

**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 8th, 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 27th DAY OF JULY, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Ramsay, Worthington, Keating, Snead
NOES: None
ABSENT: None
ABSTAIN: None

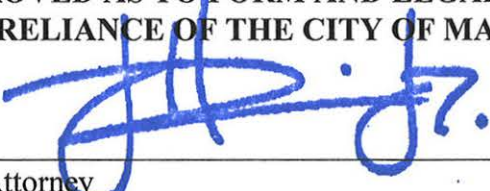
ATTEST:



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,

A handwritten signature in blue ink, appearing to read "Roger T. Hernstadt", is written over a horizontal line.

Roger T. Hernstadt
City Manager

CC: Ed Castle, Weiler Engineering
Susie Thomas, Director of Community services



a division of Eimco Water Technologies

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



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July 21, 2010

City of Marathon, Florida
10045-55 Overseas Highway
Marathon, FL 33050
Attn: Susie 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 provide our proposal to furnish the equipment and services in accordance 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 Marathon the equipment 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.glv.com

Cc: John McLaughlin



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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,

Damone Supica

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

Cc: John McLaughlin

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

Item	Description	Material	Dimensions	Unit	Material	Supplier	Quantity
CHLORINE CONTACT	TANK	STEEL	23X27X6	feet	CARBON STEEL	ENVIROQUIP	1
WALKWAY	CCC TANK WALKWAY	ALUMINUM	27	feet	ALUMINUM	ENVIROQUIP	1
MIXING	SPLITTER BOX	STEEL	5X5X5	feet	CARBON STEEL	ENVIROQUIP	1



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Design Summary
Little Venice WWTP (MMF 0.54 MGD)

Basis of Design				
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 ₃	40 mg/L	< 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.

** Peak values assumed to occur during MMF, to be verified by consulting engineer.

MBR Zone (Membrane) Design		
Parameter	Value	Notes
No. of Membrane Basins	3	
No. of Membrane Units per Basin	3	9 units 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 ft ² /cartridge	
Flux @ 0.45 MGD (AAF)	14.53 gal/(ft ² x day)	
Flux @ 0.54 MGD (MMF)	17.44 gal/(ft ² x day)	
Flux @ 0.60 MGD (PWF)	19.38 gal/(ft ² x day)	
Flux @ 0.65 MGD (PDF)	20.99 gal/(ft ² x day)	
Flux @ 1.26 MGD (PHF)	20.99 gal/(ft ² 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 O ₂ /day	TMP Ranges from .5 - 3.0 PSI
MBR Basin MLSS	11,840 mg/L	

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

Pre-Anoxic Zone Design		
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



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Design Summary
Little Venice WWTP (MMF 0.54 MGD)

Pre-Aeration Zone (SNPN) Design		
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 O ₂ /day	

Post-Anoxic Zone Design		
Parameter	Value	Notes
Basin Volume	62,836 gal/basin	62,836 gal total
Basin Dimensions	Existing Tankage	

FEED FORWARD Pump Design		
Parameter	Value	Notes
FEED FORWARD Pumps	4	3 Duty, 1 Shelf Spare
Type	SUBMERSIBLE	
Unit Capacity	500 GPM	
TDH	15.0 ft	

Internal Recycle Pump Design		
Parameter	Value	Notes
Internal Recycle Pumps	4	2 Duty, 2 Stdby
Type	SUBMERSIBLE	
Unit Capacity	563 GPM	
TDH	15.0 ft	

Permeate Pump Design		
Parameter	Value	Notes
Permeate Pumps	4	3 Duty, 1 Shelf Spare
Type	CENTRIFUGAL	Suction Design
Permeate Capacity @ MMF	417 GPM	Flow = 0.54 MGD Capacity Includes Relax)
Permeate Capacity @ PDF	502 GPM	Flow = 0.65 MGD * Capacity Includes Relax)
TDH	25.0 ft	* pump capacity has been designed to handle flows at one pump per two basins under emergency circumstances

Blower Design		
Parameter	Value	Notes
MBR Blowers	3	3 duty, shared standby
Type	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
Type	POSITIVE DISPLACEMENT	
Unit PA Blower Capacity	281 SCFM	
PA Blower Discharge Pressure	7.87 PSIG discharge	
WAS Blowers	1	1 duty, 1 common standby
Type	POSITIVE DISPLACEMENT	
Unit WAS Blower Capacity	850 SCFM	
WAS Blower Discharge Pressure	8 PSIG discharge	



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Design Summary
Little Venice WWTP (MMF 0.54 MGD)

Chemical Cleaning Design		
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 gal/cartridge	
Volume of Cleaning Solution	960 gal/basin	
Cleaning Solution Concentration	1.0%	
Volume of 100.0% Stock solution	10 gal/basin/cleaning	

DESCRIPTION		FUNCTIONAL INFORMATION				MECHANICAL						
Tag Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
CS-0101(01-02)	I-1.2	SCREENING	COARSE SCREEN	BAR SCREEN	375	opm	TRO	5 mm	ENVIROQUIP	FM-1300	0.25	2
FS-0102(01-03)	I-1.4	SCREENING	FINE SCREEN	BAR SCREEN	300	gpm	polycarbonate screen bars	2 mm	ENVIROQUIP	FS-800S	0.25	3
TRK-0102	I-1.4	SCREEN CONTAINER	SCREEN BOX W/ WEIR	TRIPLE	FS-800S	N/A	SS	N/A	ENVIROQUIP	8 FS 800S-3	N/A	1
TRK-0101	I-1.2	SCREEN CONTAINER	SCREEN BOX	DOUBLE	FM-1300	N/A	SS	N/A	ENVIROQUIP	0-FM-1300-2	N/A	1
FIT-010101	I-1.2	INFLUENT FLOW MEASUREMENT	FLOW METER	ELECTROMAGNETIC	10.0	inch	POLYURETHANE	N/A	ENDRESS & HAUSER	PROVAG 16W2F-ULGAIWA08AAA	N/A	1
XV-010201	I-1.4	PLANT WATER ISOLATION	AUTOMATED VALVE	SOLENOID (WITH CWC)	0.5	inch	N/A	N/A	N/A	N/A	N/A	1
V-010201	I-1.4	PLANT WATER ISOLATION	VALVE	BALL	0.5	inch	PVC	N/A	ASAHI	1601-020	N/A	1
CWC-010201	I-1.4	SOLIDS HANDLING	CONVEYOR WASHER COMPACTOR	SCREW	300	gpm	N/A	N/A	ENVIROQUIP	N/A	N/A	1
(LSL & LSH)-010101-010203	I-1.2 & I.4	LEVEL MEASUREMENT	LEVEL SWITCH	FLOAT	N/A	N/A	POLYURETHANE	N/A	CONERY	2900B1S1	N/A	7
DESCRIPTION		FUNCTIONAL INFORMATION				MECHANICAL						
Tag Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
(LSL & LSH)-020101	I-1.3	LEVEL MEASUREMENT	LEVEL SWITCH	FLOAT	N/A	N/A	POLYURETHANE	N/A	CONERY	2900B1S1	N/A	2
LT-020101	I-1.3	LEVEL MEASUREMENT	LEVEL TRANSMITTER	HYDROSTATIC	23	foot	SS	N/A	BLUE RIBBON	BC001-10-40	N/A	1
P-0201(01-03)	I-1.3	TRANSFER PUMP	PUMP	SUBMERSIBLE	251	gpm	CAST IRON	N/A	ABS	XFP100C C01 PE2016 FM 463050	2.00	3
V-0201(01-03)	I-1.3	PUMP ISOLATION	VALVE	BALL	4.0	inch	PVC	N/A	ASAHI	1622-040	N/A	3
CHV-0201(01-03)	I-1.3	FLOW DIRECTION	VALVE	SWING CHECK	4.0	inch	PVC	N/A	ASAHI	1201-040	N/A	3
FIT-020101	I-1.3	EQ TRANSFER FLOW MEASUREMENT	FLOW METER	ELECTROMAGNETIC	8.0	inch	POLYURETHANE	N/A	ENDRESS & HAUSER	PROVAG 16W2H-ULGAIWA08AAA	N/A	1
CBD-0201(01-18)	I-1.3	BASH MIXING	DIFFUSER	MEDIUM BUBBLE	1.0	inch	SS & ABS	N/A	ENVIROQUIP	TRUSSMAX	N/A	18
		FABRICATION	IR-BASH PIPING (AIR HEADER)	N/A	27	feet	SS	N/A	N/A	N/A	N/A	2
DESCRIPTION		FUNCTIONAL INFORMATION				MECHANICAL						
Tag Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
MXR-04(0101-0201)	I-1.5 & I.6	BASH MIXING	MIXER	SUBMERSIBLE	38,358	gal/sons	STAINLESS STEEL	N/A	ABS	RW3921 A176 CR	4.70	2
		MIXER SUPPORT	MIXER SUPPORT HARDWARE & GUIDE RAIL	RAIL MOUNT	SS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(LSRH-04(0101-0201)	I-1.5 & I.6	LEVEL MEASUREMENT	LEVEL SWITCH	FLOAT	N/A	N/A	POLYURETHANE	N/A	CONERY	N/A	N/A	2
DESCRIPTION		FUNCTIONAL INFORMATION				MECHANICAL						
Tag Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
PMP-0601(01-03)	I-1.9	FEED FORWARD	PUMP	SUBMERSIBLE	500	opm	CAST IRON	N/A	ABS	AFPK1041 M48/N FM	2.00	4
FIT-0601(01-03)	I-1.9	FEED FORWARD FLOW METER	FLOW METER	ELECTROMAGNETIC	6.0	inch	POLYURETHANE	N/A	ENDRESS & HAUSER	PROVAG 16W1F-ULGAIWA08AAA	N/A	3
DESCRIPTION		FUNCTIONAL INFORMATION				MECHANICAL						
Tag Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
PMP-05(0101-0202)	I-1.7&1.8	INTERNAL RECYCLE	PUMP	SUBMERSIBLE	563	opm	CAST IRON	N/A	ABS	AFPK1516 M356 FM	2.00	4
FIT-05(0101-0202)	I-1.7&1.8	INTERNAL RECYCLE FLOW METER	FLOW METER	ELECTROMAGNETIC	6.0	inch	POLYURETHANE	N/A	ENDRESS & HAUSER	PROVAG 16W1F-ULGAIWA08AAA	N/A	4



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

IDENTIFICATION		DESCRIPTION				MECHANICAL						
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
MXR-05(0101-0202)	I-1.7&1.8	BASIN MIXING	MIXER	SUBVERSIBLE	72,555	galons	STAINLESS STEEL	N/A	ABS	RW4024 A468 CR	4.70	4
		MIXER SUPPORT	MIXER SUPPORT HARDWARE & GUIDE RAIL	RAIL MOUNT	SS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
FBO 05(0101-0201)	I-1.7&1.8	AERATION	DIFFUSER	FINE BUBBLE	226	SCFM / basin	N/A	N/A	EDI	N/A	N/A	2
AE-05(0101-0201)	I-1.7&1.8	DISSOLVED OXYGEN MEASUREMENT	DO PROBE	LDO	0-10	mg/L DO	SS	N/A	HACH	57900 00	N/A	2
MT-05(0101-0202)	I-1.7&1.8	DO/PH TRANSMITTER	MODBUS TRANSMITTER	SC100	N/A	N/A	N/A	N/A	HACH	LXV501 S2 00002	N/A	4
AE-16(0101-0201)	I-1.7&1.8	PH MEASUREMENT	PH PROBE	DIFFERENTIAL ELECTRODE	0-14	SU	GLASS	N/A	HACH	DPO1P1	N/A	2
IDENTIFICATION		DESCRIPTION				MECHANICAL						
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
MXR-0601(01-03)	I-1.9	BASIN MIXING	MIXER	SUBVERSIBLE	60,000	galons	STAINLESS STEEL	N/A	ABS	RW3021 A176 CR	4.30	3
		MIXER SUPPORT	MIXER SUPPORT HARDWARE & GUIDE RAIL	RAIL MOUNT	SS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
AE-150101	I-1.9	ORP MEASUREMENT	ORP PROBE	DIFFERENTIAL ELECTRODE	500-500	MV	GLASS	N/A	HACH	ORP1P5	N/A	1
LT-060101	I-1.9	LEVEL MEASUREMENT	LEVEL TRANSMITTER	HYDROSTATIC	23	ft	SS	N/A	BLUE RIBBON	RC001-10-40	N/A	1
(LSLL & LSH) 060101	I-1.9	LEVEL MEASUREMENT	LEVEL SWITCH	FLOAT	N/A	N/A	POLYURETHANE	N/A	COSERY	N/A	N/A	2
IDENTIFICATION		DESCRIPTION				MECHANICAL						
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
TRK-07(01-03)	I-1.10-12	NBR BASIN	TANK	STEEL	14 x 12 x 14 w/d (ft)	N/A	PAINTED CARBON STEEL	N/A	TAMPA TANK	N/A	N/A	3
SMU-07(0101-0303)	I-1.10-12	MEMBRANE FILTRATION	SUBMERGED MEMBRANE UNIT	FLAT PLATE	N/A	N/A	SS304	N/A	KUBOTA	EK-600	N/A	9
EF-07(0101-0303)	I-1.10-12	VIBRATION ISOLATION	DIFFUSER EXPANSION JOINT	BULB	3.0	inch	SYNTHETIC RUBBER / SS	N/A	API	AMS283	N/A	9
V-07(01-03)(01.05.09)	I-1.10-12	DIFFUSER INLET ISOLATION	VALVE	BUTTERFLY	3.0	inch	CAST IRON	N/A	KEYSTONE	721-030	N/A	9
V-07(01-03)(04.08.12)	I-1.10-12	DIFFUSER OUTLET ISOLATION	VALVE	PLUG	3.0	inch	CAST IRON	N/A	PRATT	PBPV-030	N/A	9
V-07(01-03)(02.03.06.07.10.11)	I-1.10-12	PERMEATE BRANCH ISOLATION	VALVE	BALL	2.0	inch	PVC	N/A	ASAHI	1601-020	N/A	18
(LSLL & LSH) 07(01-0301)	I-1.10-12	LEVEL MEASUREMENT	LEVEL SWITCH	FLOAT	N/A	N/A	POLYURETHANE	N/A	COSERY	N/A	N/A	6
XV-07(0101-0301)	I-1.10-12	DIFFUSER CLEANING	AUTOMATED VALVE	2 POSITION PLUG	6.0	inch	CAST IRON	N/A	PRATT / BETTIS	PBPV-030 / FEN333-18-CA-02-031	N/A	3
V-07(01-03)(13-15)	I-1.10-12	CHEMICAL CLEANING ISOLATION	VALVE	BALL	2.0	inch	REFI	N/A	REFI	1601-020	N/A	8
V-07(01-03)(16-17)	I-1.10-12	CHEMICAL CLEANING VENT	VALVE	BALL	0.5	inch	PVC	N/A	ASAHI	1601-005	N/A	9
V-07(0118-0319)	I-1.10-12	PERMEATE HEADER ISOLATION	VALVE	BALL	4.0	inch	PVC	N/A	ASAHI	1602-040	N/A	6
-		FABRICATION	STRUCTURAL GUIDES & STABILIZER PIPES	N/A	N/A	N/A	N/A	N/A	ENVIROQUIP	N/A	N/A	9
-		FABRICATION	LIFTING CHAINS & FASTENERS	N/A	N/A	N/A	N/A	N/A	ENVIROQUIP	N/A	N/A	9
-		FABRICATION	IN-BASIN PIPING & SUPPORTS	N/A	N/A	N/A	N/A	N/A	ENVIROQUIP	N/A	N/A	9
IDENTIFICATION		DESCRIPTION				MECHANICAL						
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY
P-1901(01-02)	I-1.15	TRANSFER PUMP	PUMP	SUBMERSIBLE	40	gpm	FBD	N/A	ABS	AFP 0831	2.00	3



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Scope of Supply
Little Venice WWTP (MMP 0.54 MGD)
Little Venice, FL

IDENTIFICATION		ELECTRICAL/ELECTRONIC INFORMATION				MECHANICAL						
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	Qty
LSLL & LS104-192101	I-1.15	LEVEL MEASUREMENT	LEVEL SWITCH	FLOAT	N/A	N/A	POLYURETHANE	N/A	CONERY	Z990B1S1	N/A	1
CBD-1901(01-50)	I-1.15	BASIN MIXING	DIFFUSER	MEDIUM BUBBLE	1.0	inch	SS & ABS	N/A	ENVIROQUIP	IRANSMAX	N/A	50
		FABRICATION	IN-DASH PIPING (AIR READER)	N/A	N/A	70	feet	SS	N/A	N/A	N/A	2
IDENTIFICATION		ELECTRICAL/ELECTRONIC INFORMATION				MECHANICAL						
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	Qty
PT-0301(01-03)	I-1.14	TEMP MEASUREMENT	PRESSURE TRANSMITTER	DIAPHRAGM	-15-15	PSI	N/A	N/A	ENDRESS & HAUSER	CERABART PMC 131-A22F1W61Q3H	N/A	3
P-0301(01-03)	I-1.14	PERMEATE PUMP	PUMP	CENTRIFUGAL	343	gpm	GRAY IRON	N/A	GORHAM RUPP	13A50S B IF	5.00	3
P-0301(01-08)	I-1.14	PUMP ISOLATION	VALVE	BALL	4.0	inch	PVC	N/A	ASAHI	1602-040	N/A	8
PI-0301(01-03-04)	I-1.14	PUMP INLET PRESSURE	GAUGE	COMPOUND	-30-15	inch Hg (PSI)	SS	N/A	MCDANIEL	MPBSCA-GF	N/A	3
PI-0301(05-07-08)	I-1.14	PUMP OUTLET PRESSURE	GAUGE	PRESSURE	0-15	PSI	SS	N/A	MCDANIEL	MPBSCU-GF	N/A	3
CAV-0301(01-03)	I-1.14	FLOW DIRECTION (PUMPED)	VALVE	BALL CHECK	4.0	inch	PVC	N/A	ASAHI	1210-040	N/A	3
V-0301(03-11)	I-1.14	ON/OFF	VALVE	NEEDLE	0.25	inch	POLYPROPYLENE	N/A	ASAHI	5313-002	N/A	3
FIT-0301(01-03)	I-1.14	FLOW MEASUREMENT	FLOW METER	ELECTROMAGNETIC	4.0	inch	POLYURETHANE	N/A	ENDRESS & HAUSER	PROVAG 10V11H-LXG1RA08AAA	N/A	3
FCV-0301(01-03)	I-1.14	FLOW CONTROL	AUTOMATED VALVE	MODULATING BALL	4.0	inch	PVC	N/A	ASAHI/BETTIS	1601-040/EM500F-15-C4-02-102	N/A	3
AE-0301(01-03)	I-1.14	TURBIDITY MEASUREMENT	TURBIDITY METER	OPTICAL	0-100	NTU	N/A	N/A	HACH	60101-01	N/A	3
AIT-0301(01-02)	I-1.14	TURBIDITY TPH TRANSMITTER	ANALOG TRANSMITTER	SC100	N/A	N/A	N/A	N/A	HACH	LXV401 S2 00002	N/A	2
IDENTIFICATION		ELECTRICAL/ELECTRONIC INFORMATION				MECHANICAL						
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	Qty
BLR-0901(01-03)	I-1.16	MBR BLOWER	BLOWER	POSITIVE DISPLACEMENT	295	SCFM	CAST IRON	N/A	KAESER	CB130-20HP	20.00	3
		MBR NOISE SUPPRESSION	SOUND ENCLOSURE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	3
TI-0901(01-03)	I-1.16	MBR BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	3
PI-0901(01-03)	I-1.16	MBR BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	3
TS-0901(01-03)	I-1.16	MBR BLOWER TEMP SWITCH	TEMPERATURE SWITCH	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	3
CAV-0901(01-03)	I-1.16	MBR BLOWER FLOW CONTROL	VALVE	CHECK (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	3
PRV-0901(01-03)	I-1.16	MBR BLOWER PRESSURE RELIEF	VALVE	PRESSURE RELIEF (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	3
PT-0901(01-03)	I-1.16	MBR BLOWER PRESSURE	PRESSURE TRANSMITTER	DIAPHRAGM	-15-15	PSI	N/A	N/A	ENDRESS & HAUSER	CERABART PMC 131-A22F1W61Q3H	N/A	3
V-0901(01-03-05-07)	I-1.16	MBR AIR ISOLATION	VALVE	BUTTERFLY	6.0	inch	CAST IRON	N/A	KEYSTONE	221-C60	N/A	6
FIT-07(01-03)01	I-1.10-12	MBR AIR FLOW MEASUREMENT	FLOW METER	MASS AIR FLOW	6.0	inch	SS	N/A	ENDRESS & HAUSER	551-03AA0AD1ACBBA	N/A	3
		LABOR	FACTORY EQUIPMENT ASSEMBLY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
		FABRICATION	PIPING & SUPPORTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0

IDENTIFICATION		FUNCTIONAL INFORMATION				MECHANICAL						
Eq. Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	Qty
BLR-1001(01-02)	I-1.17	PA BLOWER	BLOWER	POSITIVE DISPLACEMENT	226	SCFM	CAST IRON	N/A	KAESER	CB165C-25HP	25.00	2
-	-	PA NOISE SUPPRESSION	SOUND ENCLOSURE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	2
TI-1001(01-02)	I-1.17	PA BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	2
PI-1001(01-02)	I-1.17	PA BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	2
TS-1001(01-02)	I-1.17	PA BLOWER TEMP SWITCH	TEMPERATURE SWITCH	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	2
CHV-1001(01-02)	I-1.17	PA BLOWER FLOW CONTROL	VALVE	CHECK (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	2
PRV-1001(01-02)	I-1.17	PA BLOWER PRESSURE RELIEF	VALVE	PRESSURE RELIEF (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	2
PT-1001(01-02)	I-1.17	PA BLOWER PRESSURE	PRESSURE TRANSMITTER	DIAPHRAGM	-15..+15	PSI	N/A	N/A	ENDRESS & HAUSER	CERADAR T PAC 131-A22F1V61HQ4H	N/A	2
V-101(02)(01-2)	I-1.7.8.17	PA AIR ISOLATION	VALVE	BUTTERFLY	6.0	Inch	CAST IRON	N/A	KEYSTONE	221-050	N/A	10
IDENTIFICATION		FUNCTIONAL INFORMATION				MECHANICAL						
Eq. Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	Qty
BLR-190101	I-1.17	DIGESTER BLOWER	BLOWER	POSITIVE DISPLACEMENT	850	SCFM	N/A	N/A	KAESER	F8440C - 50HP	50.00	1
-	-	DIGESTER NOISE SUPPRESSION	SOUND ENCLOSURE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
TI-190101	I-1.17	DIGESTER BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
PI-190101	I-1.17	DIGESTER BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
TS-190101	I-1.17	DIGESTER BLOWER TEMP SWITCH	TEMPERATURE SWITCH	WITH BLOWER	N/A	N/A	N/A	N/A	DWYER	N/A	N/A	1
CHV-190101	I-1.17	DIGESTER BLOWER FLOW DIRECTION	VALVE	CHECK (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
PRV-190101	I-1.17	DIGESTER BLOWER PRESSURE RELIEF	VALVE	PRESSURE RELIEF (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
V-190101, 100107	I-1.17	DIGESTER AIR ISOLATION	VALVE	BUTTERFLY	8.0	Inch	SS	N/A	KEYSTONE	T00	N/A	2
PT-1901(01-04)	I-1.17	DIGESTER BLOWER PRESSURE	PRESSURE TRANSMITTER	DIAPHRAGM	-15..+15	PSI	N/A	N/A	ENDRESS & HAUSER	CERADAR T PAC 131-A22F1V61HQ4H	N/A	4
BLR-110101	I-1.17	EQ BLOWER	BLOWER	POSITIVE DISPLACEMENT	270	SCFM	N/A	N/A	KAESER	N/A	20.00	1
-	-	EQ NOISE SUPPRESSION	SOUND ENCLOSURE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
TI-110101	I-1.17	EQ BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
PI-110101	I-1.17	EQ BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
TS-110101	I-1.17	EQ BLOWER TEMP SWITCH	TEMPERATURE SWITCH	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
CHV-110101	I-1.17	EQ BLOWER FLOW DIRECTION	VALVE	CHECK (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
PRV-110101	I-1.17	EQ BLOWER PRESSURE RELIEF	VALVE	PRESSURE RELIEF (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
V-110105	I-1.17	EQ AIR ISOLATION	VALVE	BUTTERFLY	4.0	Inch	SS	N/A	KEYSTONE	T00	N/A	1
PT-110101	I-1.17	EQ BLOWER PRESSURE	PRESSURE TRANSMITTER	DIAPHRAGM	-15..+15	PSI	N/A	N/A	ENDRESS & HAUSER	CERADAR T PAC 131-A22F1V61HQ4H	N/A	1
IDENTIFICATION		FUNCTIONAL INFORMATION				MECHANICAL						
Eq. Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	Qty
BLR-090104	I-1.16	COMMON STANDBY BLOWER	BLOWER	POSITIVE DISPLACEMENT	850	SCFM	N/A	N/A	KAESER	F8440C - 50HP	50.00	1
-	-	CS NOISE SUPPRESSION	SOUND ENCLOSURE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
TI-090104	I-1.16	CS BLOWER TEMP	TEMPERATURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
PI-090104	I-1.16	CS BLOWER PRESSURE	PRESSURE GAUGE	WITH BLOWER	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
TS-090104	I-1.16	CS BLOWER TEMP SWITCH	TEMPERATURE SWITCH	N/A	N/A	N/A	N/A	N/A	DWYER	RRF2320U	N/A	1
CHV-090104	I-1.16	CS BLOWER FLOW DIRECTION	VALVE	CHECK (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
PRV-090104	I-1.16	CS BLOWER PRESSURE RELIEF	VALVE	PRESSURE RELIEF (WITH BLOWER)	N/A	N/A	N/A	N/A	KAESER	N/A	N/A	1
V-090104	I-1.16	CS AIR ISOLATION	VALVE	BUTTERFLY	6.0	Inch	CAST IRON	N/A	KEYSTONE	221-060	N/A	1

IDENTIFICATION				EQUIPMENT NAME / EQUIPMENT INFORMATION				SPECIFICATIONS					
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY	
E01-170101	I-1.18	HAZZE INJECTOR	INJECTOR	VERTICAL	1.5	Inch	POLYPROPYLENE	N/A	MAZZEI INJECTOR CORP	1597	N/A	1	
XV-170101	I-1.18	WATER SUPPLY VALVE	AUTOMATED VALVE	2 POSITION BALL	1.5	Inch	PVC	N/A	ASAHI / DETTIS	1601-020 / EMS10F-10-G4-02-102	N/A	1	
V-170101-02	I-1.18	CIP TROTTLING	VALVE	BALL	1.5	Inch	PVC	N/A	N/A	N/A	N/A	2	
PI-170101-02	I-1.18	INJECTOR PRESSURE	GADGE	PRESSURE	0-15	PSI	SS	N/A	MCDANIEL	M/P/SOU-GF	N/A	2	
QIV-170101	I-1.18	FLOW DIRECTION	VALVE	BALL CHECK	1.5	Inch	PVC	N/A	ASAHI	1210-020	N/A	1	
V-170101	I-1.18	CHEMICAL ISOLATION	VALVE	BALL	1.5	Inch	PVC	N/A	ASAHI	1601-020	N/A	1	
V-170101	I-1.18	PRESSURE CONTROL	VALVE	PRESSURE REGULATOR VALVE	1.5	Inch	N/A	N/A	WILKINS	600DUK	N/A	1	
FI-170101	I-1.18	CHEMICAL FLOW	FLOW METER	ROTOMETER	8-20	gpm	POLYSULPHONE	N/A	BLUE WHITE	F-452030LH	N/A	1	
FI-170101	I-1.18	FLOW MEASUREMENT	FLOW METER	ELECTROMAGNETIC	1.5	Inch	POLYURETHANE	N/A	ENDRESS & HAUSER	PR0MAG 10W50-UR.GA1RA00B4AA	N/A	1	
-	-	INJECTOR ASSEMBLY	PIPE SPOOL	SUCTION	N/A	N/A	N/A	N/A	ENVIROQUIP	N/A	N/A	1	
-	-	CHEMICAL TRANSFER TO NBR	HOSE	SUCTION	1.0	Inch	PVC	N/A	TIGERFLEX	W100	N/A	1	
IDENTIFICATION				CONTROL SYSTEMS / EQUIPMENT INFORMATION				SPECIFICATIONS					
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY	
-	-	PLANT CONTROL	SCADA	SOFTWARE	N/A	N/A	N/A	N/A	WOHNDENWARE	N/A	N/A	1	
-	-	PLANT CONTROL	N/A	DESKTOP PC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
-	-	PLANT CONTROL	PLC PANEL	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
-	-	PLANT CONTROL	MOTOR CONTROL CENTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
IDENTIFICATION				EQUIPMENT NAME / EQUIPMENT INFORMATION				SPECIFICATIONS					
Log Number	P&ID	Function	Name	Type	Size or Unit Capacity	Value	Material	Rating	Manufacturer	Model or Specification	Motor HP	QTY	
-	-	PERMEATE PUMP	PUMP	CENTRIFUGAL	313	gpm	GRAY IRON	N/A	CORMAN RUPP	13A05-0-F	5.00	1	
-	-	SHELF SPARE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
-	-	Project Kickoff Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
-	-	Mechanical Inspection	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
-	-	Start-up / Commissioning	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13	
-	-	TRAINING	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2	
-	-	OPERATION & MAINTENANCE MANUALS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	
-	-	TANK FREIGHT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
-	-	SITE FREIGHT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	
-	-	EQUIPMENT FREIGHT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	



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

Table 1.0-1 Warranty Overview	
Project Name	Little Venice WWTP
Job Number	121608-1-CBL-R1
Date Prepared	1/4/2010
Warranty Type	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	512-852-5848 (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

Table 1.1-1 Definitions	
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 gallons per square foot per day (gfd).
GFD	Gallons per square foot per day (gal/ft ² 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 1hr 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.
Net 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.



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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).
Permeate	Wastewater filtered through the membranes.
Seeded	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 head 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.

TABLE 1.3-1 Permeate Quality			
Parameter	Value	Unit	Notes
TSS:	< 4.5	mg/L	Monthly average of at least four 24-hr composite samples.

Table 1.3-2 MBR System Hydraulic Performance - Net Production				
Nominal Conditions ^c	Guaranteed Capacity ^a (MGD)	Max Net Flux (gfd)	Average Minimum Temp. (°C)	Warranty Duration ^b
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

^a 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.

^b Durations reflect expected variations in production load 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.

^c 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 those flow conditions during Average Annual periods may result in the need for additional maintenance cleans.

^d Maximum Net Flux may exceed value required for guaranteed capacity due to actual installed membrane capacity compared to required membrane capacity.



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

Table 1.3-3 MBR System Hydraulic Performance – Peak Flux		
Condition	Instantaneous Flux (gfd)	Average Minimum Temp. (°C)
Peak Instantaneous Flux (PIF)	23.3	22 °C

B. The Net Flux values listed in Table 1.3-2 are guaranteed 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.

Table 1.3-4 MBR System Hydraulic Performance – Diurnal Peak Factors					
Conditions	Value	%MMF	Instantaneous Flux (gfd)	Capacity ³ (MGD)	Peaking Factor Duration ^b (TPF)
Peaking Factor 1 (PF ₁)	1.11	111	19.4	0.60	TPF ₁ = 600 min

³Capacity 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 PF₁ to PIF will be limited to duration equal to no more than TPF₁ 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 PF₁ * MMF net flux for more total time than TPF₁ 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 net flux for a Peak Event is more than the net 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 MBR 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.

$$TMP = PS - PP - PG$$

Where

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



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

1. 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.
2. At the successful completion of the Mechanical Inspection, System Supplier shall issue an Acceptance Report to the Owner approving the system for commissioning.
3. During the Mechanical Inspection, the Owner shall provide necessary personnel to comply with local codes and to help facilitate the inspection process.
4. 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

1. During the Membrane and System Commissioning, the Owner shall provide the required operations personnel, sampling and analysis.
2. 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.
4. Upon conclusion the System Commissioning, a signed commissioning report verifying membrane and system readiness shall be provided to the customer.
5. Upon completion of the System Commissioning and delivery of a signed commissioning report, the Membrane Warranty period shall commence.

H. Consumables

1. 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.
2. Procedures used to repair or replace SMU parts that are not in accordance with EWT recommendations shall be pre-approved by System Supplier.

I. Cleaning Chemicals

1. With the exception of the standard cleaning solutions listed below, membrane cleaning chemicals must be pre-approved 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 ($C_6H_8O_7$) by weight
 - b. Up to 2% Sodium Hypochlorite ($NaHOCl$) by weight
 - c. Up to 2% Hydrochloric Acid (HCl) 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

1. 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.
 - b. 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.
2. Monitoring Recommendations (Table 1.3-6) do not impact warranty coverage but can expedite troubleshooting efforts and facilitate plant optimization.



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**Table 1.3.5
Required Monitoring Parameters**

Parameter	Required Monitoring Frequency	Sample Location ^a IN/EFF/MBR	Notes
Permeate 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
TMP	1/min	MBR	Logged at SCADA. Provide device calibration data
Coarse Suspended Solids	1/wk	IN/MBR	Indicates screen capture efficiency and amount of debris in process
Chemical Cleaning	1/event	MBR	Note chemical type, concentration, soak time and date of cleaning

^a IN/EFF/MBR refer respectively to: influent wastewater downstream of pretreatment, permeate downstream of SMUs only (not post disinfection), and mixed liquor inside the MBR.

**Table 1.3.6
Recommended Monitoring Parameters**

Parameter ^d	Required Monitoring Frequency ^d	Sample Location ^a IN/EFF/MBR ^b	Notes ^c
DO	1/min	MBR	Logged at SCADA Method 4500- O G
Mixed Liquor TSS & VSS	2/week	MBR	Method 2540 D Method 2540 E
pH	2/week	IN/EFF/MBR	Method 4500- H B
FOG	1/week	IN/MBR	Method 5520- B F
Filterability	1/day	MBR	Per system commissioning manual
Turbidity	1/week	EFF	Method 2130 B
BOD ₅	1/week	IN/EFF	Method 5210 B
COD	2/week	IN/EFF	Method 5220
NH ₃ -N	1/week	IN/EFF	Method 4500-NH ₃
NO ₃ -N	1/week	EFF	Method 4500-NO ₃
TTP	1/week	EFF	Method 4500-P

^a IN/EFF/MBR refer respectively to: influent wastewater downstream of pretreatment, permeate downstream of SMUs only (not post disinfection), and mixed liquor inside the MBR.

^b Collect 24-hr composite samples for influent and effluent testing. For mixed liquor label samples, simply submerge a container directly into the MBR. Follow sampling protocol as required for lab analysis of DO.

^c 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 Warranty requirements.

^d Parameter type and testing frequency assume typical municipal waste. For industrial applications or other, requirements can change.

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.
- B. 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.



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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.

Table 1.4-1 Warranty Permeate Quality ^a			
Parameter	Value	Unit	Conditions
BOD ₅	< 4.5	mg/L	Annual Average
TN	< 3.0	mg/L	Annual Average
TP	< .8	mg/L	Annual Average

Table 1.4-2 Warranty Influent Loading			
Parameter	Value ^a	Unit	Conditions ^{b,c}
BOD ₅	1,126	lb/day	+/-25% during PDF conditions, +/-10% during MMF conditions
TSS	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 nitrogen levels ^d
TP	36	lb/day	+/-25% during PDF conditions, +/-10% during MMF conditions
Alkalinity	788	lb/day	+/-25% during PDF conditions, +/-10% during MMF conditions

^a The values shown are Design MMF Loading conditions.

^b During MMF condition, the loading can 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.

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

^d Inert TN fraction is assumed to be 1%

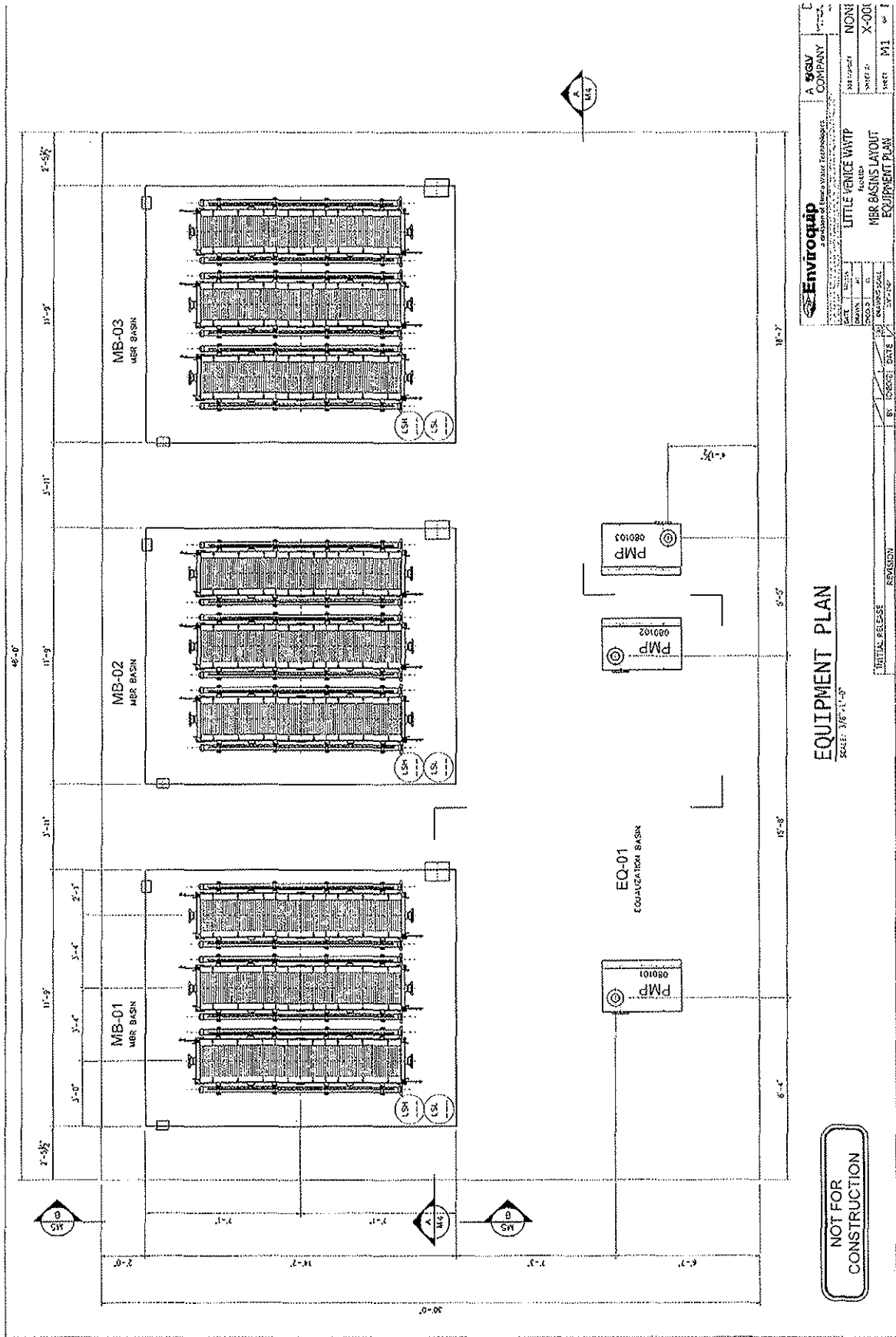
^e Alkalinity and Alum addition may be required to meet effluent requirements.

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 arising out of or related to any and all contracts or agreements shall in no event exceed the amount paid for such products.



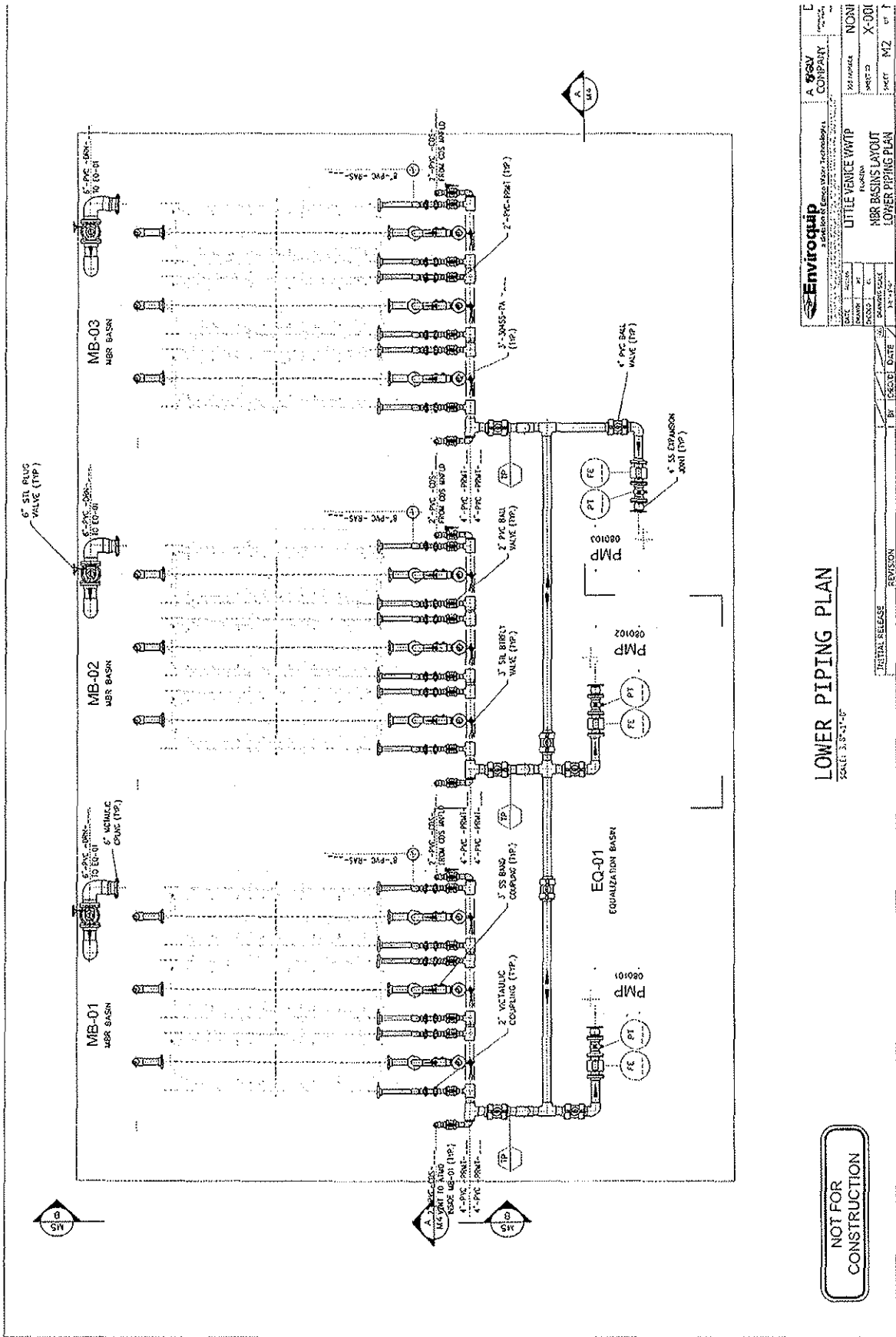
Enviroquip A galy COMPANY		LITTLE VENICE WWTTP	
a division of Ingersoll Rand Water Technology		MRB BASINS LAYOUT	
DATE	11/11/08	PROJECT	NONI
DRAWN BY	W. J. ...	SCALE	X-001
CHECKED BY	...	EQUIPMENT PLAN	
DATE	11/11/08	BY	M1

EQUIPMENT PLAN

SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

REVISION	DATE

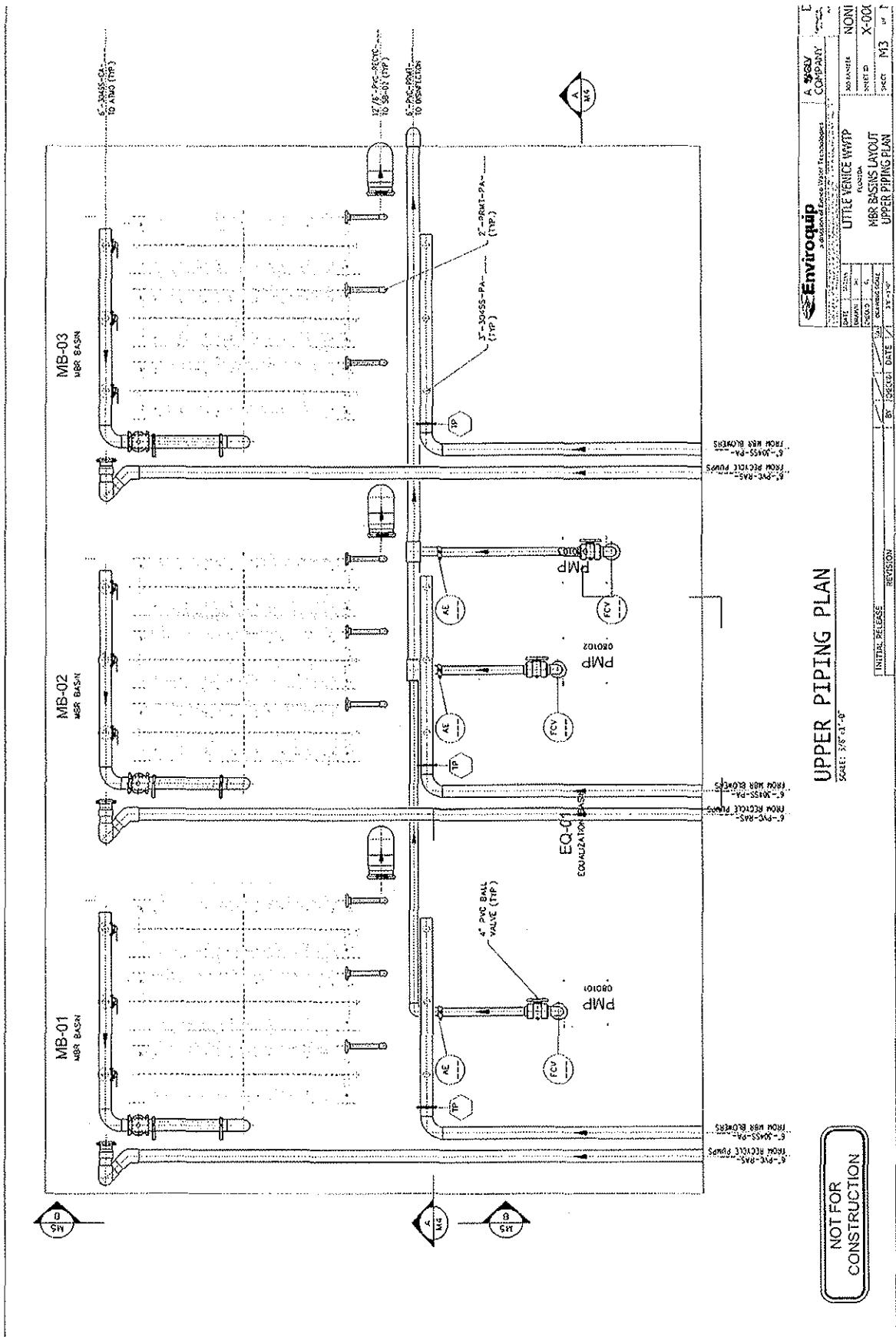


Enviroquip A Division of Enviro-Motion Technology, Inc.		A G&S COMPANY	
DATE: 03/20/04	BY: JRM/MLA	PROJECT: NONI	SCALE: X-001
APP'D: JRM	DATE: 03/20/04	PROJECT: MBR BASINS LAYOUT	REV: M2
DESIGNED BY: JRM	DATE: 03/20/04	LOWER PIPING PLAN	

LOWER PIPING PLAN
SCALE: 3/8"=1'-0"

NOT FOR CONSTRUCTION

NO.	DATE	BY	REVISION
1	03/20/04	JRM	INITIAL RELEASE
2	03/20/04	JRM	REVISION

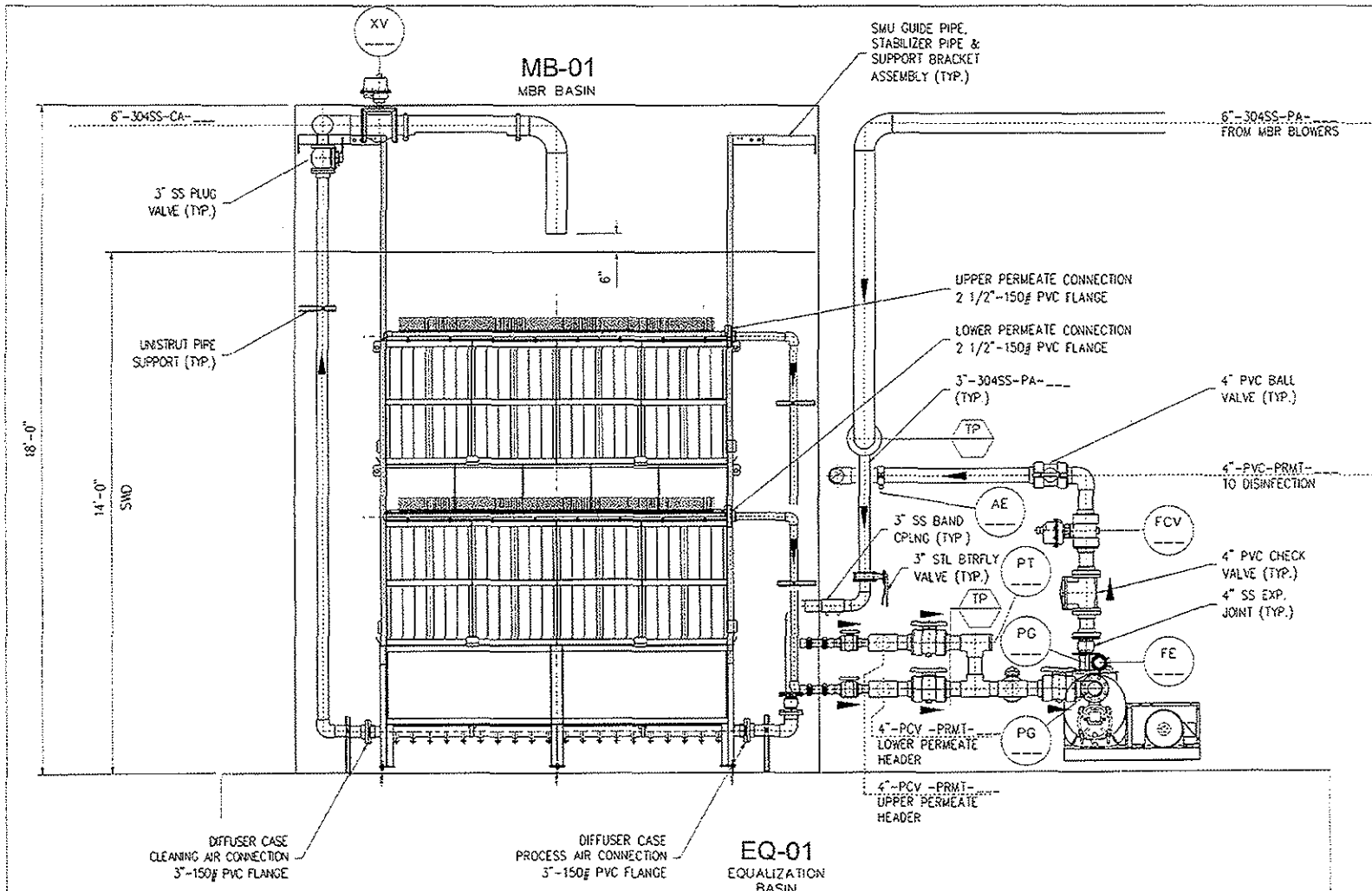


Enviroquip A Division of Dresser Industries, Inc.		LITTLE VENICE WWTP LUSTON, ALABAMA	
DATE: 01/11/00	SCALE: 3/8" = 1'-0"	NO. SHEET: X-001	SHEET NO. 13
DESIGNED BY: [Blank]	CHECKED BY: [Blank]	DATE: 01/11/00	REVISED DATE: [Blank]
PROJECT NO. 00-100-100-100		PROJECT NAME: MBR BASINS LAYOUT UPPER PIPING PLAN	
DRAWN BY: [Blank]		SCALE: 3/8" = 1'-0"	
APPROVED BY: [Blank]		DATE: 01/11/00	

UPPER PIPING PLAN
SCALE: 3/8" = 1'-0"

NOT FOR CONSTRUCTION

NO.	DATE	BY	REVISION
1	01/11/00	[Blank]	INITIAL RELEASE
2	[Blank]	[Blank]	[Blank]
3	[Blank]	[Blank]	[Blank]



NOT FOR CONSTRUCTION

SECTION 'A'

SCALE: 3/8"=1'-0"

INITIAL RELEASE	REVISION	BY	DATE	SCALE	DATE

LITTLE VENICE WWTP FLORIDA MBR BASINS LAYOUT SECTION 'A'		
SHEET NO. PROJECT NO. DRAWING SCALE DATE	SHEET NO. PROJECT NO. DRAWING SCALE DATE	SHEET NO. PROJECT NO. DRAWING SCALE DATE

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 assumed equipment no area classifications are present. ENVIROQUIP assumes that assessment of area classifications is by others unless otherwise stated.

Equipment Drawings and Specifications

- ↳ Design parameters related to membrane separation.
 - 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 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).

Equipment Supply

Provisioning to include, but not limited to:

- ↳ All pipe supports.
- ↳ All interconnecting piping outside 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 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.

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

Receiving and Storage

Receive, unload, and provide safe storage 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, but 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 required connections 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 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

- Disposal of initial start-up wastewater and chemicals.



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Pricing, Terms and Conditions

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 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	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 after Startup of Equipment:	100%	of Total Price**

* 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.

3. Price Escalation

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

If the above indicated order date is exceeded, 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.

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/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.

6. Freight

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 which 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 acknowledgment and acceptance by ENVIROQUIP.

9. Liability and Ownership

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.

10. Past Due Accounts

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.

11. Approval of Equipment and Drawing Submittal

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.

12. Shipment

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.



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Pricing, Terms and Conditions

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.

13. Acceptance

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.

14. Field 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 and/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.



a division of Enviro Water Technologies

Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of the Enviroquip division of **ENVIRO WATER TECHNOLOGIES, LLC ("SELLER")**, 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 scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings 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 rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S 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 points in accordance with the delivery terms stated in SELLER'S proposal. If such delivery is prevented or postponed by reason of Force Majeure (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 acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such 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 incurred 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 to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed 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 delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata 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 PURCHASER.

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 SELLER may pay or be required to pay to any government directly or indirectly in connection 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 agrees 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 PURCHASER'S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the 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 its 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 liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no 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 any of the following: (i) 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 altered or repaired in any way without SELLER'S prior 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, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; and (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 rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been, provided, that failure 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, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted 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 furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted 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 otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET 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 set off 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 nonexclusive 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 c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER 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 PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement 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 PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges 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 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 INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's 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 PURCHASER'S negligence or willful misconduct in connection with this Agreement.

14. DEFAULT/TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy 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 legal fees, plus out-of-pocket expenses and interest, and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process, and/or retain all payments made as compensation for the use of the Products and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the act proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, fees, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale 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.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (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 ten (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 hereunder 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. WAIVER. 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 requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations 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 or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, 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 reimbursement 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, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable 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 provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

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 regard to its rules regarding conflicts of choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. 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 null 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, upon prior written notice 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 CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER. 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 SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL, OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

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 assumed equipment no area classifications are present. ENVIROQUIP assumes that assessment of area classifications is by others unless otherwise stated.

Design Parameters Related to Membrane Separation

- Design parameters related to membrane separation.
 - 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.

Building Work

- 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).

Equipment Supply

- Provisioning to include, but not limited to:
 - All pipe supports.
 - All interconnecting piping outside 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 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.

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

Receiving and Storage

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

Equipment and Component Installation

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.

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

Accessories

- 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.



a division of Eimco Water Technologies

Proposal #062410-1-ASB-R0

- Disposal of initial start-up wastewater and chemicals.



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www.enviroquip.com

1. Pricing

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

2. Terms and Conditions

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

<u>Invoice Date</u>	<u>Amount of Invoice</u>
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 after Startup of Equipment:	100% of Total Price**

* 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.

3. Escalation of Prices

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

If the above indicated order date is exceeded, 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.**

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. Indemnification

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.

6. Freight

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 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 Rulland 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

9. Liability and Ownership

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.

10. Payment Accounts

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.

11. Approval Submittals and Drawing Submittals

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.

12. Shipment

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.

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.

10. Acceptance

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.

11. Field 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 and/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.

