleased to offer the City of Mar athon the equi pment and services as detailed in the above mentioned information for a sales price of \$2,495,000 exclusive of applicable local sales tax or bonds.

Again, we thank you for your kind consideration on this project. If you have any questions regarding this proposal or require any additional information regarding ENVIROQUIP MBR systems, please do not hesitate to contact us or our local representative, John J. McLaughlin of MTS Environmental at 904.347.7979 or johnjmcl@aol.com.

Sincerely, Martin Swanson National Program Manager ENVIROQUIP, a division of Eimco Water Technologies Phone: 512.652.5805 Martin.Swanson@glv.com www.enviroquip.com www.qlv.com

Cc: John McLaughlin



July2, 2010 Bidding Contractor

# RE: Little Venice - Firm Proposal #062410-1-ASB-R1 Membrane Bioreactor System

To Bidding Contractor:

As required per Addendum #2 issued by Weiler Engineers, Enviroquip will furnish the following items in addition to items previously indicated in our initial proposal..

Chlorine Contact Chamber (CCC) Chlorine Contact Walkway and hand rails. Flow splitter box.

ENVIROQUIP is pleased to offer this additional equipment and services as detailed in the above-mentioned information for a sales price, exclusive of applicable local sales tax given by our local representative, MTS environmental.

Again, we thank you for your kind consideration on this project. If you have any questions regarding this proposal or require any additional information regarding ENVIROQUIP MBR systems, please do not hesitate to contact us or our local representative, John J. McLaughlin of MTS Environmental at 904-347-7979 or johnjmcl@aol.com.

Sincerely,

Historiana Namina

MBR Systems Regional Manager
ENVIROQUIP, a division of Eimco Water Technologies
Phone: 615-451-9840
Damone.Supica@glv.com
Www.envirog.ue.com www.glv.com

Cc: John McLaughlin



# ADDITIONAL SCOPE OF SUPPLY Little Venice WWTP (MMF 0.54 MGD) Little Venice, FL

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			Berlin Designer			ta 4.4.		tak nyinti s		
CHLORINE CONTACT	TANK	STEEL	23X27X6	feet	CARBON STEEL		ENVIROQUIP			1
WALKWAY	CCC TANK WALKWAY	ALUMINUM	27	leet	ALUMINUM		ENVIROQUIP			1
MIXING	SPLITTER BOX	STEEL	5X5X5	foot	CARBON STEEL		ENVIROQUIP			1



# Design Summary Little Venice WWTP (MMF 0.54 MGD)

	(En	aleyo) de presign		
Parameter	Flow	Temperature	Typical Event Duration	Design Durations
Average Annual Flow (AAF)	0.45 MGD	27 °C *	9 consecutive months	9.0 months *
Max Month Flow (MMF)	0.54 MGD	22 °C *	3 consecutive months	3.0 months *
Peak Week Flow (PWF) **	0.60 MGD *	22 °C *	3 non-consecutive weeks	3.0 weeks *
Peak Day Flow (PDF) **	0.65 MGD *	22 °C *	8 non-consecutive days	8.0 days *
Peak Hourly Flow (PHF) **	0.65 MGD *	22 °C *	4 hrs with 24 hrs between PHF	4,0 hours *

Parameter	Influent	Effluent Limits
BOD	250 mg/L	< 4.5 mg/L
TSS	250 mg/L	< 4.5 mg/L
TKN	60 mg/L *	< 1.84 mg/L.*
NH,	40 mg/t.	< 1 mg/L *
TP	8 mg/L *	< 0.8 mg/L
TN	60 mg/L	< 3 mg/L
Alkalinity	175 mg/L	< 75 mg/L_*
Maximum Wastewater Temperature	25 °C *	
Elevation	10 ft *	

Value assumed by Enviroquip, to be verified by consulting engineer.

<sup>\*\*</sup> Peak values assumed to occur during MMF, to be verified by consulting engineer.

	MBR-zone (Membrane) Des	sign:
Parameter	Value	Notes
No. of Membrane Basins	3	
No. of Membrane Units per Basin	3	9 unit <b>s</b> total
Membrane Unit Type	EK-400	cartridge: 510
No. of Cartridges per Unit	400	3,600 membrane cartridges total
Surface Area per Cartridge	8.60 ft2/cartridge	
Flux @ 0.45 MGD (AAF)	14.53 gal/(ft2 x day)	
Flux @ 0.54 MGD (MMF)	17.44 gal/(ft2 x day)	
Flux @ 0.60 MGD (PWF)	19.38 gal/(ft2 x day)	
Flux @ 0.65 MGD (PDF)	20.99 gal/(ft2 x day)	
Flux @ 1.26 MGD (PHF)	20.99 gal/(ft2 x day)	
Membrane Basin Volume	17,226 gal/basin	14ft x 11,8ft x 14ft SWD
Membrane Air Scour Rate for Sizing	89 scfm/unit	@ 6.3 PSIG discharge
AOR Supplied by Air Scour	526 lb O2/day	TMP Ranges from .5 - 3.0 PSI
MBR Basin MLSS	11,840 mg/L	

	Equalization Zone Peak	III.
Parameter	Value	Notes
Basin Volume	145,000 gal/basin	145,000 gal total
Basin Dimensions	66ft x 18.4ft x 16ft SWD	

	\$467.560364406644	ii
Parameter	Value	Notes
Basin Volume	38,368 gal/basin	76,736 gal total
Basin Dimensions	Existing Tankage	
Anoxic MLSS	8,880 mg/L	
Recycle Rate	3 Q	From MBR to Anoxic Basin



# Design Summary Little Venice WWTP (MMF 0.54 MGD)

	<ul> <li>Programme Anne (SNIM)</li> </ul>	909( <del>9)</del>
Parameter	Value	Notes
Basin Volume	72,555 gal/basin	145,110 gal total
Basin Dimensions	Existing Tankage	
Pre-Aeration MLSS	8,880 mg/L	
Fine Bubble Diffuser AOR	1,600 lb O2/day	

	a series de la	ĺt.
Parameter	Value	Notes
Basin Volume	62,836 gal/basin	62,836 gal total
Basin Dimensions	Existing Tankage	

	FEED FORWARD Fump De	N(g))
Parameter	Value	Notes
FEED FORWARD Pumps	4	3 Duty, 1 Shelf Spare
Туре	SUBMERSIBLE	
Unit Capacity	500 GPM	
TDH	15.0 ft	

	of temptale levels from the	sign
Parameter	Value	Notes
Internal Recycle Pumps	4	2 Duty, 2 Stdby
Туре	SUBMERSIBLE	
Unit Capacity	563 GPM	
TDH	15.0 ft	

	Rejandato Plump veisto	
Parameter	Value	Notes
Permeate Pumps	4	3 Duty, 1 Shelf Spare
Туре	CENTRIFUGAL	Suction Design
Permeate Capacity @ MMF	417 GPM	Flow = 0.54 MGD Capacity Includes Relax)
Permeate Capacity @ PDF	502 GPM	Flow = 0.85 MGD * Capacity Includes Relax)
ТОН	25.0 ft	* pump capacity has been designed to handle flows at one pump per two basins under emergency circumstances

	Efforce: Peraign	
Parameter	Value	Notes
MBR Blowers	3	3 duty, shared standby
Туре	POSITIVE DISPLACEMENT	
Unit MBR Blower Capacity	295 SCFM	
MBR Blower Discharge Pressure	6.29 PSIG discharge	
Pre-Aeration (PA) Blowers	2	2 duty, shared standby
Туре	POSITIVE DISPLACEMENT	
Unit PA Blower Capacity	281 SCFM	
PA Blower Discharge Pressure	7.87 PSIG discharge	
WAS Blowers	1	1 duty, 1 common standby
Туре	POSITIVE DISPLACEMENT	
Unit WAS Blower Capacity	850 SCFM	
WAS Blower Discharge Pressure	8 PSIG discharge	



# Design Summary Little Venice WWTP (MMF 0.54 MGD)

	Chamical Cleaning Do	elgji
Parameter	Value	Notes
Cleaning chemical (organic fouling)	Sodium Hypochlorite	14 times/yr
Typical Cleaning Schedule	1-14	cleanings/basin/yr
Volume per Membrane	.8 gal/cartridge	
Volume of Cleaning Solution	960 gal/basin	
Cleaning Solution Concentration	0.3%	
Volume of 12.5% Stock solution	19 gal/basin/cleaning	
Cleaning chemical (inorganic fouling)	Oxalic Acid	2 times/yr
Typical Cleaning Schedule	1-2	cleanings/basin/yr
Volume per Membrane	.8 gai/cartridge	
Volume of Cleaning Solution	960 gal/basin	
Cleaning Solution Concentration	1.0%	
Volume of 100.0% Stock solution	10 gal/basin/cleaning	



### Scope of Supply Little Venice VWYP (MMF 0.54 MGD) Little Venice, FL

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CS-0101(01 - 02)	1-12	SCREENING	COARSE SCREEN	BAR SCREEN	875	op:n	780	5 ma	ENVROQUE	FIA-1300	0.25	2
FS-0102(01 - 03)	1-1.4	SCREENING	FINE SCREEN	BAR SCREEN	300	gem	polycarbonite screen bars	2 กุรก	EINROCUP	FS-€00\$	0 25	3
11/K-0102	1-1.4	SCREEN CONTAINER	SCREEN BOX W/ WEIR	TRIPLE	FS-800S	!UA	\$\$	N/A	EINIROQUP	B-FS-800S-3	IUA	1
TI-K-0101	1-1 2	SCREEN CONTABLER	SCREEN BOX	OCUBLE	FM-1300	H/A	šš	37/A	ENORESS &	8-FH-1300-2 PROMAG 16W2F-	RIA	1
F17-010101	1-12	MEASUREMENT PLANT WATER	FLOW METER	ELECTROMAGNETIC	10.0	luch	POLYURETHANE	IVA	HAUSER	ULGA1RAOBIAA	NIA	1
XV-010201	14.4	ISOLATION PLANT WATER	AUTOMATED VALVE	SOLENOID (WITH CWC)	05	inch	IVA	HA	NA	R/A	IUA	1
V-010201	1-1.4	ISOLATION	VALVE	BALL	0.5	lock	PVC	₹UA	ASAHI	I601-020	HA	1
CWC 010201	1-1.4	SOLIDS HANDLING	CONVEYOR WASHER COMPACTOR	SCREW	300	gpm	N/A	NIA	ENVIROQU.P	N/A	₩A.	ı
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V-0201(01-03)	1-13	PUMP ISOLATION	VALVE	BALL	40	trich	PV¢	1UA	ASAIII	1602-040	18A	3
CHV-0201(01-03)	1-1.3	FLOW DIRECTION	VALVE	SWING CHECK	40	lech	PVC	NUA	ASAM	1201-040	IUA	3
F11-020101	1-1.3	EO TRANSFER FLOW WEASUREMENT	FLOW METER	ELECTROMACHETIC	80	Inch	POLYMETHANE	t//A	ENDRESS & HAUSER	PROVAG 10W2H- VLGATRADBAA	HIA	1
CBD 0201(01-18)	1-13	BASIN MIXING	DIFFUSER IN-BASIN PIPING (AIR	MED:UM BUBBLE	10	inch	SS & AOS	N/A	EINIRCOUP	TRANSMAX	IVA	18
1		FABRICATION	HEADER	N/A	27	feet	ss	H/A	R/A	N/A	≀t/A	2
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Scope of Supply Little Venice WWTP (MMF 0.54 MGD)

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1000   1000			MIXER SUPPORT	HARDWARE & GUIDE	RAIL MOUNT	ss	łVA	IUA	RIA	1UA	RUA	n:A	4
Part		1-1.7418	AERATION	DIFFUSER	FRIE BUBBLE	226	SCFM1635in	IHA	tUA	EO1	NA	N/A	2
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1-10-12   PERMATE BANICH   LEVEL SWITCH   FLOAT   HIA   HIA   HIA   PROTURE CHANCA CLEARING   VALVE   BALL   2-0   Inch   CASTIRON   HIA   PRATT   PROVIDE SASTRACTOR   HIA   SOCIATION   HIA   PRATT   PROVIDE SASTRACTOR   HIA   SOCIATION   HIA   PRATT   PROVIDE SASTRACTOR   HIA		l-1 10-12		Utaf	FLAT PLATE	IVA	H/A		116A	KUBOTA	EK-460	tUΑ	9
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1070101-03013   1-1-0-12	03 <u>)</u> 03,06,07,10 ,11)	I-1.10-12		VALVE	BALL	20	lach	PVC	10A	ASAHI	1601-020	HIA	18
ACTION   A		1-1-10-12	LEVEL MEASUREMENT	LEVEL SWITCH	FLOAT	IUA	ABI	POLYURETHANE	₽₽A	CONERY	1	BA	6
SOCIATION	XV-07(0101-0301)	1-1-10-12		AUTOWATED VALVE	2 POSITION PLUG	60	Inch	CAST IRON	1UA	PRATT/SETTIS		ΠA	3
VORTO   VORT	V-07(01-63)(13-15)	1-1.10-12	SOLATION	VALVE	BALL	20	inch	#REF!	IVA	#8EFF	1601-020	ЗИA	8
- FABRICATION STRUCTURES BALL 40 See PPC NA ASAM 1007-00 MA 6  - SABRICATION STRUCTURES MA NA MA NA NA NA NA ENVIROUSE NA NA MA 9  - FABRICATION LITTRIG CHANGS NA NA NA NA NA NA HA EMPIROORIP NA NA NA NA NA NA NA HA EMPIROORIP NA	V-07(01-03)(16-17)	1-1 10-12	van	VALVE	BALL	0.5	inch	PVC	18/A	ASAHI	1601-005	MA	9
FABRICATION   STABILIZER PIPES   10A   1	V-07(0118-0319)	1-1.10-12			BALL	40	inch	PVC	SIA	ASAHI	1602-040	зна	6
- PARICATION PARTENERS REA NO NA NA NA NA PROPERCO RA RA 9  - PARICATION NARAMPPING & NIA NIA NIA NIA NIA NIA RIVAROGRAP NIA NIA 9  - SID THE GRAFFIC CONTROL OF TAXON CONTROL O			FABRICATION	STABILIZER PIPES	!UA	18/A	B/A	lUA.	18/A	ENVIROQUIP	n/A	ша	9
Tag Number Page Thomas The Type Steel His Capterly Vision Mathematical Related Decided Material Species and Materi			FASRICATION	FASTENERS	N/A	N/A	SUA	89A	HA	ENVIROUSP	R/A	HA	9
Tag Marrière PAG Foncesco Mirar 1506 900 on Had Capterly Vidas Material Retay Denotatives Majes or Species atom 10 017				SUPPORTS		N/A	1			ENVIROQUIP	L	на	9
12) All houses have been been been been been been been be	30.611	<u> Maron</u>	SALLS GLARE IS	(05) ERAS EGUIPATE	180300034008		,		(Hali	1)	,		
P.1901(01-02) 1-1.15 TRAKSFERPUMP PUMP SUBMERSIBLE 40 92m F00 that ABS AFP-0831 2-00 3	Tag Hamber	P8/0	Feneral	Нэгод	1454	Sizo in Una Capacity.	Velas	kotalst	Retag	Vogalactures	Madet or Speeds state		OHY
	P-1901(01-02)	1-1,15	TRAKSFER PULP	PU/P	\$U3MERSIBLE	40	9p.m	rao	tiJA	A8\$	AFP 0831	200	3



### Scope of Supply Little Venice WWYP (MMF 0.54 MGO) Little Venice, FL

Contrary relations with an investigation	SS verserom	armenan mananan mananan	CONTRACTOR	~~~	DIRATE VIEW PROPERTY AND A PROPERTY OF THE PRO	MEANING TERMS OF THE		ener executive	· · · · · · · · · · · · · · · · · · ·	Little Venice, FL	@romers.	
3555001403403	<u>1936:00</u>	228(0)(d)-G(6)(d)-G(1)	EGFNEDA SEGMONE	TIBLE CHARACTERS			<u> </u>	enane	<u>(1</u>			
Lay Namber	११८५)	Fienchioa	Nuc.5	Fypo	Sies of Onlt Capacity	Vafze	Materin	Rsting	Manafiotorer	Modes or Spacetic steen	Hota HP	CHY
LSLL & LSHH- 190101	1-1,15	LEVEL MEASUREMENT	LEVEL SYMICH	FLOAT	NºA	ΒJA	POLYURETHANE	IUA	CONERY	290081\$1	ΝUA	ı
C80-1901(01-50)	1-1.15	BASIN MIXING	DIFFUSER	MECKUM BUBBLE	10	inch	SS & ABS	N/A	FISHKOG05,	HRAHSMAX	HA	50
		FAURICATION	IN-DASH PIPEIG (AIR I€ADER)	12/4	10	lea1	ss	₽¥A	18/A	B/A	₹UA	2
PHREE	0.010	RENNEATE CORT	COLORNICAL BOUR	GENTAINE OF USE (1975)			y i	GIAII.	A			
fag Kursher	PX55	Fraction	Hame	£33°2	Size of Unit Capacity	Vator	Margalaji	Rubig	Uzagli distra	Model or Specification	Motor 189	QTY
PT-0301(01-03)	1-1,14	THP MEASURE DENT	PRESSURE TRANSMITER	DWAPHRAGM	-1515	PSI	IUA	RIA	ENDRESS & HAUSER	GERABAR Y PIAC 131- A22F IVBNIGHH	tt/A	3
P-0301(01-03)	F-1 14	PERMEATE PUMP	PUMP	CENTRIFUGAL	343	3btu	GRAY 410H	IUA	GORMANRUFP	13A50S-B /F	500	3
P-0801(01-08)	1-1.14	PUMP ISOLATION	AVEA	BALL	4.0	lach	PVC	18A	ASAIII	1602-040	nea.	8
Pt-0801(01, 03, 04)	Į-1.34	PULP DA ET PRESSURE	CAUCE	COMPOUND	30-+15	inch Hg/PSI	ss	IUA	MODARFL	MPB/SCA-GF	КA	3
P1-0801(05, 07, 08)	1-1.14	PUMP OUTLET PRESSURE	CAUCE	PRESSURE	0-15	P\$1	ss	N/A	MCDANEL	MPB/SCU-GF	NUA	3
CHV-0801(01-03)	1-1,14	FLOW DIRECTION (PUVPED)	VALVE	DALL CHECK	40	!nch	PVC	ASS	ASAHI	1210-040	n/A	3
V-0501(09-11)	14,14	ONKOFF	ANTAE	HEEDLE	0 25	Inch	POLYPROPYLEHE	ΙVΑ	ASAHI	5313.002	R/A	3
FIT-0801(01-03)	14.14	FLOW MEASUREMENT	FLOW METER	ELECTROMAGNETIC	40	inch	POLYURETHARE	≀⊍A	ENCRESS & HAUSER	PROVAG 10V11F ULGA1RA0B4AA	NA	3
FCV-0801(01-03)	1/1,14	FLOW CONTROL	AUTOWATED VALVE	MODULATING BALL	40	inch	PVC	AVI	ASAM / DETTIS	1601-040 / EMS00F-15-C4-02- 102	11/A	3
AE-0801(01-03)	1-1.14	TURBINTY MEASUREMENT	TURBIDITY METER	OPTICAL	0-100	บาห	NA.	NIA	HACH	60101-01	IEA	3
AT 0301(01-02)	1-1,14	TURBIDITY / PH TRANSMITER	ANALOG TRANSMITTER	SG100	NA	11/A	I∂A	NA	HACH	LXV401 52 00002	RUA	2
39100	emon	A THE VALUE OF	AND FINANCIA DI PARI	TERLES (ATTO)			311	OU.SIL	A)			
Lug Namber	P.53()	Ewiston	Ньюк	lyç∻	Sita ve Voit Copiecity	Value	185407i1l	Rating	Menulerlesss	Model or Specific stain	Motor HP	arr
8/15 0001(01-03)	1-1 16	MOR BLOWER	BLOWER	POSITIVE EXSPLACEMENT	295	SCFM	CAST STON	НИА	KAESER	C8130-28189	20 00	3
		MBR NOISE SUPPRESSION	SOUND ENCLOSURE	WITH BLOWER	ISA	R/A	18A	IVA	KAESER	n/A	IVA	3
Tt-0501(01-03)	1-1.16	MER BLOWER TEMP	1EMPERATURE GAUGE	WATH BLOWER	104	R/A	:EA	II/A	KAESER	N/A	HUA	3
PI-GSQ1(01-03)	1-1,16	NBR BLOWER PRESSURE	PRESSURE GAUGE	With Blower	HIA	11/A	WA	H/A	KAESER	HIA	ШĄ	3
TS-0901(01-03)	1-1.16	MBR BLOWER TEMP SWITCH	TEMPERATURE SWITCH	WITH BLOWER	NIA	N/A	18A	11/A	KAESER	11/4	₽₽A	3
CHV-6901(01-03)	1-1.16	VAR BLOWER FLOW CONTROL	AVFAE	CHECK (WITH BLOWER)	₹ÿA	WA	NA	10.4	KAESER	nuA.	187A	3
PRV-0901(01-03)	1-1.16	MBR BLOWER PRESSURE REUSE	VALVE	PRESSURE RELIEF (WITH BLOWER)	tva	WA	NA	RIA	KAESER	N/A	ш	3
PT-0901(01-03)	1-1,16	War Blower Pressure	PRESSURE TRANSMITTER	DIAPHRAGM	-15-+15	PŝI	tβA	H/A	ENDRESS & HAUSER	CERABAR T PIAC 131- A22F IV6NQ1H	ша	3
V-0901(01-03, 05- 07)	1-1.16	MBR AIR ISOLATION	VALVE	BUTTERFLY	60	Inch	CAST IRON	1UA	KEYSTONE	221-050	IVA	6
F1T-07(01-03)01	1-1.10-12	MOR AIR FLOW MEASUREMENT	FLOW METER	MASS AIR FLOW	60	toch	\$\$	ŧ₽Α	ENDRESS & Hauser	651-69AA0AD1ACBBBA	t//A	3
,		LABOR	FACTORY EQUIPMENT ASSEMBLY	ыA	IVA	R/A	18/A	H/A	18/A	N/A	3 <i>U</i> A	0
· ·		FABRICATION	P.PING & SUPPORTS	RIA	na	1UA	28/A	HA	15/A	N/A	23/A	0



Scope of Supply Little Venics WWTP (MMF 0.54 MGO) Little Venice, FL

										Little Venice, FL	~~	
ાઇક હો	0747101	PA9A (0.0 1929) 6	(CHRISTAL SECURITY)	TEMPORINATION			0.11		Δ		2002	
Tay Number	1117	Fuscilia	News	type	Size of Unit Copsetty	Valide	\$Telensi	Britag	Sanafochner	Model or Specification	Batar HP	017
BLR-1001(01-02)	1-1,12	PA BLOWER	BLOWER	POSITIVE DISPLACEMENT	228	SCFM	CAST IRON	NA	KAESER	09166C-25HP	25 00	2
		PA NOISE SUPPRESSION	SCUIID ENCLOSURE	WITHBLOWER	H/A	RVA	115A	19A	KAESER	:#A	NА	5
TI-1001(01-02)	8-1.17	PA SLOWER TEMP	TEMPERATURE GAUGE	VATH BLOWER	IVA	H/A	HSA.	ΝUA	KAESER	ll/A	NIA	2
PF-1001(01-02)	14.17	PA BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	IVA	IVA	N/A	RIA	KAESER	INA	₽₽A	2
TS-1001(01-02)	1-3.57	PA BLOWER TEMP SWITCH	TEMPERATURE SWITCH	WITH BLOWER	H/V	N/A	SUA	H/A	KAESER	N/A	NИ	2
CHW-1001(01-02)	1-1 17	PA BLOWER FLOW CONTROL	VALVE	CHECK (WITH BLOWER)	NUA	10A	tus	1UA	KAESER	NA	n:A	5
PRV-1001(01-02)	1-1.17	PA BLOWER PRESSURE RELIEF	VALVE	PRESSURE RELIEF (WITH BLOWER)	₩A	HA	шA	IUA	KAESER	IUA	ĮΨΑ	2
PT-1001(01-02)	l	PA BLOWER FRESSURE	PRESSURE TRANSMITTER	DIAPHRAGM	-15-+15	P\$I	nui.	HA	HAUSER	CERABAR T PISC 131- AZZETVEHZQIH	NVA NVA	2
V-10(1-02)(01-7)		PA AIR ISOLATION	VALVE	BUTTERFLY	60	inch	CAST IRON	IVA SOCIAL	XEYSTONE	221-050	N/A	10
Log Stracher	1º4:0	function	Harne	type	Sire or Onli Capsody	Value	Matriil	Refing	Vocalecturer	Model or Specialism	Helor HP	OIY
BLR-190101	165.37	DIGESTER BLOWER	BLOWER	POSITIVE DISPLACEMENT	850	SCFM	10A	HIA	KAESER	F8440C - 50HP	50.00	1
		DIGESTER MOISE SUPPRESSION	SOUND EXCLOSURE	WITH BLOWER	184	N/A	NA	R/A	KAESER	186A	₽₩	1
11-190101	1-1 17	DIGESTER BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	NIA	H/A	RIA	R/A	KAESER	!UA	1UA	1
PI-190101	61,17	DICESTER BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	114A	15/A	N/A	AU1	KAESER	IUA	n/A	1
TS-190101	1-1,17	DIGESTER BLOWER TEUP SWITCH	TENPERATURE SWITCH	WITH BLOWER	1UA	18/A	R/A	NIA	DWYER	10/A	1UA	1
CHV-190101	141.17	OIGESTER BLOWER FLOW DIRECTION	VALVE	CHECK (WITH BLOWER)	łűA	R/A	NA	RIA	KAESER	1UA	n:A	1
PRV-190101	4-1,17	DICESTER BLÖWER PRESSURE RELIEF	AVEA	PRESSURE RELIEF (WITH BLOWER)	ĮΨΑ	11/A	IIIA	HA	KAESER	R/A	шA	1
V-190101, 100107	1-1.17	DIGESTER AIR ISCLATION	AVTAE	BUTTERFLY	80	lech	\$\$	BIA	KEYSTONE	180	111/4	2
PT-1901(01-04)	3-1,17	DICESTER BLOWER PRESSURE	PRESSURE TRANSMITTER	DIAPHRAGM	-15-+15	P\$I	RIA	R/A	ENDRESS & HAUSER	CERABAR T PMC 131- A22F1V6R/Q4H	NSA	4
81.8-110101	1-1.17	eg blower	BLOWER	POSITIVE DISPLACEMENT	270	SCFM	tUA	ЮA	KAESER	11/4	20 00	1
<u>.                                    </u>		EQ NOISE SUPPRESSION	SOUND ENGLOSURE	WITHBLOWER	1//A	шА	UA	N/A	KAESER	NA	115A	1
FI-110101	1-1.17	EQ BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	16A	N/A	₩A	1UA	KAESER	N/A	IVA	1
PI-110101	1-117	EQBLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	1UA	N/A	AUA.	N/A	KANSER	IVA	NIN	١
TS-110101	14.17	EO BLOWER TEMP SWITCH	TEMPERATURE SWITCH	WITH BLOWER	па	H/A	на	IUA	KAESER	HVA	8/A	1
CHV-110101	1-1,17	EQ BLOWER FLOW DIRECTION	VALVE	CH€CK (WITH BLOWER)	I£V	NA	NA	HIA	KAESER	n/A	WA	1
PRV-110101	1-1.17	EO BLOWER PRESSURE RÉLIEF	VALVE	PRESSURE RELIEF (WITH BLOWER)	IVA	H/A	N/A	RIA	KAESER	1//A	ш	1
V-110105	1-1,17	EQ ASR ISOLATION	VALVE	OUTTERFLY	10	Inch	SS	ĐΆ	KEYSTONE	100	IVA	1
PT-110101	1-1 17	EQ BLONER PRESSURE	PRESSURE TRANSMITTER	DIAPHRAGM	-15-+15	PS1	NA	NIA	ENDRESS & HAUSER	CERABAR T PMC 131- A22F W6ING4H	H/A	١
40.00			10/00/06/19					9000	11			
Log Randost	pero	Avadica	Rene	Espa	Size of Voit Capacily	Valor	\$Apticip]	Raing	Brouterjace	Monet as Specification	8494 117	GEY
8LR-090104	1-1.16	COMMON STANDBY BLOWER	BLOWER	POSITIVE DISPLACEMENT	850	SCFM	≀νΛ .	ŧΨΑ	KAESER	FB449G - 50HP	50 CO	1
		CS NOISE SUPPRESSION	SOUND ENGLOSURE	Wath Blower	1944	IUA	NG	18A	KAESER	1UA	HPA	1
TI-0\$0104	1-1.16	OS BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	11/4	12/A	N/A	NΑ	KAESER	NA	ия	1
PI-090104	f-1.16	CS BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	HA	BIA	IUA.	BIA	KAESER	MA	HIA	1
TS-090104	1-1.16	CS BLOWER TEMP SWITCH	TEMPERATURE SWITCH	1158	N/A	38/A	H/A	ИЛ	DWYER	RRF2300U	шк	1
CI6V-090104	1-1.16	CS BLOWER FLOW DIRECTION	VALVE	CHECK (WITH BLOWER)	n/A	N/A	IIIA	ЮA	KAESER	nia.	H/A	3
PRV-090104	1-1.16	CS BLOWER PRESSURE RELIEF	AYTAE	PRESSURE RELIEF (WATH BLOWER)	tuA	N/A	NA	шА	KAESER	EJA	шх	1
V-090104	1-1 16	CS AIR ISOLATION	VALVE	BUTTERFLY	6.0	Inch	CAST IRON	AUE	KEYSTONE	221-060	₽₽A	ī



Scope of Supply Little Vanice YWYTP (MMF 0.54 MGD)

										Little Venice, FL		
300000	19.11(0)	8,80,913,63	शासरकार्वा (स्थान) स्थान	ALCORAGE (FOR			ИE	99,446	AL.			
Tay Sumbst	P&10	Europea	Natoe	Ma	Size of Unit Capacity	Vstur	Vaterial	Peling	Uxaulrelens	Model or Sprodic then	Moteu HiP	air
E01-170101	1-1.18	MAZZIE INJECTOR	HUEC104	VENTURI	15	tech	POLYPROPYLENE	83,	MAZZÉI INJECTOR CORP	1587	159A	١
XV-176161	1-1.18	WATER SUPPLY VALVE	AUFOWATED VALVE	2 POSITION BALL	15	loch	PVC	toa	ASAM / DETTIS	1001-020 / END 10F-10-C4-02-	2UA	1
V-1701[01-02]	[·1 I\$	CIP THROTTLING	VALVE	BALL	1.5	Inch	PVC	R/A	18/A	RSA	NIA	3
PI-1701[01-02]	1-1.18	INJECTOR PRESSURE	G4UGE	PRESSURE	0-15	PSI	\$\$	SPA	#CDAREL	MP8/SCU-GF	'έλ	2
CIN-170101	1-1.18	FLOW DIRECTION	VALVE	BALL CIRECK	15	Irch	PVC	HA	A\$AHI	1210-020	NVA	1
V-170101	1-1 18	CHEMICAL ISOLATION	VALVE	BALL	1.5	;UCJI	PVC	IVA	ASAHI	1601-020	HOA	1
V-170101	1-1.18	PRESSURE CONTROL	VALVE	PRESSURE REGULATOR VALVE	1.5	Inch	NA	R/A	WILKINS	600/DUC	ша	1
FI-170101	1/1.18	CREMICAL FLOW	FLOW METER	ROTOMETER	05-8	gom	POLYSULPHONE	RIA	BLUE WHITE	F-452030E101	BlA	1
F1T-170101	1-1.18	FLOW WEASUREMENT	flow weter	ELECTROMACHETIC	15	inch	POLYURETHANE	ЮA	EKDRESS & HAUSER	PROMAG 16W50- ULGATRAOBIAA	H/A	1
		INJECTOR ASSEMBLY	PIPE SPOCE	SUCTION	ł/A	H/A	104	184A	ENVIROCUSP.	IVA .	NIA	1
		CHEMICAL TRANSFER	HOSE	SUCTION	10	inch	PVC	IVA	TIGERFLEX	W100	tuA	1
DENT	CATION	CONTROLS	JANGRAISE AUGUSTAN	HIE (ORDINATED);			301	OHASI(	Ali		0.00	
Frg Namber	P80	Function	Rime	Fygn	Size or Unit Capacity	Vatoe	Ma(cire)	Ratisty		Model in Specification	Hatar Hir	OIY
		PLANT CONTROL	SCADA	SOFTWARE	IVA .	10A	N/A	!VA	WONDERWARE	R/A	N/A	1
		PLANT CONTROL	889	CESKTOP PC	fyA.	₽₽A	184	:VA	≀⊍A	18A	HIA	11
<u></u>		PLANT CONTROL	PLC PANEL	18A	₽₽A	₹UA	1UA	1UA	AUA	N/A	NIA	1
		PLANT CONTROL	MOTOR CONTROL CENTER	N/A	1VA	IUA	AUS	14A	1UA	II/A	11/4	1
4000	19 910	MIRGELIZAREOU	B GENERALIZACIU (UR)	INTERFORMATION			N.		AL			
Log Number	P350	Function	Name	fspe	Sue of Bail Capacity	Valos	Hatoriel	Riteng	Menulacturai	Redsky Spreitication	Michae Hill	914
		PERMEATE PUMP SHELF SPARE	ያስፖል	CENTREUGAL	343	gpm	CRAY IRON	ΙJΑ	CORMAN RUPP	13A608-8#	5.00	i
		Project Kickell Meeting	RVA.	l#A	:JA	18/A	ti/A	186A	13A	1UA	N/A	1
(		Machanical Inspection	tUA	9/4	N/A	11/4	1154	N/A	ti/A	NU N	₽UĄ	1
		Start-up / Commissioning	AVE	S/A	t#A	N/A	t/A	IVA	19A	NVA	83	13
		TRAINING	10A	INY	ISA.	BIA	n/A	MA	1UA	RVA	789A	2
		CPERATION & MARITENANCE MANUALS	ни	SUA	tUA.	AUL	II/A	IVA	NIA	HA	IVA	5
<u> </u>	ļ	TARK FREIGHT	N/A	HA	NIA	HA	89.	R/A	h/A	N/A	18A	
<u> </u>		SIZU FREIGHT	NIA	18/A	22A	HIA	IPA	IUA	17A	B!/A	11/2	<u>-</u>
l		EQUIPMENT FREIGHT	nu.	NIA	NA	HIA	N/A	RBA	18/A	N/A	18A	



	Table Wild
Project Name	Warranty Ovarylew
Job Number	Little Venice WWTP
Date Prepared	1/4/2010
Warranty Typo	5 Year Membrane Workmanship 5 Year Membrane Performance 1 Year Process Warranty
Reference Documents	Approved Project Submittal
Warranty Period	Start date to be established upon acceptance of system.
Warranty Support	512-652-5848 (MBR Technical Support)
Technical Support Contact	EQuipTech@glv.com

Failure to comply with any of the requirements specified herein or in the Reference Documents shall be grounds for EWT to void the terms of this warranty.

### 1.1 DEFINITION OF TERMS

	Pable 1-1-1
	Polinitions
Average Annual Flow (AAF)	A net daily flow total generally occurring during dry weather conditions. See tables 1,3-1 and 1,3-2 for design basis definitions.
Conformance	Conforming to or meeting specified operational criteria.
Contractor	An agent of the Owner employed to provide goods or services.
Flux	The filtration rate through a given area of membrane measured as gaillons per square foot per day (gfd).
GFD	Gallons per square foot per day (gal/ft² x day).
Instantaneous Flux	The flux at any given time, calculated based on the installed membrane area and the measured permeate flow rate.
Maintenance Cleaning	An in-situ chemical cleaning lasting between thr and 4hr, During a Maintenance Cleaning the Membrane Zone shall not be drained or rendered incapable of returning to service within 15 min. Spent solution shall be rinsed into the mixed liquor using permeate or potable water. The rinse volume shall be greater than or equal to the amount of dilute chemical added. No additional chemicals are required for neutralization of spent solution.
Max Month Flow (MMF)	A net daily flow total generally occurring during wet weather conditions. See tables 1.3-1 and 1.3-2 for design basis definitions.
MBR	The activated sludge reactor containing submerged membranes.
MBR System	The sum of all equipment, instrumentation and services provided by EWT.
Not Flux	The average flux over a given period, calculated from data collected on one minute intervals and including non-production periods of no flow. Flows calculated using net flux are equal to actual production capacity.
Owner	The end user or legal owner of the product or process.
Peak Day Flow (PDF)	The net daily flow total during peak flow conditions. See tables 1.3-1 and 1.3-2 for design basis definitions.
Peak Event	A condition in which the instantaneous flux exceeds the guidelines listed in Section 1.3.D.1 in value or duration is defined as a Peak Event.
Peak Hourly Flow (PHF)	A net peak hourly flow total generally occurring during wet weather flow conditions. See tables 1,3-1 and 1,3-2 for design basis definitions.
Peak Instantaneous Flux (PIF)	The maximum allowable instantaneous flux.
Peak Week Flow (PWF)	A net daily flow total generally occurring during wet weather conditions. See tables 1.3-1 and 1.3-2 for design basis definitions.
Peaking Factor 1 (PF1)	An instantaneous flux value, expressed as percentage of DNF (see table 1.3-4). PF1, along with TPF1, is used to define a peak event condition, as described in section 1.3.D.1.



MBR System Warranty Statement Little Venice WWTP (MMF 0.54 MGD)

Peaking Factor 1 Duration (TPF1)	The number of minutes in a rolling 24-hour period that a system can operate at an instantaneous flux of PF1 without resulting in a peak event.
Permeability	The ratio of flux to the TMP (gfd/psi).
Pormoato	Wastewater filtered through the membranes.
Sooded	Active biomass (>70% volatile fraction at a TSS concentration >3,000 mg/l) has been charged to the MBR.
Submerged Membrane Unit (SMU)	A membrane unit is comprised of the diffuser, one or more membrane cassettes, membrane cartridges and attached appurtenances.
System	System includes all components provided by the Supplier sharing controls and that are integral to sustaining membrane performance in the treatment of wastewater.
System Supplier	Eimco Water Technologies (EWT)
Trans-Membrane Pressure (TMP)	The pressure drop across a membrane. The TMP value is calculated by subtracting clean water pipe losses from a measured in-pipe pressure measurement and normalizing for the static water fread above the pressure sensor

### 1.2 MEMBRANE WORKMANSHIP WARRANTY

- A. System Supplier shall warrant that the membrane cartridges, as manufactured by the KUBOTA Corporation, when properly installed and placed under normal service and use, shall be free from defects in material and workmanship for a period of five (5) years from the date of successful completion of the Membrane System Commissioning.
- B. This Warranty is rendered null and void if membrane cartridges have been subjected to misuse, improper installation, abnormal service, accident, fire, improper repair, tampering, or abuse.
- C. The responsibility of the System Supplier under this Warranty shall be limited to the repair or replacement of the defective parts only. The System Supplier is not responsible for labor or incidental costs associated with repair or replacement.

### 1.3 MBR SYSTEM PERFORMANCE WARRANTY

A. A Performance Warranty shall be provided for the MBR System components provided by the System Supplier and shall commence upon the successful completion of the Membrane System Commissioning. The Performance Warranty parameters are listed in Table 1.3-1, 1.3-2, and 1.3-3, and 1.3-4.

Parameter	Value	Unit	Notes
TSS:	< 4.5	mg/L	Monthly average of at least four 24-hr composite samples.

Meta (Saletini		: 4	re averancaji	aji e
Nominal Conditions <sup>c</sup>	Guaranteed Capacity <sup>3</sup> (MGD)	Max Net Flux (gfd)	Average Minimum Temp, (°C)	Warranty Duration <sup>b</sup>
Average Annual Flow (AAF)	0.45	14.53488	27 °C	275 days/year
Max Month Flow (MMF)	0.54	17,44186	22 °C	90 days/year
Peak Week Flow (PWF)	0.60	19.37984	22 °C	21 days/year
Peak Day Flow (PDF)	0.65	20.99483	22 °C	8 days/year
Peak Hourly Flow (PHF)	0.65	20.99483	22 °C	4.0 hours/day

<sup>\*</sup>Capacity is production rate using 100% of the installed membranes at the referenced flux. Removal of any SMUs or cassettes from service reduces the system capacity by a proportional amount, but does not change the allowable fluxes at each condition.

<sup>&</sup>lt;sup>b</sup> Durations reflect expected variations in production tood which were used as a basis for the system design. Depending on plant conditions, exceeding total durations of Peak conditions may result in the need for additional maintenance cleans.

<sup>&</sup>lt;sup>6</sup> Peak Week and Peak Day flow are assumed to occur during a Max Month period. Maintenance cleaning is assumed to occur during or after peak event. Occurrence of these flow conditions during Average Annual periods may result in the need for additional maintenance cleans.

<sup>&</sup>lt;sup>4</sup> Maximum Net Flux may exceed value required for guaranteed capacity due to actual installed membrane capacity compared to required membrane capacity.



**MBR System Warranty Statement** Little Venice WWTP (MMF 0.54 MGD)

MBR/Sy	Papipa 4,354 (om Bydradije Sarionna	urga — Peatkialux
	instantaneous Flux	
Condition	(gfd)	Average Minimum Temp. (°C)
Peak Instantaneous Flux (PIF)	23.3	22 °C

B. The Net Flux values fisted in Table 1,3-2 are guarantied average values calculated over a 24hr cycle of operation (see Definitions). To accommodate typical diurnal flow variations, a distribution of instantaneous fluxes is allowed for specified durations. Peak Factors (see Table 1.3-4) are used to establish allowable ranges and are multiplied by the equivalent MMF Net Flux shown in Table 1.3-2.

Mar System)	। १९८१ स्थापित स्थापित	क्षात्रकात्तः सन्दर्भः	adinisaaliteesikses	(e)(e)(e)	
					Peaking Factor
			Instantaneous	Capacity	Duration <sup>b</sup>
Conditions	Value	%MMF	Flux (gfd)	(MGD)	(TPF)
Peaking Factor 1 (PF <sub>1</sub> )	1.11	111	19.4	0.60	TPF; = 600 min

<sup>\*</sup>Capacity is production rate using 100% of the installed membranes at the referenced flux. Removal of any SMUs or cassettes from service reduces the system capacity by a proportional amount, but does not change the allowable fluxes at each condition.

### C. Instantaneous Flux Distribution

Real-time flow shall be recorded at one-minute intervals to calculate and track the instantaneous flux. The profile of the instantaneous flux values within any 24 hour period shall conform to the following:

1. Operation at instantaneous fluxes from PF, to PIF will be limited to duration equal to no more than TPF, in a rolling 24 hours period.

### D. Peak Events

- 1. Operations resulting in any one of the following situations is defined as a Peak Event:
- a. The instantaneous flux exceeds PF<sub>1</sub> \* MMF net flux for more total time than TPF<sub>1</sub> in a rolling 24 hour period.
- c. The net flux exceeds MMF in a rolling 24 hour period.
- 2. Peak Events commence at the first recorded flux value above PF1 and last for the duration of the event type (24 hr and 7 days respectively).
- 3. If the calculated net flux for a Peak Event is less than the net flux listed for PWF (see Table 1.3-2), by definition it is a Peak Week Event and flows up PWF are sustainable for the remaining six (6) days.
- 4. If the calculated not flux for a Peak Event is more than the not flux listed for PWF (see Table 1.3-2), by definition it is a Peak Day Event.
- 5. If a Peak Event is recorded due to the net flux exceeding MMF in a rolling 24 hour period, the period of time remaining in the Peak Event is 0 (zero).
- 6. The frequency and duration of Peak Events is not limited

### E. Operating Limits

- 1. Operation outside M8R System Warranty Parameters (Tables 1.3-2, 1.3-3, 1.3-4) are permissible provided calculated permeability does not decrease below 4.0 gfd/psi or TMP increase above 3.0 psi for more than six (6) hours of operation (360 values at one-minute intervals) in any calendar year of operation.
- 2. TMP is calculated per the equation below and validated during the System Commissioning.

TMP = PS - PP - PG

PP = Piping friction losses determined during System Commissioning

PG = Gauge (transmitter) reading during filtration

PS = Static pressure reading at zero filtration

- 3. Permeability is calculated by dividing the permeate flow rate in gallons per day by the membrane area in service and the calculated TMP.
- F. Inspection Requirements



MBR System Warranty Statement Little Venice WWTP (MMF 0.54 MGD)

- Unless otherwise agreed in writing, System Supplier shall coordinate with the Contractor to perform or supervise a Mechanical Inspection prior to and during the installation of the SMUs.
- At the successful completion of the Mechanical Inspection, System Supplier shall issue an Acceptance Report to the Owner approving the system for commissioning.
- During the Mechanical Inspection, the Owner shall provide necessary personnel to comply with local codes and to help facilitate the inspection process.
- System Supplier reserves the right to visit the site on a quarterly basis during the Warranty Period to verify operating conditions.

### G. Membrane System Commissioning

- During the Membrane and System Commissioning, the Owner shall provide the required operations personnel, sampling and analysis.
- If the System Commissioning is interrupted due to conditions beyond the control of the System Supplier the System Commissioning shall be re-started without loss of previously completed test days.
- 3. The System Commissioning shall include general wet testing, pipe loss testing, membrane integrity testing, air diffuser testing, membrane integrity testing, and clean water membrane flux testing to verify TMP and Permeability calculations. Specifically:
- a. The TMP calculation shall be validated.
- b. The permeability calculation shall be validated,
- Upon conclusion the System Commissioning, a signed commissioning report verifying membrane and system readiness shall be provided to the customer.
- Upon completion of the System Commissioning and delivery of a signed commissioning report, the Membrane Warranty period shall commence.

### H. Consumables

- SMU replacement parts not provided by System Supplier shall be pre-approved by System Supplier in writing before
  installation. Examples includes permeate tubes, retaining rubbers and diffuser parts.
- Procedures used to repair or replace SMU parts that are not in accordance with EWT recommendations shall be preapproved by System Supplier.

### I. Cleaning Chemicals

- 1. With the exception of the standard cleaning solutions listed below, membrane cleaning chemicals must be preapproved in writing by the System Supplier. This includes all coagulants, flocculation aids, polymers, etc. The following chemicals have been pre-approved for use as cleaning agents:
- a. Up to 2% Citric Acid (C<sub>6</sub>H<sub>3</sub>O<sub>7</sub>) by weight
- b. Up to 2% Sodium Hypochlorite (NaHOCI) by weight
- c. Up to 2% Hydrochloric Acid (HCi) by weight
- 2. The maximum chemical exposure shall be 5,000,000 ppm\*hrs for each type of chemical.
- 3. The maximum number of Maintenance cleans shall be 20 per year.

### J. Monitoring Requirements

- Required Monitoring records per Table 1,3-5 must be kept for a minimum of one year and data made available to the System Supplier upon request within five (5) working days.
- a. System Supplier must be notified in writing within ten (10) working days should one or more parameters not be recorded for more than a combined six (6) hours of operating time.
- Failure to keep records in accordance with Table 1.3-5 following commencement of the Warranty Period can void Membrane Warranty terms at the discretion of the System Supplier.
- c. System Supplier shall notify Customer of any impacts to Warranty Coverage stemming from non-conformance of
  operational or data collection/reporting requirements within five (5) working days of non-conformance notification.
- Monitoring Recommendations (Table 1.3-6) do not impact warranty coverage but can expedite troubleshooting efforts and facilitate plant optimization.

MBR System Warranty Statement Little Venice WWTP (MMF 0.54 MGD)

		riges Ring Balandaes	
Parameter	Required Monitoring Frequency	Sample Location <sup>a</sup> IN/EFF/MBR	Notes
Pormoato Flow	1/min	EFF	Logged at SCADA. Provide device calibration data
Air Scour Flow	1/min	MBR	Logged at SCADA, Provide device calibration data
Water Temperature	1/min	MBR	Logged at SCADA. Provide device calibration data
тмр	1/min	M8R	Logged at SCADA, Provide device calibration data
Coarse Suspended Solids	1/wk	INF/MBR	Indicates screen capture lefficiency and amount of debris in process
Chemical Cleaning	1/event	M8R	Note chemical type, concentration, soak time and date of cleaning

\*INJEFF/MBR refer respectively to; influent wastewater downstream of pretreatment, permeate downstream of SMUs only (not post disprection), and mixed liquor inside the MBR.

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Parameter <sup>d</sup>	Required Monitoring Frequency <sup>a</sup>	Sample Location" IN/EFF/MBR <sup>6</sup>	Notes*
DO	1/min	MBR	Logged at SCADA Method 4500- O G
Mixad Liquor TSS & VSS	2/week	MBR	Method 2540 D Method 2540 E
pΗ	2/week	IN/EFF/MBR	Method 4500- H B
FOG	1/waek	IN/MBR	Method 5520- B F
Filterability	1/day	MBR	Per system commissioning manual
Turbidity	1/week	EFF	Method 2130 B
BOD <sub>5</sub>	1/waek	IN/EFF	Method 5210 B
COD	2/week	IN/EFF	Method 5220
NH <sub>3</sub> -N	1/week	IN/EFF	Method 4500-NH₃
NO <sub>3</sub> -N	1/week	EFF	Method 4500-NO <sub>3</sub>
TP	1/week	EFF	Method 4500-P

<sup>\*</sup> INVEFF/MBR refer respectively to; influent wastewater downstream of pretreatment, permeate downstream of SMUs only (not post disinfection), and mixed liquor inside the MBR.

### 1.4 MBR PROCESS WARRANTY

- A. The System Supplier shall warranty the process for a period of one (1) years from the date of successful completion of the Membrane System Commissioning.
- 8. The SYSTEM provided by the System Supplier shall meet or exceed the criteria listed in Table 1.4-1.
- C. The Process Warranty is contingent on
- 1. The influent process parameters listed in Table 1.4-2.
- 2. The minimum mixed liquor temperatures of as shown in table 1.3-2
- 3. The design mixed liquor suspended solids in the MBR as reflected in the process design in the submittal.
- 4. Addition of supplemental chemicals for aiding specific nutrient removal as reflected in the process design in the submittal.

Octions 24-hr composite samples for influent and effluent testing. For mixed fiquor label samples, simply submarge a container directly into the MBR. Follow sampling protocol as required for lab analysis of DO.

<sup>&</sup>lt;sup>6</sup> Listed methods are per Standard Methods for the Examination of Water and Wastewater (Latest Edition). Data collected using online instrumentation provided by System Supplier or approved manufacturer shall also meet Wateranty requirements.

<sup>4</sup> Parameter type and testing frequency assume typical municipal waste. For industrial applications or other, requirements can change.



D. Unless otherwise defined in the contract documents, the MBR Process Warranty period shall commence on the same date as the MBR Membrane warranty period.

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Parameter	Value	Unit	Conditions	
BOD₅	< 4,5		Annual Average	
TN	< 3.0	mg/L	Annual Average	
TP			Annual Average	

	ren Waraniyan	le delez Munita	ading
Parameter	Value <sup>a</sup>	Unit	Conditions <sup>b,c</sup>
BOD <sub>5</sub>	1,126	lb/day	+/-25% during PDF conditions, +/-10% during MMF conditions
rss	1,126	lb/day	+/-25% during PDF conditions, +/-10% during MMF conditions
TKN	270	lb/day	+/-25% during PDF conditions , +/-10% during MMF conditions A minimum 4:1 BOD:TN ratio is required to meet introgen levels
ТР	36	lb/day	+/-25% during PDF conditions, +/-10% during MMF conditions
Alkalinity	788	lb/day	+/-25% during PDF conditions, +/-10% during MMF conditions

### 1.5 ADDITIONAL TERMS

If the MBR System should at any time be unable to meet Warranty requirements, System Supplier shall supply Technical Assistance at no cost to the Owner until performance criteria are achieved. The Owner agrees to implement reasonable operational modifications as requested by System Supplier, and in accordance with the Reference Documents. System Supplier shall be allowed a minimum of three (3) months to remedy operational issues and meet performance criteria.

### 1.6 DISCLAIMER

System Supplier disclaims all other warranties, express or implied in respect to Products delivered hereunder, including but not limited to implied warranties of merchantability or fitness for a particular purpose, In no event shall System Supplier be liable for any lost profits, cost for procurement of substitute products and services, loss of use, or any other special, incidental, indirect, or consequential damages, arising out of or related to any and all contracts or agreements or the use or the performance of the Products, however caused and on any theory of liability, whether in an action for contract or tort (including negligence) or otherwise. System Supplier total aggregate liability rising out of or related to any and all contracts or agreements shall in no event exceed the amount paid for such products.

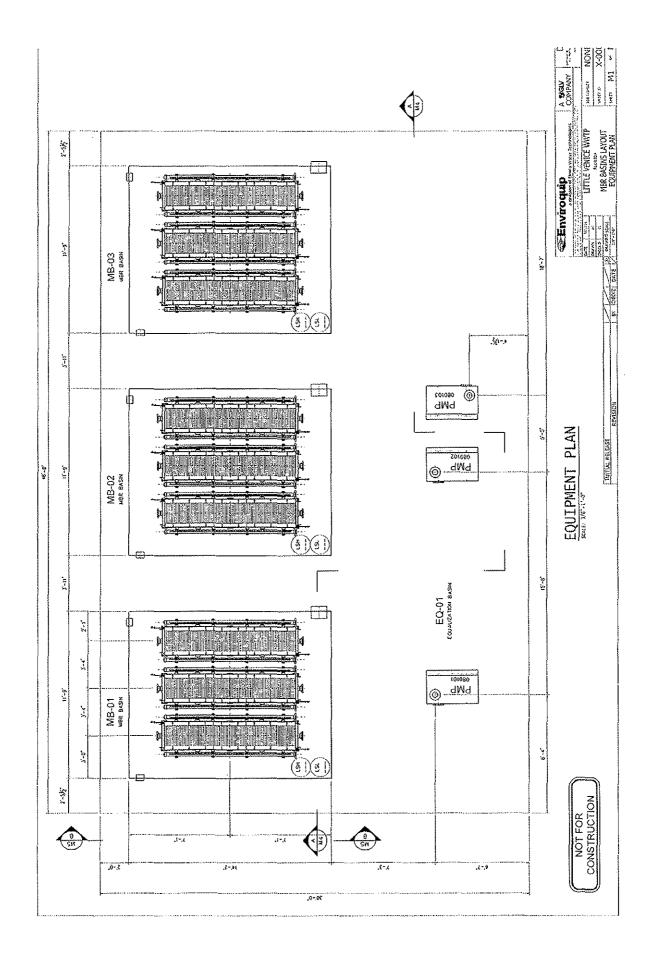
The values shown are Design MMF Loading conditions.

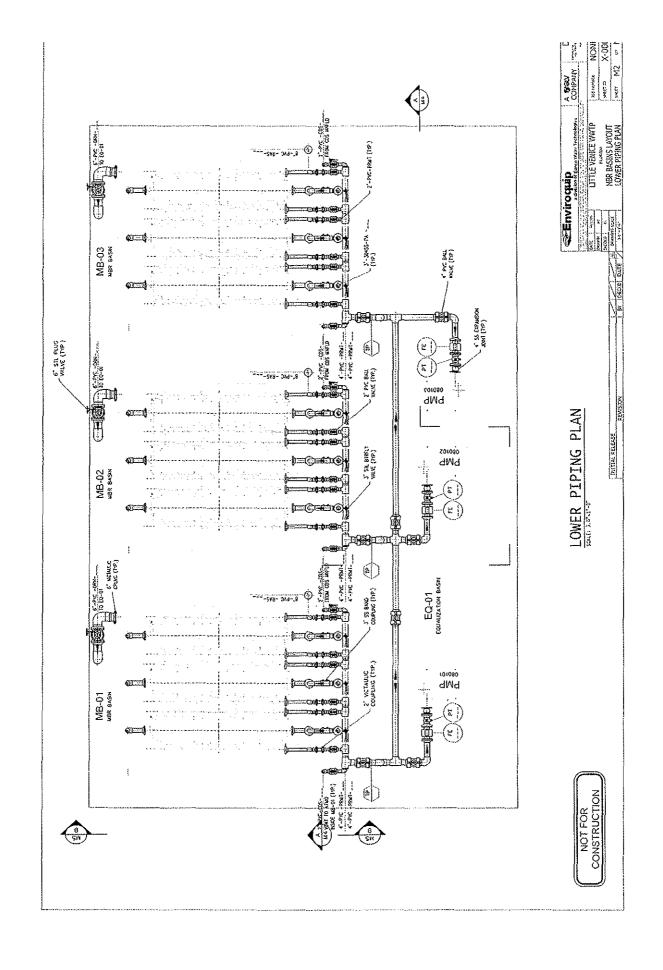
The values shown are Design MMF Loading conditions.

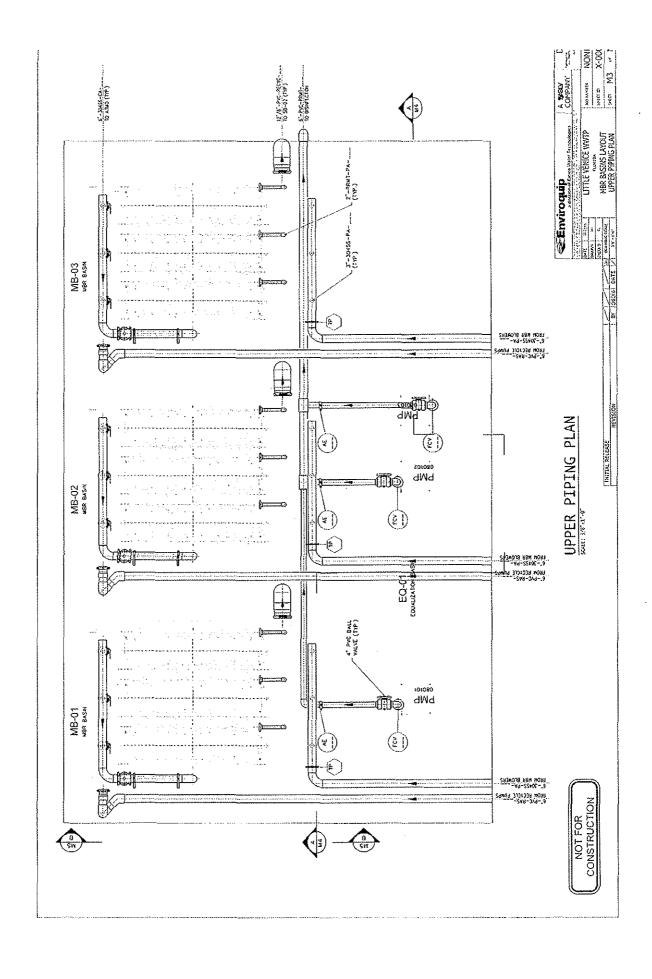
During MMF condition, the loading con vary +/- 10% on a daily basis during the 30 day period, but the average MMF loading during the 30 day period is assumed to be equal to or less than the design MMF conditions shown.

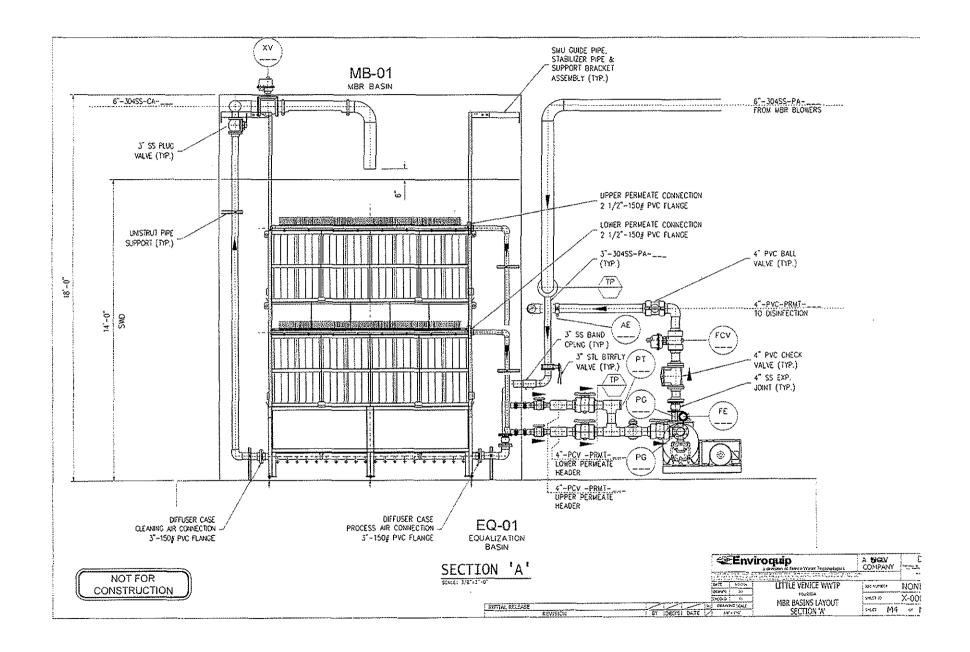
During PDF condition, the toading can vary +/- 25% of MMF loading during a 24 hour period.

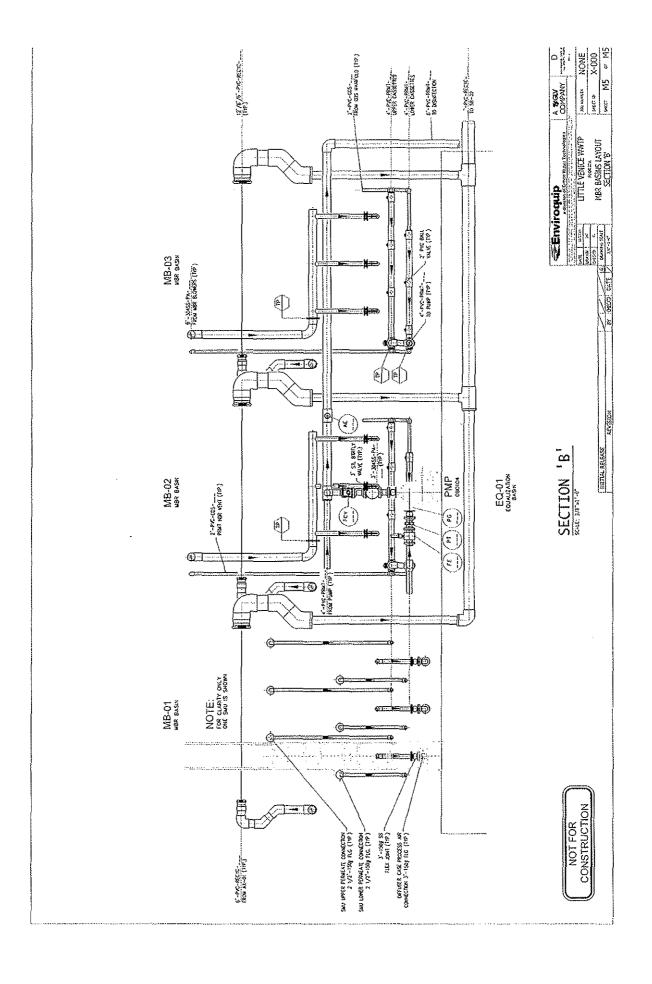
Alkalinity and Alum addition may be required to meet affluent requirements.













Scope of Work by Others

The following items will be the scope of work and responsibilities by others. These items include, but are not limited to:

# Overall Plant Design

- Responsible for the overall plant design and execution of that design.
- Review and approve ENVIROQUIP biological process design.
- Equipment is designed to meet the area classifications set forth in the provided drawings or specifications. If no area classifications are given, it is assoumed equipment no area classifications are processes. ENVIROQUIP assumes that assessment of area classifications is by others unless otherwise stated.

# **Equipment Drawings and Specifications**

- Design parameters related to membrane separation.
  - o Review and approve.
- ENVIROQUIP supplied equipment specifications and drawings.
  - Review and approve.
- Detail drawings of all termination points.
  - Show locations where equipment and materials supplied by others tie into ENVIROQUIP equipment and/or materials.

### Civil Works

Provisioning to include, but not limited to:

- Buildings, plant tank structures , equipment foundations and mounting p ads, various process piping and connections.
- Building floor drains and below slab piping.
- Equipment accesses platforms, walkways, stairs, etc.
- HVAC equipment design and installation (where applicable).
- Emergency power supply, UPS, power conditioner (where applicable).

# Equipment Supply

Provisioning to include, but not limited to:

- All pipe supports.
- All interconnecting piping out side of basins including hardware to connect to Enviroquip supplied in basin piping.
- Heat tracing, insulation, or related controls and appurtenances, as required.
- Wiring or conduit for all equipment (by ENVIROQUIP and by Others).
- Any equipment, piping, valves, or fittings not express ly indic ated in ENVIROQUIP's scope of supply.
- Variable frequency drives, motor starte rs, or controls for equipment not expressly indicated in ENVIROQUIP's scope of supply.
- Anchors/anchor bolts on the recycle pumps, drain pumps, mixers, permeate pumps, blowers, a scum pump, chemical feed pumps, and WAS pumps.

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Scope of Work by Others, Page 3

Any other equipment or services not supplied by ENVIROQUIP, but necess ary for an operational plant.

# Receiving and Storage

Receive, unload, and provide safe stor age of equipment, materials and parts at site until ready to install.

# System and Equipment Installation

Install equipment supplied by ENVIROQUIP and by others to include, bu t not limited to:

- Membrane units, in accordance with ENVIROQUIP's installation instructions.
- Pumps, blowers, mixers, headworks equipment, instrumentation, controls, etc.

# Piping Installation

Install interconnecting piping to include, but not limited to;

- Piping, pipe supports, hangers, and valves between ENVIROQUIP supplied equipment and components.
- Piping, pipe supports, hangers, and valves between ENVIROQUIP supplied equipment/components and equipment/components supplied by others.
- Process tank aeration system air piping, equalization tank system piping, etc.
- Install all required anchoring, bolts, brackets and fasteners.

### Electrical Installation

Install electrical to include, but not limited to;

- Electrical wiring, conduit and other components required to provide power connections to ENVIROQUIP supplied equipment and components.
- Install control panel and requir ed connec tions to any electrical equipment; pump motors and instruments external to the panel.

### Miscellaneous

- Painting. Any on-site painting or touch-up painting of equipment.
- Paint or material for UV protection.
- Provide as necessary, wrapping tape or cathodic protection for any pipe penetrations.
- Provide any plastic coding pipe markers, legend markers, or directional arrows. Any piping supplied by Enviroguip will be piece-marked for erection purposes.
- Bulk chemical storage.
- Supply chemical storage facilities.
- Raw materials, including, but not limited to seed sludge, cle an water for performance testing, chemicals and utilities during start-up and operation.
- Laboratory services, operating and main tenance personnel during equipment checkout, start-up operations.

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Scope of Work by Others, Page 3



Scope of Work by Others

Disposal of initial start-up wastewater and chemicals.

### 1. Price

Please refer to the pricing given by our local representative, MTS environmental of the attached scope of supply.

### 2. Payment Terms

Prices and est imated shipping dates are based upon the receipt of a purchase order within sixty (6 0) days from the date of this pro posal. Prices within the time frame cited b elow. Prices a nd approval within the time frame cited b elow. Price submittals/equipment shipping dates are subject to adjustment if a purchase order is not received within sixty (60) days from the d ate of this propo sal. Pricing is based on the following terms of payment:

### Municipal

Invoice Date	Amount	of Invoice
Upon Issuance	of Submittal:	10% of Total Price
Upon Delivery	of Equipment:	90% of Total Price
Prior to Startup:	: '	95% of Total Price*
One month afte	r Startup of Equipment:	100% of Total Price**
* Not to exceed	60 days after delivery o	f equipment.
** Not to aveca	d 400 days after daliyes	af aminuaant

Not to exceed 120 days after delivery of equipment.

All invoices are due and pa yable within thirty (30) days of the invoice date. P rogress pa yments are required for partial shipments.

### 3. Price Escalation

The prices submitted are based upon Purchaser's acceptance of this proposal by August 30, 2010.

If the above indicated order d ate is exceed, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded be cause of custo mer action, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by the

In addition, d-ue to fluctuating - material costs, the prices quoted in this proposal may be adjusted at the time of delivery. Only additional unit material costs will be transferred to the purchaser.

### 4.Taxes

Federal, State or local sales, use or other taxes applicable to this transaction shall be added to the sales price for BUYER's account.

### 5. Backcharges

In no event shall Purchaser/Own er do or cause to be done any work, purchase any services or material or incur any expense foir time account of ENVIROQUIP, ENVIROQUIP be responsible for such w ork or expense until after Purchase r/Owner has provided ENVIROQUIP's PROJECT MAN AGER full details (in cluding e stimate of material cost and amount and rate of labor required) of the work, services, material or explenses and ENVIROQUIP has approved the same in writing. ENVIROQUIP will not accept Products returned by Purchaser/Owner unless ENVIROQUIP has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

All prices are quoted with freight allowed to readily accessible location nearest to jobsite.

### 7. Warranty

Warranty and service policies are limited to equipment supplied by ENVIROQUIP Equipment that is not integral to ENVIROQUIP equipment will be subject to w arranty and service policies of the respective manufacturer.

### 8. Ordering

All purchase orders tendered o in the basis of this proposal shall be issued with statements clearly indicating what line items are being purchased, the cost of each line purchased, and the total sell price of all items being purchased. In addition, an y sp ecial instruction s including shipping address, special or partial shipments, an d shipment dates shall be clearly identified. All purchase orders shall be sent to:

> Attention: Esther Saler ENVIROQUIP 2404 Rutland Drive Austin, Texas 78758

Phone: (512) 834-6000 Fax: (512) 834-6039

All correspondence dealing with this project and all payments made for equipment based on this offering should be mailed to the same a ddress. In the eve intithat a purchase order is issued to ENVIROQUIP, this proposal including the "Terms and Conditions," "General Terms and Conditions of Sale," and " Clarifications" shall be m ade essential p arts of the purchase order. Any order submitted to ENVIROQUIP shall be subject to acknow ledgement and acceptance b ENVIROQUIP

### 9. Liability and Ownership

Transfer of liability from EN VIROQUIP to OWNER occurs upon deliver y to shipping addre ss. Transfer of o wnership occurs after the full purchase price has been paid. ENVIROQUIP re tains title and right of reposses sion to the equipment until the full purchase price has been paid. OWNER or BU YER shall not encumber nor per mit others to encumber said equipment by any liens or security instruments until the full purchase price has been paid.

## 10. Past Due Accounts

Payment of invoices shall be in compliance with the "Pricing Terms and Conditions" of this p roposal. Amounts past due are subject to a service charge of 2,0 percent per month.

# 11. Approval of Equipment and Drawing Submittal

Detailed equipment and dra wing submittals shall be shipped 6-8 weeks after ENVIROQUIP acceptance of purchase order.

ENVIROQUIP shall use reasonable efforts to me et the dates specified above for shipment of Approval Submittals, but such dates are estimates provided only to serve as a guide to the OWNER, and not guaranteed. No liability, direct or indirect, is assumed by ENVIROQUIP for failure to ship on such dates.

### 12. Shipment

Shipment will be made eightee in (18) weeks to t wenty (20) weeks after EN VIROQUIP r eceives a copy of OWNER approved a pproval submittals . Erection d rawings and operating and maintenance instructions shall be forwarded at time of shipment of equipment.

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Pricing, Terms & Conditions, Page 2

Pricing, Terms and Conditions

ENVIROQUIP shall use reasonable efforts to me et the dates specified above for shipment of Equipment, but such dates are estimates provided only to serve as a g uide to the OWNER, and not guaranteed. No liability, direct or indirect, is assumed by ENVIROQUIP for failure to ship on such dates.

### 13. Acceptance

Should shipment of equipment be delay ed because of unreasonable d elays in approval of submittals or at the request of the OWNER beyond nine (9) months after date of purchase order, the selling price shall escalate at the rate of 1.0 percent per month.

OWNER shall pa y for acceptan ce of partial shipments and proper billings of ENVIROQUIP even if the O WNER does not pay the 8U YER, provided the reason for such n on-payment by the OW NER is unrelated to the performance of ENVIROQUIP Unauthorized retention of payments by the BUYER for any reason shall be subject to a service charge of 2% per month.

Upon receiving equipment, OW NER shall thoroughly inspect and properly at ore each shipping item in accordance with submittal requirements. Any items marked as shipped on the Bill of Material that are missing or damaged shall be brough to the attention of ENVIROQUIP within fourteen (14) days.

The OWNER shall notify the f reight company of any crates, boxes, or equipment damaged in transit. ENVI ROQUIP shall not be responsible for any damaged or missing items not confirmed in writing by the OWNER within fourteen (14) days

from the shipping date. An y replacement of equipment and material after this time shall be invoiced.

### 14. Field Service

ENVIROQUIP shall provide the service of our Fi eld Service Representative to inspect the installed equipm ent and to instruct the OW NER's personne I in its operation. A specific number of ma n-days a re sho while our proposal. No reimbursement to the contractor shall be allowed for unused man-days or trips. Warranty of equipment may be affected or voided if the contractor does not allow time necessary to provide field service by EN VIROQUIP's Field Service Representative.

The BU YER sh all have all of the equipment read y for operation prior to requesting service by our Field Service Representative. If the equipment is not ready for operation and field checkout when EN VIROQUIP's Field Service Representative arrives at the jobsite or if additional time is required, ENVIROQUIP shall bill any delays an/or additional time beyond the scheduled amount indicated above. Billing shall be at the current field service rates plus incurred travel and living expenses.

Adequate notice, generall yt wo (2) weeks, shall be given when scheduling our Field Se rvice Re presentative. ENVIROQUIP's field service and startup of the equipment shall not commence until all subsequent cond titons have been met in accordance w ith the " Pricing Terms & Conditions" of this proposal.



### Terms & Conditions of Sale

L. ACCEPTANCE. The proposal of the <u>Environing division of EIMCO WATER TECHNOLOGIES, LLC (TSELLER")</u>, as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scape and terms and conditions of this Agreement represent the entire offer by SELLER and supersecte all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scape or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from the Agreement are hereby rejected.

rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLERS best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or paints in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postpound by reason of Force Majeiner (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's exceptance of delivery to cause the Praducts to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such towards shall constitute delivery, for all unspasses of this agreement. If Schimmer is contended at secreent of storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurved by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS, SELLER shall retain the fullest right, title, and interest in the Products.

the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been gold to SELLER. The giving and accepting of drafts, notes and/or made acceptances to evidence the payments due shall not constitute or be consumed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the

4. PAYMENT TERMS, SELLER reserves the right to ship the Products and be paid for such on a pro-mas basis, as Shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by FURCHASER.

5. TAXES, Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELER may pay or be required to pay to any government directly or indirectly in connections with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER eggees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASERS account.

6. MECHANICAL WARRANTY, Soldy for the benefit of PURCHASERS account.

6. MECHANICAL WARRANTY SOLD for the provided to PURCHASER (collectively, "Products") shall be fore from defects in material and order taxed with the provided to PURCHASER (collectively, "Products") shall be fore from defects in material and materials.

regipment and pairs manufactured by It and provided or Post. 37A-368 (conferency, Todates) shall be free from defects in material and workmaship. The warranty geried shall be twelve (12) months from statup of the equipment not to exceed eighteen (18) months from shipment, If any of SILLER'S Products fall to comply with the forcegoing warranty, SELLER shall repair or replace free of change to PURCHASER, EX WORKS SELLER'S PACTORIES or other beating that SELLER designates, any Product or parts decreof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within 4th Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER, will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending us representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not fable under this warranty. PURCHASER shall pay those costs. For SELLER to be fable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later warranty, PURCHASTR HIRD must make its claims to SHLLER with respect to this warranty mixing on later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period, in addition to any other limitation or disclaimer with respect to this warranty. SELLER shall have no liability with respect to tary of the following: () failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been aftered or repaired. in any way without SELLER'S pitor written authorization, (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, crossion or corosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rate cost of replacement of these parts based on SELLER'S estimate of what the tenutining service life of those parts ing service life of those parts of replacement of these parts based on SELLER'S estimate of what the containing service life of those parts should have been; provided, that tailibute of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELER'S disability shall be limited sofely to the assignment of available third-party warranties, THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLIDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under his Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER Squoted price for the Products is based upon this warranty, any increase in warranty, obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data familished to PURCHASER becauteder, including but not fruited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASERS own confidential use solely in connection with this Agreement and is not to be made known or available to any third garty without SELLER'S prior written consect.

8. PANNING. The Order scholl be regarded.

And is not free interest shown or artifacter and in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless etherwise agreed in writing.

2. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufactoric, slipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approved. SELLER will furnish only general anangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English languages). SELLER will supply six (b) complete ests of drawings and operating instructions. Additional sets will be part for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format

6.01). 10. SICT OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE, PURCHASER shall have a noneschasive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees; a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and e) to limit access to the program of any to those of its employees who are necessary to permit authorized use of the program, PURCHASER agrees to execute and

employees who are necessary to pertain automazed use of the program. Profit IASDER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY, SELLER will defend at its own expense any suit instituted against PURCIJASER based upon claims that SELLER's Product heremoder in and of itself constitutes an infiningement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCIJASER against such claims of detend and settle the same, and SHLLER shall indemnity the PORCHASER against seen claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise decrus it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to cominue using the Products, (b) replace the same with non-infringing Products, (c) medify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight chargest and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that SELLER for any claim of infringement related to (a) the use of the Products for any purpose other than that sentials in the Busished the SELLER. for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEASUITY, Subject to the rights, obligations and famitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent is subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PERCHASER's

against at cannot an engineer or willful miscandact in connection with this Agreement.

11. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptey or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable, SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable regal fees, plus out-of-pocket expenses and interest, aud/or to enter any place where the Products and not reasonable legal reases, plus out-of-pocket expenses and interest, aud/or to enter any place where the Products and/or retain all payments made as compensation for the use of the Products; aud/or result the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking passession, repairs necessary to put the Products in saleable condition, storage charges, taxes, lieus, collection and legal ress and all other expenses in connection therewith) to the balance their due to SELLER for the Products and to reasons from the PURCHASER, the deficiency between such not necessary for the not such balance. an other expenses in connection interesting to the balance may due to proceeds of sixth of the Functional and receive from the PURCHASER the deficiency between such net proceeds of sixth and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER,

not fundations of any other rights of SELLER.

5. CANCELLATION, PURCHASER may terminate this Agreement for convenience upon giving SELLER thinty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ter (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER bereunder are exclusive and limited to the rights and remedies expressly stated in this

Agreement, 

17. INSPECTION, PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAPVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other.

provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such

anything different foun, or in audition to the content for any Agreement, 5 feeters with sansity such requirements at PURCHASER'S written copiest and expense.

20. FORCE MAJERIE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to early out any of its obligations bereinder, then on SELLER's notice in writing to PURCHASER. within a reasonable time after the occurrence of the cause relied upon, such abligations shall be suspended.

"Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terroitsm, enhanges, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in

time, SELLER shall be entitled to rehabursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, additiates, employees or subcontractors are servants, agents, partners, joint ventores or employees of PURCHASER in any way

22, SEVERABILITY. Should any portion of this Agreement, be held to be invalid or menforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable prevision shall be usedified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed berein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regnd to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City,

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written

21. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be nell and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, more prior written natice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF COURSECTION AND PERSONS OR IN THE ASSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER, NOTWITHSTANDING EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREBINER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHETDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OF ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

# Enviroquip

a division of Eimco Water Technologies

REPARKS FARMING THE REST.

The following items will be the scope of work and responsibilities by others. These items include, but are not limited to:

### Liveran Flynn Denoch

- Responsible for the overall plant design and execution of that design.
  - Review and approve ENVIROQUIP biological process design.
- Equipment is designed to meet the area classifications set forth in the provided drawings or specifications. If no area classifications are given, it is assumed equipment no area classifications are present. ENVIROQUIP assumes that assessment of area classifications is by others unless otherwise stated.

### TO A CONTROL OF THE THE PROPERTY OF THE CONTROL OF THE PROPERTY OF THE PROPERT

Design parameters related to membrane separation.

o Review and approve.

ENVIROQUIP supplied equipment specifications and drawings.

o Review and approve.

Detail drawings of all termination points.

 Show locations where equipment and materials supplied by others tie into ENVIROQUIP equipment and/or materials.

### El gran skipper ve

Provisioning to include, but not limited to:

Buildings, plant tank structures, equipment foundations and mounting pads, various process piping and connections.

Building floor drains and below slab piping.

Equipment accesses platforms, walkways, stairs, etc.

HVAC equipment design and installation (where applicable).

Emergency power supply, UPS, power conditioner (where applicable).

# Kasiphora Sugay

Provisioning to include, but not limited to:

All pipe supports.

All interconnecting piping outside of basins including hardware to connect to Enviroguip supplied in basin piping.

Heat tracing, insulation, or related controls and appurtenances, as required.

Wiring or conduit for all equipment (by ENVIROQUIP and by Others).

Any equipment, piping, valves, or fittings not expressly indicated in ENVIROQUIP's scope of supply.

Variable frequency drives, motor starters, or controls for equipment not expressly indicated in ENVIROQUIP's scope of supply.

Anchors/anchor bolts on the recycle pumps, drain pumps, mixers, permeate pumps, blowers, a scum pump, chemical feed pumps, and WAS pumps.

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Scope of Work by Others, Page 3



Any other equipment or services not supplied by ENVIROQUIP, but necessary for an operational plant.

### Paul Mojara pier Chievana

Receive, unload, and provide safe storage of equipment, materials and parts at site until ready to install.

### P. 10. 90 (1) 2. 野中的原理 被或为详知的原

Install equipment supplied by ENVIROQUIP and by others to include, but not limited to:

Membrane units, in accordance with ENVIROQUIP's installation instructions.

Pumps, blowers, mixers, headworks equipment, instrumentation, controls, etc.

# Pancy With Ban

Install interconnecting piping to include, but not limited to:

Piping, pipe supports, hangers, and valves between ENVIROQUIP supplied equipment and components.

Piping, pipe supports, hangers, and valves between ENVIROQUIP supplied equipment/components and equipment/components supplied by others.

Process tank aeration system air piping, equalization tank system piping, etc.

Install all required anchoring, bolts, brackets and fasteners.

### Street and the state of the sta

Install electrical to include, but not limited to;

Electrical wiring, conduit and other components required to provide power connections to ENVIROQUIP supplied equipment and components.

Install control panel and required connections to any electrical equipment; pump motors and instruments external to the panel.

# April 64 has been

Painting. Any on-site painting or touch-up painting of equipment.

Paint or material for UV protection.

Provide as necessary, wrapping tape or cathodic protection for any pipe penetrations.

Provide any plastic coding pipe markers, legend markers, or directional arrows.

Any piping supplied by Enviroquip will be piece-marked for erection purposes.

Bulk chemical storage.

Supply chemical storage facilities.

Raw materials, including, but not limited to seed sludge, clean water for performance testing, chemicals and utilities during start-up and operation.

Laboratory services, operating and maintenance personnel during equipment checkout, start-up operations.

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Scope of Work by Others, Page 3



EXPRING FIRE LY LA LA

Disposal of initial start-up wastewater and chemicals.

# **Enviroquip**

### a division of Eimco Water Technologies

### 9. Evolulu

All prices are quoted with freight allowed to readily accessible location nearest to jobsite.

### al Why are by

Warranty and service policies are limited to equipment supplied by ENVIROQUIP Equipment that is not integral to ENVIROQUIP equipment will be subject to warranty and service policies of the respective manufacturer.

### 8. Ordering

All purchase orders tendered on the basis of this proposal shall be issued with statements clearly indicating what line items are being purchased, the cost of each line item to be purchased, and the total sell price of all items being purchased. In addition, any special instructions including shipping address, special or partial shipments, and shipment dates shall be clearly identified. All purchase orders shall be sent to:

Attention: Esther Saler ENVIROQUIP 2404 Rutland Drive Austin, Texas 78758

Phone: (512) 834-6000 Fax: (512) 834-6039

All correspondence dealing with this project and all payments made for equipment based on this offering should be mailed to the same address. In the event that a purchase order is issued to ENVIROQUIP, this proposal including the "Terms and Conditions," "General Terms and Conditions of Sale," and "Clarifications" shall be made essential parts of the purchase order. Any order submitted to ENVIROQUIP shall be subject to acknowledgement and acceptance by ENVIROQUIP

# 3. J. Shirting god Quarter and

Transfer of liability from ENVIROQUIP to OWNER occurs upon delivery to shipping address. Transfer of ownership occurs after the full purchase price has been paid. ENVIROQUIP retains title and right of repossession to the equipment until the full purchase price has been paid. OWNER or BUYER shall not encumber nor permit others to encumber said equipment by any liens or security instruments until the full purchase price has been paid.

### TO Provide the Against the

Payment of invoices shall be in compliance with the "Pricing Terms and Conditions" of this proposal. Amounts past due are subject to a service charge of 2.0 percent per month.

## It approved of becoming one province marginal

Detailed equipment and drawing submittals shall be shipped 6-8 weeks after ENVIROQUIP acceptance of purchase order.

ENVIROQUIP shall use reasonable efforts to meet the dates specified above for shipment of Approval Submittals, but such dates are estimates provided only to serve as a guide to the OWNER, and not guaranteed. No liability, direct or indirect, is assumed by ENVIROQUIP for failure to ship on such dates.

### 4,4

Shipment will be made eighteen (18) weeks to twenty (20) weeks after ENVIROQUIP receives a copy of OWNER-approved approval submittals. Erection drawings and operating and maintenance instructions shall be forwarded at time of shipment of equipment.

### 1\_Price

Please refer to the pricing given by our local representative, MTS environmental of the attached scope of supply.

### P. Carrier and Charles

Prices and estimated shipping dates are based upon the receipt of a purchase order within sixty (60) days from the date of this proposal. Prices quoted are firm for delivery within the time frame cited below. Prices and approval submittals/equipment shipping dates are subject to adjustment if a purchase order is not received within sixty (60) days from the date of this proposal. Pricing is based on the following terms of payment:

### Municipal

Invoice Date
Upon Issuance of Submittal:
Upon Delivery of Equipment:
Prior to Startup:
One month after Startup of Equipment:
Not to exceed 60 days after delivery of equipment.

\*\* Not to exceed 120 days after delivery of equipment.

All invoices are due and payable within thirty (30) days of the invoice date. Progress payments are required for partial shipments.

### I have a received

The prices submitted are based upon Purchaser's acceptance of this proposal by August 30, 2010.

If the above indicated order date is exceed, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of customer action, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by the customer.

In addition, due to fluctuating material costs, the prices quoted in this proposal may be adjusted at the time of delivery. Only additional unit material costs will be transferred to the purchaser.

### in explana

Federal, State or local sales, use or other taxes applicable to this transaction shall be added to the sales price for BUYER's account.

### g Hashcharges

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of ENVIROQUIP, nor shall ENVIROQUIP be responsible for such work or expense until after Purchaser/Owner has provided ENVIROQUIP's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses and ENVIROQUIP has approved the same in writing. ENVIROQUIP will not accept Products returned by Purchaser/Owner unless ENVIROQUIP has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

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Proposal #062410-1-ASB-R1

Pricing, Terms & Conditions, Page 2

This document is confidential and shall remain the sole property of ENVIROQUI P This document may not be reproduced or distributed without prior written approval of ENVIROQUIP. The data and information provided is furnished on a restricted basis and is not to be used in any way detrimental to the interests of ENVIROQUIP.

Nova ali Rievali sa så Carradía di

ENVIROQUIP shall use reasonable efforts to meet the dates specified above for shipment of Equipment, but such dates are estimates provided only to serve as a guide to the OWNER, and not guaranteed. No liability, direct or indirect, is assumed by ENVIROQUIP for failure to ship on such dates.

### 1.1 161 (02893.43698

Should shipment of equipment be delayed because of unreasonable delays in approval of submittals or at the request of the OWNER beyond nine (9) months after date of purchase order, the selling price shall escalate at the rate of 1.0 percent per month.

OWNER shall pay for acceptance of partial shipments and proper billings of ENVIROQUIP even if the OWNER does not pay the BUYER, provided the reason for such non-payment by the OWNER is unrelated to the performance of ENVIROQUIP Unauthorized retention of payments by the BUYER for any reason shall be subject to a service charge of 2% per month.

Upon receiving equipment, OWNER shall thoroughly inspect and properly store each shipping item in accordance with submittal requirements. Any items marked as shipped on the Bill of Material that are missing or damaged shall be brought to the attention of ENVIROQUIP within fourteen (14) days.

The OWNER shall notify the freight company of any crates, boxes, or equipment damaged in transit. ENVIROQUIP shall not be responsible for any damaged or missing items not confirmed in writing by the OWNER within fourteen (14) days

from the shipping date. Any replacement of equipment and material after this time shall be invoiced.

### His radio Service

ENVIROQUIP shall provide the service of our Field Service Representative to inspect the installed equipment and to instruct the OWNER's personnel in its operation. A specific number of man-days are shown in our proposal. No reimbursement to the contractor shall be allowed for unused man-days or trips. Warranty of equipment may be affected or voided if the contractor does not allow time necessary to provide field service by ENVIROQUIP's Field Service Representative.

The BUYER shall have all of the equipment ready for operation prior to requesting service by our Field Service Representative. If the equipment is not ready for operation and field checkout when ENVIROQUIP's Field Service Representative arrives at the jobsite or if additional time is required, ENVIROQUIP shall bill any delays an/or additional time beyond the scheduled amount indicated above. Billing shall be at the current field service rates plus incurred travel and living expenses.

Adequate notice, generally two (2) weeks, shall be given when scheduling our Field Service Representative. ENVIROQUIP's field service and startup of the equipment shall not commence until all subsequent conditions have been met in accordance with the "Pricing Terms & Conditions" of this proposal.

# Enviroguip

### Terms & Conditions of Sale

11. SOFTWARE, PURCHASISE shall have a non-evelusive and nontransferable becase to use my monutants and the companies processing programs supplied by SELLER with the Products. PURCHASISE acknowledges that anothrough the information on account proposes. B) not to use the program except for archival or security purposes. B) not to use the program on any computer than the computer with which it is supplied, and c) to limit access to the program to those of its empty-cose with an notestary to permit uniformity and c) to him access to the program to those of its many one are nocessary to permit uniformity and c) to him access to the program to those of its program and accept the archive and account program of the program o

purplovees who are nocessary to permit authorized use of the program. PURCHASER agrees to execute and be dound by the torms of any software become applicable to the Products supplied by the torms of any software become at the products supplied at its own expenses any sun mailtined against a horizontal of any software became a fair SELLER's Product hereunder in and of itself constitutes an infinigement of any solid appealus claims of any United States point issued and extenting as of the date of this Agreement of the some, and SELLER's and information, assistance, and sole authority to defice of the Products solid insection. (a) procure to the Products is originated in such such and sole authority to otherwise the same with non-infiniguing by Challer's products. (c) Products of its products on the Products of the Products for any claim information and the Products of the Product of the Products of the Products of the Pr

receive from the PURCHASER the deficiency, between such net proceeds of sale and such balance SMECHASER breich, waves all trespeas thange, and elamins reading from any such earlier in the processory connecting the companients of such register (SELLES). SELLER & locality and recognition of the latest statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of the statement of the statement of the statement of statement of

(including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLAB within ten (10) days of the rotal annount of the content, or be subject to an additional late payment point of five percent (5%) of the rotal annount of IS CARCELLATION PLACE AND PARTHER HOR Terminate this Agreement for convenience upon grang SELLER for all costs and expenses

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18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performence of any provision of the fail Agreement will not constitute a warter of us right to subsequently enforce such provision of any other

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Force Mapeure" shall neclude, but not be limited to, acts of God, laws and regulations, stables, circl disobalience of circle of Clod, laws and regulations, and the characteristic of the pure CHASER or PURCHASER as subcontractors, becaling or accident to equipment or machiner, may be exceeded as contracting and any other causes that are not cassonable virtual the control of the pure calculation of the cause that are not cassonable virtual the control of the cause that are not cassonable virtual the control of the CHASER. processed in Secretary and addition to, that called laws, ordinances, regulations or conditions require anything different from a addition to, that called for by this Agreement. SELLER will satisfy such anything different from 1 and 1

contractor, and that notiber SELLER not its principals, portners, parents, subsidiance, affiliates, employees or subcontinacions are sortenies, agents, partners, touri-centures or employees of PURCHASPR in an*i-nav* INDEPENDENT CONTRACTOR, it is expressly industrood that SELLER is an independent inner, SELLER shall be entitled to reimbursement of costs mentred to maintain its schedule.

shall be modified accordingly rathen the confines of applicable law, grang maximum permissible effect to the 22, SEVERABILATY, Should any portion of this Agreement, be held to be included in unculvive cable under applicable lan, then the calidaty of the communing portions thereof shall not be affected by such invalidate, or unearlivecability, and shall tentain in full force and effect. Furthermore, my invalid or unearliorecable, posturon

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represent the entire offer by SELLIR and supersede all prior solicitations, discussions, agreements, industriandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from the Agreement are hereby purchase acceptance/purchase order that are in addition to or different from the Agreements included in properties. expressly implied to the forms of the Agreement. The scope and terms and conditions of this Agreement SELLER's contineinal offer of goods and associated services, and fully SER's accordance of this offer is CCCELLANCE. The proposal of the Enviroguin division of ethico water technologies. Lacthologics of the conditions of safe (collectively the "Agreement"), constitutes

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