Key West, FL 33040

(305) 296-7227 Bart@Smithhawks.com www.SmithHawks.com

Invoice

Invoice #: 11679 Invoice Date: 4/17/2017

Due Date: Due on Receipt

Bill To:

KWRU - South Stock Island Contingency Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description	Hours		# <u>6</u> 55788
BWS6.5	3/23/2017	Emails from and to CJ regarding assessment; Telephone call with CJ regarding letter to customers	0.5	Rate 420.00	210.00
BWS6.5	4/3/2017	Revise notice to customers	0.5	A Comments of State of	to the consequence of the second
LR	4/3/2017	Review BOCC 04/12/2017 Agenda; download meeting material and save to file; e-mail to BWS re: same.(No Charge)	0.5	0.00	210.00
BWS6.5	4/4/2017	Review notice to customers and CJ revisions; Review County assessment role; Telephone call with CJ regarding same; Emails from and to clients regarding same	1	420.00	420.00
3WS6.5	4/5/2017	Discuss with CJ South Stock Island Contingency work	0.5	420.00	210.00
3WS6.5	4/11/2017	Discuss with CJ letter to customers	0.3	420.00	126.00

\$1,176.00
\$0.00
\$1,176.00

Smith | Oropeza | Hawks, PL 138-142 Simonton Street

Key West, FL 33040 (305)296.7227 (305)296.8448 Bart@SmithOropeza.com www.SmithOropeza.com

Invoice

Invoice #: 11412 Invoice Date: 2/16/2017

Due Date: Due on Receipt

Bill To:

KWRU - South Stock Island Contingency Chris Johnson 6630 Front Street Key West, FL 33040

WS6.5	2/14/2017	Meet with C.I and GW recent	Hours	Rate	Amount
		Meet with CJ and GW regarding SSI work and procedure	3	420.00	1,260.00
	in the second of				
	de como de actividad de como d				

\$1,260.00
\$0.00
\$1,260.00

Smith | Oropeza | Hawks, PL 138-142 Simonton Street

Key West, FL 33040

(305)296.7227 (305)296.8448 Bart@SmithOropeza.com www.SmithOropeza.com

Invoice

Invoice #: 10556 Invoice Date: 8/16/2016

Due Date: Due on Receipt

Bill To:

KWRU - South Stock Island Contingency Chris Johnson 6630 Front Street Key West, FL 33040

LR	7/28/2016	Description	Hours	Rate	Amount
andrews Southern	772072010	Review e-mail message from BWS; save agenda and attachments to file.(No Charge)	0.1	0.00	0.00
BWS6.1	7/29/2016	Review documents provided by County for meeting; Meet with CJ and G. Wright regarding same; Meeting with County regarding remaining steps to complete work	3.5	400.00	1,400.00
LR	7/29/2016	Review e-mail message from BWS; assemble and print documents for meeting with County. (No Charge)	0.1	0.00	0.00
3WS6.1	8/2/2016	Telephone call with client regarding RFP for additional work and FDEP permits	0.2	400.00	80.00
3WS6.1	8/15/2016	Review final EDU count and corresponding documents; Discuss with CJ list of clients to refund	0.4	400.00	160.00

\$1,640.00		
\$0.00		
\$1,640.00		

Smith | Oropeza | Hawks, PL 138-142 Simonton Street

Key West, FL 33040 (305)296.7227 (305)296.8448 Bart@SmithOropeza.com www.SmithOropeza.com

Invoice

Invoice #: 10274 Invoice Date: 6/15/2016

Due Date: Due on Receipt

Bill To:

KWRU - South Stock Island Contingency Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description			
3WS6.1	5/17/2016	Review T. LoSassco spreadsheet; Meet with County regarding same	Hours 2.2	Rate 400.00	Amount 880.00
					050,00

\$880.00
\$0.00
\$880.00

KW RESORT UTILITIES CORP.

OPERATING ACCOUNT
P.O. BOX 2125
KEY WEST, FL 33045-2125
PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY
1-800-BANK-88T 88T.COM

1001

63-9138-2631

PAY TO THE ORDER OF

Smith Hawks PL

05/08/2017

\$

**20,974.72

20,974.72

DOLLARS A

Smith Hawks PL 138-142 Simonton Street Key West, FL 33040

MEMO

PALID VALUE ALIDA VALUE ALIDA

President & Strongelous

#000007357# of

KW RESORT UTILITIES CORP.

05/08/2017		Smith Hawks PL		¥	7367
Date 08/16/2015	Type Bill	Reference	Original Amount	Balance Due	Payment
09/17/2015 10/16/2015	Bill Bill	8853	5,851.00 2,017.02 150.00	5,851.00 2,017.02	5,851.00 2,017.02
01/16/2016	Bill	9492	308.00	150.00 308.00	150.00 308.00
01/16/2016 03/16/2016	Bill Bill	9493	97.50	97.50	97.50
03/16/2016	Bill	9825 9822	2,460.00	2,460.00	2,460.00
04/18/2016	Bill	9965	1,020.00 360.00	1,020.00 360.00	1,020.00
04/18/2016 06/15/2016	Bill Bill	9967	280.00	280.00	360.00 280.00
07/18/2016	Bill	10274 10416	880.00	880:00	880.00
08/16/2016	Bill	10556	120.00 1,640:00	120.00 1.640.00	120.00
08/19/2016	Bill	10131	248.70	248.70	1,640.00 248.70
	i otai o	f additional bills	5,542.50	5,542.50	5,542.50
			Check Amount		20,974.72

KW RESORT UTILITIES CORP.

05/08/2017	Smith Hawks PL			
Date Ty 08/16/2015 Bil	/pe Reference	Original Amount	Balance Due	7367 Payment
09/17/2015 Bil 10/16/2015 Bil	ll 8853	5,851.00 2,017.02	5,851.00 2,017.02	5,851.00 2,017.02
01/16/2016 Bil 01/16/2016 Bil	ll 9492	150.00 308.00	150.00 308.00	1.50.00 308.00
03/16/2016 BII 03/16/2016 BII	9825	97.50 2,460.00	97.50 2,460.00	97.50 2,460.00
04/18/2016 Bill	9965	1,020.00 360.00	1,020.00 360.00	1,020.00 360.00
06/15/2016 Bill	10274	280.00 880.00	280.00 880.00	280.00 880.00
08/16/2016 Bill	10556	120.00 1,640.00	120.00 1,640.00	120.00 1,640.00
08/19/2016 Bill To	l 10131 tal of additional bills	248.70 5,542.50	248.70 5,542.50	248.70
		Check Amount	VIV IMIUU	5,542.50 20,974.72

1310000 BB&T Opera 20,974.72

Key West, FL 33040

(305) 296-7227 Bart@Smithhawks.com www.SmithHawks.com **Invoice**

Invoice #: 11782 **Invoice Date: 5/16/2017**

Due Date: Due on Receipt

Bill To:

KWRU - South Stock Island Contingency Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description	Hours	Rate	Amount
BWS6.5	5/9/2017	Emails from and to C. Hall regarding costs; Emails from and to engineer regarding same.	0.6	420.00	252.00

Total	\$252.00
Payments/Credits	\$0.00
Balance Due	\$252.00

138 Simonton Street Key West, FL 33040

(305) 296-7227 Bart@Smithhawks.com www.SmithHawks.com **Invoice**

Invoice #: 11905 Invoice Date: 6/16/2017

Due Date: Due on Receipt

Bill To:

KWRU - South Stock Island Contingency Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description	Hours	Rate	Amount
BWS6.5	5/22/2017	Email C. Hall regarding status	0.1	420.00	42.00
BWS6.5	5/31/2017	Review contract and discuss revisions with NB; Telephone call with CJ and KB regarding same	1.3	420.00	546.00
NB3	5/31/2017	Review MC contract; Discuss same with BWS; Phone calls with BWS and CJ; E-mail to/from D. Finigan.	0.9	250.00	225.00
BWS6.5	6/1/2017	Discuss with NB contract	0.2	420.00	84.00
NB3	6/5/2017	Revisions to/draft agreement for County connection; Review CRI; Review KES materials; Review standard connection agreement.	1.5	250.00	375.00
NB3	6/6/2017	Discuss agreement revisions with BWS; Review and revise same and e-mail to BWS.	0.5	250.00	125.00
BWS6.5	6/6/2017	Review and revise agreement	0.3	420.00	126.00

Total	\$1,523.00
Payments/Credits	\$0.00
Balance Due	\$1,523.00

Key West, FL 33040

(305) 296-7227 Bart@Smithhawks.com www.SmithHawks.com

Invoice

Invoice #: 12028 **Invoice Date: 7/17/2017**

Due Date: Due on Receipt

Bill To:

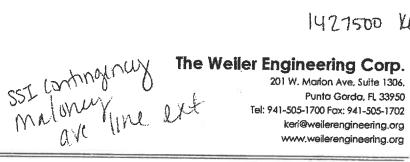
KWRU - South Stock Island Contingency Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description	Hours	Rate	Amount
BWS6.5	6/19/2017	Email C. Hall information regarding contract before conference call; Telephone call with C. Hall regarding same	0.9	420.00	378.00

Total	\$378.00
Payments/Credits	\$0.00
Balance Due	\$378.00

WEILER ENGINEERING CORPORATION





Invoice

Invoice Date: Feb 2, 2017 Invoice Num: 45962

Billing Through: Jan 31, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

Vac System Expansion & Reviews for Connection (16013.001-170:004) - Managed by (Ed Castle)

Professional Services

<u>Date</u>

1/25/2017

Employee Ed Castle

Description

Contract: Vac System Expansion & Reviews for Connection

KWRU, Vac System Extensions, review County adders to system, discuss with Chris, prepare construction cost estimates

Hours 2.00 Rate

Amount

\$190.00 \$380.00

Total Service Amount:

\$380.00

Amount Due This Invoice:

\$380,00

This invoice is due on 2/2/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$380.00	\$0.00	- Marie	-	\$0.00	\$0.00	\$0,00

Total Amount Due Including This Invoice:

\$380.00

KW RESORT UTILITIES CORP.

OPERATING ACCOUNT P.O. BOX 2125 KEY WEST, FL 33045-2125 PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBANDT.COM

5225

63-9138-2631

PAY TO THE ORDER OF

The Weiler Engineering Corporation

*1.187.50

02/14/2017

DOLLARS A

The Weiler Engineering Corporation 201 West Marion Ave

MEMO

Suite 1306 Punta Gorda, FL 33950

#*00005225#* ©;

KW RESORT UTILITIES CORP.

KW RESORT UTILITIES CORP

5225 The Weiler Engineering Corporation **Date** Type Reference **Original Amount Balance Due Payment** 02/02/2017 Bill 45964 712.50 712.50 712.50 02/02/2017 Bill 45963 95.00 95.00 95.00 02/02/2017 Bill 45962 380.00 380.00 380.00 **Check Amount** 1,187,50

1310000 BB&T Opera

02/14/2017

1.187.50

02/14/2017 The Weller Engineering Corporation 5225 Date Type Reference Original Amount **Balance Due Payment** 02/02/2017 BIII 45964 712.50 712.50 712.50 02/02/2017 Bill 45963 95.00 95.00 95.00 02/02/2017 Bill 45962 380.00 380.00 380.00 Check Amount 1,187.50

1310000 BB&T Opera

1,187.50

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave. Suite 1306
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040 SSI Contingency

Invoice

Invoice Date: Mar 2, 2017

Invoice Num: 46024

Billing Through: Feb 28, 2017

Vac System Expansion & Reviews for Connection (16013.001-170:004) - Managed by (Ed Castle)

<u>Professional Services</u>

<u>Date</u> 2/6/2017 Employee Ed Castle

<u>De</u>

Description

Contract: Vac System Expansion & Reviews for Conn

KWRU, Vac System, emails with Chris re EAAC for Hurricane Hole, get info from Dan Saus re EAAC performance **Hours** 0.25

<u>Rate</u> \$190.00 Amount

\$47.50

Total Service Amount:

\$47.50

Amount Due This Invoice:

\$47.50

This invoice is due on 3/2/2017

Account Summary

Sender DED							
Services BTD	-	Expenses BTD	Last Inv Num	Last inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$427.50	i	\$0.00	45962	2/2/2017	**********		HIEF OHDOIG WILL
	-		- 4070Z	2/2/2017	\$380.00	\$380.00	\$0,00

Total Amount Due Including This Invoice:

\$47.50

KW RESORT UTILITIES CORP. OPERATING ACCOUNT

P.O. BOX 2125 KEY WEST, FL 33045-2125 PH: 305-295-3301

BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBANDT.COM

63-9138-2631

PAY TO THE ORDER OF

The Weiler Engineering Corporation

03/20/2017

\$_{1,092.50}

One thousand ninety-two and 50/100******

DOLLARS [

The Weller Engineering Corporation 201 West Marion Ave

03/20/2017

Suite 1306 Punta Gorda, FL 33950

MEMO

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KW RESORT UTILITIES CORP.

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03/20/2017 The Weiler Enginee		The Weiler Engineering	Corporation	52		
	Date 03/02/2017 03/02/2017 03/02/2017 03/02/2017	Type Bill Bill Bill Bill	Reference 46021 46022 46023 46024	Original Amount 142.50 285.00 617.50 47.50	Balance Due 142.50 285.00 617.50	Payment 142.50 285.00 617.50
				Check Amount	47.50	47.50 1,092.50

1310000 BB&T Opera

1,092.50

03/20/2017	KW RESORT UTIL The Weiler Enginee	ITIES CORP.			
Date Type 03/02/2017 Bill	The transfer to the transfer t		iginal Amount	Balance Due	Payment 5277
03/02/2017 Bill 03/02/2017 Bill	46022 46023		142.50 285.00	142.50 285.00	142.50 285.00
03/02/2017 Bill	46024		617.50 47.50	617.50 47.50	617.50 47.50
		Check Amount			1.092.50

1310000 BB&T Opera

1,092.50



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

KEY WEST RESORT UTILITIES Invoice Date: May 4, 2017

Invoice Num: 46147

Billing Through: Apr 30, 2017

6630 Front Street
Key West, FL 33040

County Contingency (16013.001-170:007) - Managed by (Ed Castle)

Profession	al Services				
<u>Date</u>	Employee	Description	Hours	Rate	Amount
4/8/2017	Todd Helf	Contract: County Contingency KWRU - Stock Island utitlity asbuilts	0.50	\$145.00	\$72.50
4/10/2017	Todd Helt	Contract: County Contingency KWRU - Stock Island utility asbuilts	1.00	\$145.00	\$145.00
4/14/2017	Ed Castle	Contract: County Contingency KWRU, County Contingency, emails with KWRU & staff, set up ACAD sheets, drafting McDonald Ave connection	3.00	\$190.00	\$570.00
4/17/2017	Ed Castle	Contract: County Contingency KWRU, County Contingency, drafting of connections to SSI vacuum system	5.75	\$190.00	\$1,092.50
4/18/2017	Ed Casile	Contract: County Contingency KWRU, County Contingency, finish drafting \$\$1 vacuum connection	8.25	\$190.00	\$1,567.50
4/20/2017	Ed Castle	Confract: County Contingency KWRU, County Contingency, update cost spreadsheet and send to Chris and Greg	0.25	\$190.00	\$47.50
4/26/2017	Ed Castle	Contract: County Contingency KWRU, County Contingency Items, work on design of vac pit connections for misc properties	2.25	\$190.00	\$427.50
4/27/2017	Ed Castle	Contract: County Contingency KWRU, County Contingency, work on drawings for vacuum pits and other contingency Items, update quantities	4.00	\$190.00	\$760.00
4/28/2017	Ed Castle	Contract: County Contingency KWRU. County Contingency, work on drawings for vacuum pits and other contingency items, update quantities	8.00	\$190.00	\$1,520.00

This invoice is due on \$/4/2017

Services BTD Expenses BTD Last Inv Num Last Inv Date Last Inv Amt Last Pay Amt Prev Unpaid Amt
\$6,202.50 \$0.00 -- \$0.00 \$0.00 \$0.00

Total Amount Due Including This Invoice:

\$6,202.50

PAYABLE UPON RECEIPT

KW RESORTS UTILITIES CORP CAPITAL ACCOUNT PO BOX 2125

KEY WEST, FL 33045 PH. 305-295-3301

BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com 63-9138/2631

0357

05/15/2017

PAYTO THE ORDER OF

MEMO

The Weiler Engineering Corporation

Twelve thousand eight hundred eight and 75/100*********

*12,808.75

DOLLARS []

The Weiler Engineering Corporation 201 West Marion Ave

Suite 1306

Punta Gorda, FL 33950

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KW RESORTS UTILITIES CORP

0357

05/15/2017 The Weiler Engineering Corporation

Date 05/04/2017 05/04/2017

Type Bill Bill

Reference 46147 46148

Original Amount 6,202.50 6,606,25 **Check Amount**

Balance Due 6,202.50 6,606.25

Payment 6,202.50 6,606.25 12,808.75

1323000 BB&T Capita

12,808.75

KW RESORTS UTILITIES CORP

05/15/2017

The Weiler Engineering Corporation

0357

Date 05/04/2017 05/04/2017

Type Bill Bill

Reference 46147 46148

Original Amount 6,202.50 6,606.25 Check Amount

Balance Due 6.202.50 6,606.25

Payment 6,202.50 6,606.25 12,808.75

1323000 BB&T Capits

12,808.75

LMP100 M/P CHECK

KWRU 012638

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 kerï@weilerengineering.org www.weilerengineering.org

Invoice

Invoice Date: Jun 2, 2017

Invoice Num: 46212

Billing Through: May 31, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

County Contingency (16013.001-170:007) - Managed by (Ed Castle)

Professiona	l Services				
<u>Date</u>	Employee	Description	Hours	Rale	Amount
5/1/2017	Lori Farthing	Contract:Collection System Rehab KW Resort Utilities Contingency Items: scanning in plans for Stock Island Vacuum Sewer Construction, creating a dropbox file, emailing plans to Ed with link	0.75	\$145.00	\$108.75
5/1/2017	Ed Castle	Contract:Collection System Rehab KWRU, County Contingency, sign and seal drawings, mods to front end docs, work on tech specs, discuss with Chris	2,50	\$190.00	\$475.00
5/6/2017	Ed Castle	Contract:Collection System Rehab KWRU, County Contingency, finalize specs, put bid docs together and send as PDFs to KWRU	1.50	\$190.00	\$285.00
5/9/2017	Ed Castle	Contract:Collection System Rehab KWRU, County Contingency, modify contract docs and spec per comments, rework dwgs with 2-piece pit, emails with Bart	3.75	\$190.00	\$712.50
5/10/2017	Ed Castle	Contract:Collection System Rehab KWRU, final revisions to Contingency items, combine files, scan and send to Chris	1.50	\$190.00	\$285.00
			Total Servi	ce Amount:	\$1,866.25

This invoice is due on 6/2/2017

Account Summary									
Services BTD	Expenses 8TD	Last Inv Num		Last inv Date	and an	Last Inv Amt	Last Pay Ami	Prev Unpaid Ami	
\$8,068.75	\$0.00	46147		5/4/2017		\$6,202.50	\$6,202.50	\$0.00	

Total Amount Due Including This Invoice:

Amount Due This Invoice:

\$1,866.25

\$1,866.25

PAYABLE UPON RECEIPT

KW RESORTS UTILITIES CORP CAPITAL ACCOUNT

PO BOX 2125 KEY WEST, FL 33045 PH. 305-295-3301

RALT BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com 63-9138/2631 0370

DOLLARS 🗓

06/12/2017

PAYTO THE ORDER OF

The Weiler Engineering Corporation

**7,002.50

The Weller Engineering Corporation

201 West Marion Ave

Suite 1306

MEMO

Punta Gorda, FL 33950

11-00037011-

KW RESORTS UTILITIES CORP

0370

06/12/2017 The Weller Engineering Corporation

Date Type Reference Original Amount **Balance Due Payment** 06/02/2017 Bill 46215 3,135.00 3.135.00 3,135.00 06/02/2017 Bill 46212 1,866.25 1,866.25 1,866.25 06/02/2017 Bill 46209 2,001.25 2,001.25 2,001.25 **Check Amount** 7,002.50

1323000 BB&T Capita

7,002.50

KW RESORTS UTILITIES CORP

0370

06/12/2017 The Weiler Engineering Corporation

Date Type Reference **Original Amount Balance Due Payment** 06/02/2017 Bill 46215 3,135.00 3,135.00 3,135.00 06/02/2017 Bill 46212 1,866.25 1.866.25 1,866.25 06/02/2017 Bill 46209 2,001.25 2,001.25 2,001.25 Check Amount 7,002.50

1323000 BB&T Capita

7,002.50

LMP100

M/P CHECK

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave. Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax; 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040 contingency

Invoice

Invoice Date: Jul 7, 2017

Invoice Num: 46285

Billing Through: Jun 30, 2017

County Contingency (16013.001-170:007) - Managed by (Ed Castle)

<u>Professional</u>	Services				
<u>Date</u> 6/1/2017	Employee Ed Castle	Description Contract:Collection System Rehab	Hours 0.50	<u>Rate</u> \$190.00	Amount \$95,00
		KWRU, County Contingency, combine S&S pdf sets, plot full size for Chris		***************************************	4.0.00
6/19/2017	Ed Castle	Contract:Collection System Rehab KWRU, County Contingency, review bids, draft Recommendation of Award, send to Chris	0.50	\$190.00	\$95.00

This invoice is due on 7/7/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpald Ami
\$8,258.75	\$0.00	46212	6/2/2017	\$1,866.25	\$1,866.25	\$0.00

Total Amount Due Including This invoice:

\$190.00

PAYABLE UPON RECEIPT

KW RESORTS UTILITIES CORP CAPITAL ACCOUNT

PO BOX 2125 KEY WEST, FL 33045 PH: 305-295-3301

BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT_BBT.com 63-9138/2631

0386

07/21/2017

PAYTO THE ORDER OF

The Weiler Engineering Corporation

**4.170.00

The Weller Engineering Corporation 201 West Marion Ave

Suite 1306

DOLLARS

Punta Gorda, FL 33950 MEMO

100003A611 1:

KW RESORTS UTILITIES CORP

0386

07/21/2017 The Weller Engineering Corporation

Date 07/07/2017	Type Bill	Reference 46287	Original Amount 2,341,25	Balance Due 2,341,25	Payment
07/07/2017	Bill			- 1-	2,341.25
		46285	190.00	190.00	190.00
07/07/2017	Bill	46282	1,638.75	1,638.75	1,638.75
			Check Amount		4,170.00

1323000 BB&T Capita

4,170.00

KW RESORTS UTILITIES CORP 07/21/2017

0386

Date Τyμ 07/07/2017 Bill 07/07/2017 Bill 07/07/2017 Bill	Reference 46287 46285 46282	Original Amount 2,341.25 190.00 1,638.75	Balance Due 2,341.25 190.00 1,638,75	Payment 2,341.25 190.00 1.638.75
		Check Amount	,	4.170.00

The Weiler Engineering Corporation

1323000 BB&T Capita

4,170.00

LMP100

M/P CHECK



ON CALL POLICY EFFECTIVE: 5-2-2016

Because of the nature of the KWRU's operations, on-call time is mandatory. Employees who are on-call are required to carry their company cell phone, provided for by the Utility, with them at all times and shall have adequate and appropriate clothing and be otherwise fit for duty to immediately leave their location and go directly to the job area. It is the responsibility of the employee to ensure that their company issued cell phone is turned on and in working order. It is also the responsibility of the employee to have the proper equipment and tools to be able to adequately respond to any call out scenario.

On-call pay will be paid at the rate of six (6) hours straight time for the week that the employee is on call. Normally, the employee is on-call beginning Monday at the time they punch out and lasts until the following Monday when the employee punches in. Employees who are on-call that are called out, will be paid a 2 hour minimum and any actual time spent on the call out beyond the 2 hour minimum. The rate of pay for a call out is one-and one-half the employee's regular straight time rate. Paid time on call outs will begin at the time the employee leaves their home and subsequently completes his work and returns or has time to return to his home. The person who is on-call according to the monthly schedule posted is the person who will be paid for the on-call time. If an employee cannot fulfill their on-call duty, the Utility has the right to revoke/reassign the six (6) straight hours of on-call pay. POLICY APPLIES TO ALL HOURLY EMPLOYEES ONLY

Greg Wright, Vice President Richard Jeselskis, Maintenance Supervisor

Rev 1/2017

1420000 Accounts Receivable:A/R Other Charge /

Date	Ref No.	Payee	Credit	Payment	Туре	Memo
08/16/2017	654223	Key West Health & Rehabilitation		\$ 1,359.54	Payment	
06/21/2017	542135	Stock Island Apartments		\$ 28,721.57	Payment	
06/15/2017	654124	Key West Health & Rehabilitation		\$ 6,004.65	Payment	
06/09/2017	7828	Key West Harbour Yacht Club		\$ 13,590.23	Payment	
06/01/2017	724185	Meridian West		\$ 4,436.15	Payment	
05/30/2017	142356	Lower Keys Medical Center		\$ 5,629.40	Payment	
05/26/2017	2493	Liz Trailer Park		\$ 57.08	Payment	
05/16/2017	Repayment Sage 5/22	Florida Keys Community College		\$ 9,375.95	Payment	
03/31/2017	4.9	Florida Keys Community College	\$ 2,396.94		Journal	March FKAA billing Corrections
03/31/2017	4.9	Liz Trailer Park	\$ 57.08		Journal	March FKAA billing Corrections
03/31/2017	4.9	Meridian West	\$ 2,683.21		Journal	March FKAA billing Corrections
03/31/2017	4.9	Lower Keys Medical Center	\$ 5,629.40		Journal	March FKAA billing Corrections
03/31/2017	4.9	Key West Harbour Yacht Club	\$ 3,969.17		Journal	March FKAA billing Corrections
03/31/2017	4.9	Key West Health & Rehabilitation	\$ 2,240.67		Journal	March FKAA billing Corrections February FKAA billing
02/28/2017	4.8	Florida Keys Community College	\$ 2,279.40		Journal	corrections February FKAA billing
02/28/2017	4.8	Key West Harbour Yacht Club	\$ 3,264.28		Journal	corrections February FKAA billing
02/28/2017	4.8	Key West Health & Rehabilitation	\$ 1,961.88		Journal	corrections January FKAA billing
01/31/2017	1.7	Stock Island Apartments	\$ 14,642.96		Journal	corrections January FKAA billing
01/31/2017	1.7	Key West Harbour Yacht Club	\$ 2,859.44		Journal	corrections January FKAA billing
01/31/2017	1.7	Key West Health & Rehabilitation	\$ 1,802.10		Journal	corrections January FKAA billing
01/31/2017	1.7	Florida Keys Community College	\$ 2,086.90		Journal	corrections FKAA Billing Correction -
12/31/2016	12.7	Florida Keys Community College	\$ 2,612.71		Journal	FKCC FKAA Billing Correction -
12/31/2016	12.7	Meridian West	\$ 1,752.94		Journal	Meridian West FKAA Billing Correction - KW
12/31/2016	12.7	Key West Harbour Yacht Club	\$ 3,497.34		Journal	Harbour Yacht Club FKAA Billing Correction - Creative Choice Homes (SI
10/31/2016	10.7	Stock Island Apartments	\$ 14,078.61		Journal	Apts) FKAA Billing Correction - KW
09/30/2016	9.7	Key West Health & Rehabilitation	\$ 1,359.54		Journal	Health & Rehab



Generating solutions for critical facilities

Offer to Sell

Sold To

Key West Resort Utilities KWRU Greg Wright 6630 Front Street Key West, Florida 33040 **United States** p: (305) 295-3301

Seller

Rob Hansen Vice President **Global Power Supply** 136 West Canon Perdido Street Santa Barbara, CA 93101 p: (805) 683-3828 ext. 353 f: (805) 683-3823 rob.hansen@globalpwr.com

\$154,500.00

\$154,500.00

Off	er Number	Offer Date	FOB	Terms	
GPS	SQ6863-04	Jan 17, 2018	Origin	SEE BELOW	
Line	Qty		Description	Unit Price	Ext. Price

800KW MTU Onsite Energy Generator Set

Air Filters: Y

Alternator Make: Marathon Alternator Model: 574RSL4038 Alternator S/N: MT-0042707-0117

Amps: 1203

Battery Charging Alternator-Volt: Yes - 24V

Block Heater - Watts/Voltage: -20 Deg F Block Heater Included, 208V 1PH

6000W

Breaker Mfg: GE

Breaker Options: Single Circuit Breaker Breaker Rating: 1200 Amp 3 Pole

Condition: New Control Panel: Y Control Panel Mfg: MTU

Control Panel Model: MGC-2020

Cooling: Skid Emissions Tier: 2 Enclosed: Sound Level 3 Engine Manufacturer: MTU Engine Model: 12V2000G85-TB Engine S/N: 5352012451

Ext. Notes: Breaker rating 1200 Amp 3 Pole 100% CB Powerbreak SSF16G216 Single Circuit Breaker, CB Auxiliary Switch 1200-4000A 100% Powerbreak, CB

Shunt Trip 1200-4000A 24V 100% Powerbreak

Frequency: 60 Hz

Fuel Tank: 24-Hour 1390 Gallon Extended Base Fuel Tank W Stub-Up, UL142

Fuel Type: Diesel

Genset S/N: 95020500364 Governor: Electronic Isochronous

Hours: 0 HP: 1194

Insulation Class: H4

kW: 800

kW Rating: Standby Model: 12V2000 DS800

Phase: 3 PMG: Y

Power Factor (PF): .8

Shipping Info (LxWxH lbs): 350" L X 96" W X 136" H, 28,000 lbs

Line	Qty	Description	Unit Price	Ext. Price
		Silencers: Internal Critical Grade Silencer sku: 5358 Sound Level- dB@23feet: 76 Temp Rise: 130 Deg C Trailer: No Voltage: 480 Warranty Term: Year Year: 2017 Estimated Lead Time - In Stock, Ready to Ship Warranty - Mfg. / Vendor Pass Through	•	
2	1	Freight to Key West, FL	\$9,138.89	\$9,138.89
3	1	Tank Modifications - Retrofit Sub-BaseTank to meet Florida DEP Code Requirements - Ship Genset to Tramont, Inc where work is to be performed.	\$4,900.00	\$4,900.00
4	1	Placeholder to add Risers to tank - Note: Risers may not be necessary in Key West. If risers are not needed, this placeholder will be credited back to KWRU	\$1,100.00	\$1,100.00
5	1	Onsite Start and Test NFPA 110 Start-up for (1) 800 kW MTU Generator in Key West, FL per the following: - (1) technicians for up to (1) 8 hour day of start-up and load bank testing - 2 hour load bank test - Includes resistive only load bank and cable (50') rental. - 4 hour O&M Training Notes: - Work to be performed during normal business hours. Anything in addition to what is included above will be billed on a time and materials basis. - Fuel to be supplied by Buyer. - Site is assumed to be within 110 miles of the nearest service center. Anything over 110 miles may result in extra charges.	\$6,989.00	\$6,989.00

Line	Qty Descripti	ion Uni	t Price Ext. Price
	ILED DELIVERY DATE: Any delay in scheduled delivery da		\$176,627.89
prior to so	change the due date of any payments to Seller. All paymer cheduled delivery date. In the event Buyer requests or caus mence on the scheduled delivery date. Buyer shall pay all o	ses a delay in delivery, "net" terms Tax	\$0.00
delivery, i federal, s	interice on the scrieduled delivery date. Buyer shall pay air including but not limited to storage, handling and transportal tate, and local taxes and any other costs incurred by Seller ment, Offer valid for 30 days, Offer subject to the availability	tion of the equipment, applicable in making further attempts to deliver	Total \$176,627.89 are to be paid in U.S. dollars.
	See attached for additional terms and conditions.	y or oddipmont. Eddipmont oddjoot to	

If GPS is responsible for shipping, it is at the discretion of GPS to choose the freight carrier. Buyer shall be responsible for all charges payable on account of Buyer's shipment. GPS is not liable for any loss or damage or for the acts or omissions on the part of the carrier.

Generator Derates:

Unless otherwise stated, Offer to Sell does not include engine/generator derates due to elevation, temperature, fuel or any other non-standard environmental or site conditions. Please consult manufacturer's data sheets for information on derates.

Terms:

50% due with PO. Balance due Prior to Shipment

Notes:

- 1) Government taxes are not included and will be added to the invoice if applicable.
- 2) Jobsite Startup and Testing is limited to the scope as noted above. Any additional work, if required, will be billed on a Time and Materials basis.
- 3) This quote is based on the above bill of materials only. No formal specs have been sent to GPS.
- 4) Freight to Jobsite is included. Offloading of the equipment is not included and is the responsibility of KWRU.
- 5) It is our understanding that KWRU intends to replace the current 1200 amp genset circuit breaker with a pair of new 600 amp breakers. Assuming this work is conducted in a professional manner by a licensed electrician in accordance with relevant NEC codes, the MTU Warranty will not be impacted on all factory supplied components. The new breakers will not be covered under the MTU Warranty since they are not factory supplied or installed.
- 6) The Mfg. / Pass Through Warranty will initiate upon successful onsite Start & Test by an MTU authorized Technician. This service is included in our proposed Scope of Work (see line item #5 above).

Please indicate acceptance of this Offer to Sell and the attached terms and conditions by signing on the signature line below and returning a copy to the Seller via mail; delivery such as UPS, facsimile or email is acceptable.

Accepted by (Buyer)

GLOBAL POWER SUPPLY, LLC OFFER TO SELL TERMS AND CONDITIONS

- 1. The terms and conditions stated herein, together with such terms as are set forth in the attached OFFER TO SELL (collectively, the "Offer") with such specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Seller, shall constitute the entire agreement between Global Power Supply LLC ("Seller") and Buyer. Any terms contained in Buyer's purchase order received from Buyer that are in addition to or different from the terms and conditions contained herein are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Offer and terms and conditions set forth in any purchase order, invoice or other type of instrument pertaining to the subject matter thereof, the provisions of this Offer shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument. All additional or differing terms from this offer contained in any acceptance or purchase order shall be deemed material alterations and notice of objection to them is hereby given. Acceptance of this Offer must be in writing (including email) by an authorized representative of the Buyer.
- 2. Unless otherwise specified on the face of the attached OFFER TO SELL, all equipment shall be provided "as is" and" where is" with no warranty of any kind whatsoever (except as to title). It is the responsibility of Buyer to arrange for all aspects of transportation and delivery, including preparation for transportation, associated with the equipment that is the subject matter hereof, all at Buyer's cost and expense.
- 3. Title and risk of loss shall pass to Buyer at the time Seller gives written notice to Buyer of Buyer's right to possession of the equipment or when the equipment is delivered to Buyer or when Buyer enters on the premises where the equipment is located for the purpose of commencing preparation for transportation or delivery, whichever comes first. If the full purchase price for the equipment has not been paid by Buyer at said times as provided herein, then Seller shall have a lien on and have a security interest in the equipment until the purchase price is paid in full.
- 4. Seller warrants that Buyer shall receive good title to the equipment. It is expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability. Seller makes no other warranties, express or implied with regard to the equipment hereunder. The equipment is purchased by Buyer "as is" and Seller makes no warranty of merchantability or fitness for a particular purpose. Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the equipment shall conform to such affirmation or promise. Buyer acknowledges that it alone has determined that the equipment purchased hereunder will suitably meet the requirements of their intended use. Unless an additional warranty is specified by Seller on the face of the attached OFFER TO SELL, this is the sole and exclusive warranty provided by Seller to Buyer. If an additional warranty is so specified, then that warranty is exclusive (except as to title) and in lieu of all other warranties of quality including any warranty of merchantability or fitness for a particular purpose.
- 5. This Offer (together with all attachments and documents incorporated or referenced herein), shall constitute the complete and exclusive statement of the terms and conditions of the Offer between the parties with respect to the equipment specified herein, and may hereafter be modified, amended or changed only by a written instrument executed by the duly authorized representatives of both parties. No course of prior or concurrent dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term or any part of any term leading to this Offer or be binding or of any force or effect. Seller's failure to strictly enforce any term or condition of this Offer or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this Offer are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity.
 6. This Offer shall be governed by the laws of the State of California, without regard to conflict of law principles.
- 7. Under no circumstances, and in no event, shall Seller be liable in contract or in tort or under any other legal theory for special, punitive, indirect, incidental or consequential losses, or damages of any kind arising in connection with or from any contract resulting from this Offer by Seller or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, as a result of breach of contract or in tort or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer, shall Seller's liability to Buyer exceed a sum equal to the lower of (1) the difference between the purchase price herein and the market value of the equipment; or (2) the cost of replacement or repair of the equipment; or (3) the purchase price of the equipment as set forth on the attached OFFER TO SELL.
- 8. Unless specified otherwise, on the face of the attached OFFER TO SELL, the terms of payment for the equipment hereunder are net thirty (30) days from date of invoice. Buyer shall be responsible for and agrees to pay for all sales, use, occupation, excise, or other taxes arising out of the sale of the equipment to Buyer in addition to the prices quoted or invoiced. Seller is not responsible for obtaining any permits or licenses relating to the equipment and Seller makes no representation
- 9. Buyer shall, at its own expense, defend, indemnify and hold harmless Seller and its officers, directors, agents, representatives and employees, from any and all claims, liabilities, fines, damages, losses and expenses (including attorneys' fees) of any kind whatsoever, arising out of or resulting in any way, directly or indirectly, from Buyer's preparation for transport of the equipment, transport of the equipment, installation of the equipment, use of the equipment, or any claim for the violation of any applicable local, state or federal law, order or regulation in connection with the equipment purchased hereunder, or from any act or omission of Buyer, its agents, employees or subcontractors, or any other action by Buyer in relation to the equipment. This indemnity shall apply without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or other tort. This indemnity shall survive delivery and acceptance of the equipment.
- 10. Warranty Definitions. For all purposes of this Offer, the following definitions shall apply to the warranty terms set forth on the face page of the attached OFFER TO SELL. This paragraph provides definitions only and does not indicate the existence of any warranty.
 - a. Commencement of warranty period. The warranty period shall commence at the time title and risk of loss pass to Buyer pursuant to paragraph 3 hereof.
 - b. Repair or replacement. This means that Buyer's sole and exclusive remedy shall be limited to the repair or replacement, at Seller's option, of any defective part. Replacement is defined as the physical replacement of the part or, at Seller's option, the whole or, at Seller's option, the payment to Buyer of a sum equal to the purchase price of the equipment as specified on the face of the attached OFFER TO SELL and Buyer shall return defective part or equipment back to Seller. All repair work shall be performed at a facility designated by Seller. Transportation costs to and from the repair facility shall be paid by Buyer. If this warranty is applicable, Buyer agrees that the remedy of repair or replacement is the sole and exclusive remedy of Buyer.
 - c. Manufacturer or other vendor pass through. This means that Seller will pass through to Buyer any warranty provided for the equipment by the manufacturer or vendor. Seller will assist Buyer in obtaining information and documentation with respect to said warranty. Buyer agrees that if this warranty is applicable, the sole and exclusive remedy of Buyer is that Buyer will look exclusively to the manufacturer or other vendor for any and all warranty claims.
 - d. Working condition on transfer of possession. This means that at the time Buyer first installs or tests the equipment and for 24 hours thereafter, it will perform its ordinary functions, taking into consideration the age of the equipment. In no event shall the time of installation or test be later than 30 days after the passing of title provided for in paragraph 3 hereof. If this warranty is applicable, Buyer agrees that Buyer's sole and exclusive remedy is the return of the equipment for a full refund of the purchase price.
 - e. No warranty obligations (except as to title) shall apply to any equipment (1) repaired, modified, or altered without prior approval of Seller, or (2) subject to misuse, accident, or inadequate maintenance; or (3) based on reasonable wear and tear.

Chris Johnson

From:

ssuggs@weilerengineering.org

Sent:

Wednesday, June 28, 2017 12:31 PM

To:

Chris Johnson

Cc:

chriskw@bellsouth.net; greg@kwru.com

Subject:

RE: Review of the Evoqua Scope and line items

Can we plan for Friday afternoon lets say around 2:00 pm?

Steve Suggs E.I. Weiler Engineering Corporation (941) 323-1787

----- Original Message ------

Subject: RE: Review of the Evoqua Scope and line items

From: "Chris Johnson" < chris@kwru.com>

Date: Wed, June 28, 2017 9:41 am To: <ssuggs@weilerengineering.org>

Cc: <<u>chriskw@bellsouth.net</u>>, <<u>greg@kwru.com</u>>

Yes either day is good, I have a lunch meeting on Thurs 12:00- 1:00PM otherwise can accommodate your schedule.



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com

From: ssuggs@weilerengineering.org [mailto:ssuggs@weilerengineering.org]

Sent: Wednesday, June 28, 2017 9:05 AM **To:** Chris Johnson < chris@kwru.com>

Cc: chriskw@bellsouth.net; greg@kwru.com

Subject: RE: Review of the Evoqua Scope and line items

Chris,

Tomorrow or Friday would work best this week. If not i will not be able to get to it until the 6th.

Best Regards,

Steve Suggs E.I. Weiler Engineering Corporation (941) 323-1787

----- Original Message -----

Subject: Review of the Evoqua Scope and line items

From: "Chris Johnson" < chris@kwru.com>

Date: Tue, June 27, 2017 5:02 pm To: <ssuggs@weilerengineering.org>

Cc: < chriskw@bellsouth.net>, < greg@kwru.com>

Steve,

Regarding the Evoqua scope to rehab the old plants. I would like to do a final walk through with you and check off the line items and add or further clarify any line items to the proposal prior to final approval. I just want to go over this very carefully before final approval. The way the PSC works is if the Utility forgets something the Utility loses. Let me know when you might be able to carve out 2 hours to do this.



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com WEILER ENGINEERING CORPORATION

Market in orginearing

201 WEST MARION AVENUE: SUITE 1306 | FUNTA GORDA | FL 33850 TEL 541-505 (700) FAX 341-505-1702 | WWW.WEILERENGINEERING ORG 6805 OVERSEAS HIGHWAY | MARATHON | FL 33050 TEL (305) 289-4161 | FAX(305) 289-4162

November 29, 2016

Christopher Johnson, President KW Resort Utilities Corp. 6630 Front Street Key West, Florida 33040

RE: Rehabilitation of Existing Evoqua WWTP Trains

The two existing Advanced Wastewater Treatment (AWT) units at KW Resort Utilities Corporation (KWRU) are packaged treatment units that combine the following treatment processes into a single integrated circular tank:

- Influent equalization
- Aerobic treatment, including nitrification
- Anoxic treatment, including denitrification
- Re-acration
- Effluent clarification with soum removal and sludge rakes
- Return/waste activated sludge pumping system
- Aerobic sludge digestion

Treatment systems of this kind are frequently called "package plants" since the entire treatment process is provided by a single supplier, with all necessary treatment processes included in a single "package". The design of both the mechanical and the biological processes is provided by the supplier, with all the components integrated into a single treatment system. The two existing treatment units each have a treatment capacity of 0.250 MD AADF and were provided with a process warranty, guaranteeing that the systems would meet AWT standards. The systems were designed and constructed by Evoqua (formerly Siemens).

Weiler Engineering has inspected the two existing AWT treatment trains at the KWRU facility. As with all wastewater treatment systems manufactured with coated steel, these units need periodic treatment and rehabilitation for corrosion, including replacement of corroded components, as well as enhancements to treatment components.

It is my professional opinion that Evoqua should be considered a Sole Source provider of the needed work for the following reasons:

- The treatment units rely on the steel members for structural support. Detailed structural drawings are not available. Fabrication of substitute components could result in inadequate structural strength and potential structural failure.
- Evoqua provided the existing two treatment units designed specifically for the Stock Island service area and the specific raw wastewater characteristics associated with the system.
- Each treatment unit was designed with specific hydraulic detention times, oxygen transfer efficiencies, biological uptake rates and sludge settling characteristics necessary to achieve AWT treatment. Any modifications to the flow characteristics or oxygen transfer rates may negatively impact the systems' abilities to meet the AWT treatment requirements.
- Evoqua provided a process warranty, guaranteeing the ability of the systems to meet AWT treatment standards. Modifications to the treatment systems by others would void the process warranty.
- The treatment units are unique mechanical systems comprised of numerous interconnected components that must function as a whole. Detailed dimensional drawings of the numerous individual components are not available. Fabrication of substitutes would likely result in improper fit without detailed dimensional drawings.

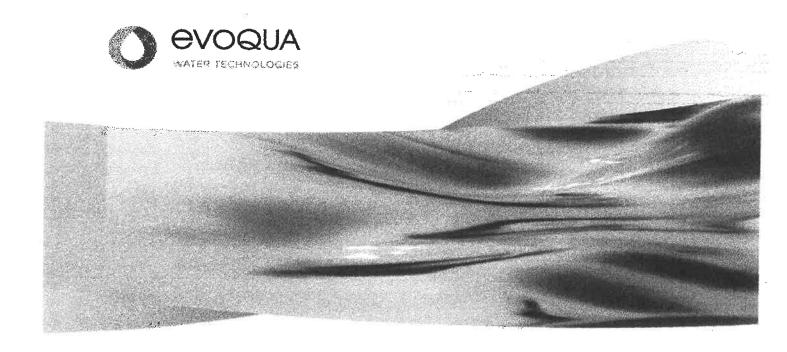
For the above reasons, Evoqua should be considered a Sole Source provider and the only viable option for the rehabilitation of the two existing treatment units.

If you have any questions or need further information, please let me know.

Sincerely,

Edward R. Castle, PF

Weiler Engineering Corporation

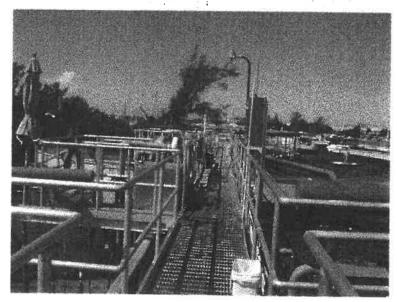


KEY WEST WWTP REHAB

Quotation #170026-A0 November 7, 2016

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

Evoqua Water Technologies LLC
Earl Griner
1828 Metcalf Ave.
Thomasville, Ga. 31792
229-403-1515
william.griner@evoqua.com



1828 Metcalf Ave., Thomasville, GA 31792

+1 (229) 226-5733 (phone) +1 (229) 228-0312 (fax).

www.evoqua.com

	Q	UOTATION NO. 170026-A0 Key We	st WWTP Rehab DAT	E: 11/3/2016
		Storo outs Lock eleto	STAIRS?	
Surje.	То:	Greg Wright Vice President KW Resort Utilities Corp.	I beam (C)	Channel /
Tank	Job N	Name: Key West WWTP Rehab	6), ac/ . posts	
sopperfit	1) <u>S</u>	UMMARY: electric	deliver and install agricuments	influent troub
\. <i>I</i>	two (ua Water Technologies, LLC proposes to 2) existing Davco WWTP at the Key We ribed in this quotation and subject to the (and Erection stated herein.	st project as applicable to the	raterials to renap
eir"	the pu	the information set forth in this quotation (in dential and/or proprietary and has been pre- purchase of the equipment and/or services of the information to others, or use by the recip to the transfer of the transfer of the information to others.	pared solely for the recipient's u described herein. Transmission	use in considering
	PRICE	E SUMMARY:	,	
	uenu	ua's price includes only the specific items (fied herein are to be furnished by others. F uotation for a list of items to be furnished by	Please refer to the "Excluded Ite	s not specifically ems" Section 5 of
	A)	UNIT PRICING:		
		ITEM & DESCRIPTION: (See following pages for further description)	on)	PRICE
		Material/Equipment, Demo, & Installation existing WWTP's.	to rehab two (2)	\$247,525.00
		Add price for equipment, Demolition, & In existing fixed diffuser system in the aerati type system in both plants.	stallation to replace on zones with new removable	\$137,182.00 for 2 6-76
		FIELD PAINT OPTIONS:	-	44
		#1 Field Blast and Paint interior and exter	ior on two (2) existing WWTP's	\$280,591.00 ins. de4
		#2 Field Blast and Paint one (1) existing h	neadworks platform.	\$7-195:00 6-7L
		#3 Field Blast and paint top 36" on interior Including all platforms and above plant pip 5000 for the formula to the formula t	oing exterior	\$80,580.00 no exterior
		#5 Spot Blast and Paint only interior of on Customer's direction.	e (1) existing Digester per	\$3,597.00 per day

Page 2 of 13

contingency

KWRU 012654

- B) FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any storage on the site.
- C) QUOTATION VALIDITY: This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.
- D) FIELD SERVICES: N/A (start-up/training not required)
- A) SERVICE MANUALS: N/A
- B) ADDENDUMS: None
- E) PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

 10% with signed agreement.
 90% progressive payments.

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

2) DRAWING AND SHIPMENT SCHEDULE:

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

Submittal Drawings: N/A (replacing equipment and materials as is existing)

Submittal Drawing Reviews/Approvals: N/A

Estimated Shipment of Equipment: Within 14-16 weeks after final agreement by both parties and receipt of signed contract.

Estimated installation time: 2-4 weeks per plant.

Estimated field painting time: 3-4 weeks per plant

3) EQUIPMENT SCOPE

Provide and install new rectangular bridge support tubing and angles between plants from existing clarifier to existing clarifier. Rectangular tubing to be 8" x 4" x ½" 304SS with 2" x 2" x ½" steel grating cross support angles. Existing handrails, toe plates and grating to be reused. New bridge tubing to include new 304SS mounting plates and 304SS hardware for mounting existing aluminum handrails. Also provided will be new aluminum handrail bases to be used as required on the existing handrails (approx. 12). New aluminum grating clips to be provided as required for existing grating.

- Provide and install new 304SS unistruct and clamps to support existing conduits on new bridge supports.
- Provide and install new 304SS structure on the (2) existing platforms around the influent / flow regulator boxes. Include new 304SS pipe supports. Existing handrails, toe plates and grating to be reused.
- Provide and install new material to replace first 10' of influent trough, 304SS construction. Include 6" 304SS nozzle that welds into trough.
- Provide and install new 2" sch 40 304SS pipe to replace existing air header pipe supports as required.
- Replace ears on end of effluent weir trough section with 304SS plates. Existing weir plates have to be removed for painting. Evoqua to re-install existing weir plates and provide new sealer and 304SS hardware as required.
- Provide and install 3" steel pipes to be used as temporary supports during installation.
- Provide and install new air piping on the 4 existing RAS/WAS airlifts, 304SS.
- Provide and install all new diffuser membranes in aeration zones.
- Add price to be provided for install of new removal diffusers system in the aeration zones in both plants.
- Remove all grating and toe plates and reinstall after painting is complete.
- Install HLM 5000 on outer wall base rings on the inside of the tank after painting is complete.
- Field Corrosion Protection Options #1, #2, #3, #4 & #5:

#1 WWTP Interior, both plants:

- SSPC-SP10 near white blast on new steel and rusted areas.
- SSPC-SP7 sweep blast on existing painted areas.
- Apply (1) coat of Sherwin Williams Coal Tar Epoxy at (16) mils DFT.

#1 WWTP exterior (including base rings), both plants:

- SSPC-SP10 near white blast on new steel and rusted areas.
- SSPC-SP7 sweep blast on existing painted areas.
- Apply (1) prime coat of Sherwin Williams Macropoxy 646 epoxy at (3) mils DFT.
- Apply (1) topcoat of Sherwin Williams Acrolon Ultra at (3) mils DFT.

#2 Headworks Platform Field Corrosion protection:

- SSPC-SP7 sweep blast on existing painted areas.
- Spot prime if needed with Sherwin Williams Macropoxy 646 epoxy.
- Apply (1) topcoat of Sherwin Williams Acrolon Ultra at (3) mils DFT.

#3 WWTP top 36" on Interior only, both plants:

- SSPC-SP10 near white blast on new steel and rusted areas.
- SSPC-SP7 sweep blast on existing painted areas.
- Apply (1) coat of Sherwin Williams Coal Tar Epoxy at (16) mils DFT.

#4 Digester, complete Interior / Exterior:

- SSPC-SP10 near white blast on new steel and rusted areas.
- SSPC-SP7 sweep blast on existing painted areas.
- Apply (2) coats of Sherwin Williams Coal Tar Epoxy at (8) mils DFT each for a total of 16 mils DFT.

#5 Spot Blast and paint only interior of Digester per Customer's Direction:

- SSPC-SP10 near white blast on new steel and rusted areas.
- SSPC-SP7 sweep blast on existing painted areas.
- Apply (2) coats of Sherwin Williams Coal Tar Epoxy at (8) mils DFT each for a total of 16 mils DFT.

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

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

FIELD ERECTION:

- Evoqua proposes to furnish labor, equipment and expendable materials to install the equipment purchased on this proposal.
- Customer is responsible for having tanks drained and clean before Evoqua to start rehab on tanks.
- Evoqua is responsible for offloading the equipment supplied by Evoqua.
- All materials/equipment removed from plant during demolition to be disposed of on site.
- Evoqua is responsible for installing supplied equipment by normal fabrication and welding procedures.
- Evoqua is responsible for providing the necessary construction equipment for erection (crane, welding machines, cutting equipment, etc.).
- Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC

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from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies LLC General Terms and Conditions for Erection Work document is included as part of this proposal.

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

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

4) CLARIFICATIONS /EXCEPTIONS:

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

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

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

5) EXCLUDED ITEMS:

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

- Concrete & grout
- Draining and cleaning of tanks
- Submittals
- Start-up
- O&M manuals
- Interconnection field piping, fittings and valves
- Electrical work of any kind
- Field disconnects, conduit and wiring
- Lighting on plant
- Taxes, Permits, Bonds
- Any other equipment or items not expressly mentioned in this proposal

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QUOTATION NO. 170026-A0 Key We	st WWTP Rehab DATE: 11/3/2016
资本实产的企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业	有女女女女女女女女女女女女女女女女女女女女女女女女女女女女女女女女女女女女
Quotation Submitted by Evoqua Water Tech	inologies, LLC: <u>James Knisely</u>
Signature below indicates acceptance of this Sale attached hereto.	s quotation, including the Standard Terms of
Accepted by Buyer:	Acknowledged by Seller: Evoqua Water Technologies, LLC
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

EVOQUA WATER TECHNOLOGIES LLC Standard Terms of Sale

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

QUOTATION NO. 170026-A0 Key West WWTP Rehab DATE: 11/3/2016

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

- 8. **Indemnity.** Seller shall indemnify, defend and hold Buyer hamless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. <u>Assignment.</u> Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
- 10. <u>Termination</u>. Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
- 11. <u>Dispute Resolution.</u> Selier and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
- Export Compilance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
- 13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees

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

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

Evoqua Water Technologies LLC GENERAL TERMS AND CONDITIONS FOR ERECTION WORK

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

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

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

6. INSURANCE

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

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

Page 11 of 13

- Automobile Liability, Personal Injury and Property Damage. Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.
- 7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).
- 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously providedand stored until Evoqua Water Technologies installation is scheduled.
- 9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.
- 10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.
- 11. BACKCHARGES: Evoqua Water Technologies will accept no backcharges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to backcharges.
- 12. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal.
- 13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- (b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

- 14. Evoqua Water Technologies reserves the right to subcontract any of the work to one or more subcontractors.
- 15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.

Chris Johnson

From:

Chris Johnson <chris@kwru.com>

Sent:

Monday, July 03, 2017 3:31 PM

To:

ssuggs@weilerengineering.org

Cc:

'Ed Castle'; chriskw@bellsouth.net; 'Bart Smith'; greg@kwru.com

Subject:

Evoqua WWTP rehab Quotation revisions

Attachments:

Evoqua WWTP rehab scope.docx

Steve,

Attached is my markup version for the Evoqua WWTP rehab scope. This was generated as a result of Friday's walk through (with Greg Wright, you and me). You will recall that we numbered the original document bullet points. I used the same numbering on this document. After the number 12 on the original document I added items in 13-16 that were not addressed in the original document. Yellow highlight indicates an item where I need you to put in some information or add to what I have. Red indicates a change from the Evoqua original. Please thoroughly review and when we are happy with it we can send it to Earl Griner of Evoqua and he can put final numbers to this.

The link below, is the one I promised to send you, it is the HLM 5000 (BASF product) you may know it by the trade name Sonoshield

http://www.bondedmaterials.net/assets/data/basf_hlm_5000.pdf\

Also KWRU is very interested in what Evoqua can do the CCC work for, as we discussed on Friday. We may get the CCC/Filter unit steel tested for the reasons we discussed at our meeting last Friday.

And a reminder to notify Wharton Smith about the water pooling on the foundation of the new filters.



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com

EQUIPMENT SCOPE

- 1. Provide and install new rectangular bridge support tubing and angles between plants from existing clarifier to existing clarifier fine aeration basin to fine aeration basin. Rectangular tubing (Steve Suggs do we want I-beam instead of tubing) to be 8" x 4" x ½" 304 stainless steel with 2" x 2" x 1/4" steel grating cross support angles (not stainless ??) Existing handrails, toe plates and grating to be reused. New bridge tubing to include new 304 stainless steel mounting plate and 304 stainless steel hardware for mounting existing aluminum handrails. Also provided will be new aluminum handrail bases to be used as required on the existing handrails (approximately 12). New aluminum grading clips to be provided as required for existing grating. Provide and install on the new rectangular bridge between the WWTP plants a compatible WILO 304 SS davit base (Davit itself not required). Aluminum handrails shall be designed and installed such that they can, with minimal effort, be removed to allow heavy equipment and material to be swung onto the bridge with a davit that is put in the aforementioned WILO 304 SS davit base. Evoqua to provide shop drawing of new rectangular bridge and stairs to owner for approval of removable handrail section and location of the WILO 304 SS davit base.
 - 1(a) Provide and install stairs (Steve Suggs OSHA justification and stair design and stair specification) Include how the electric and water that is piggy backing on the existing stair structure is to be handled by Evoqua.
 - 1(b) The 2 plant Control panels supports shall be 304 SS. (Steve Suggs to put in more specs here). Control panels must remain operational during the construction to allow treatment plants to operate. All conduit must be reinstated to equal or better condition at the end of the project.
- 2. Provide and install new 316 stainless steel unistrut and clamps to support existing conduit's on new bridge supports.
- 3. Provide and install new 304 stainless steel structure on the two existing platforms around the influent/flow regulator boxes. Include new 304 stainless steel pipe supports (4"). Existing handrails, toe plates and grating to be reused. Provide and install on each of the two platforms a davit (WILO per EVOQUA .350MGD WWTP Plant Expansion Project) and compatible WILO 304 SS davit base.
- 4. Provide and install new material to replace first 10 feet of influence truck 304 stainless steel construction include 6 inch 304 stainless steel nozzle that welds into trough. Remove influent trough and 6" pipe from the influent/flow regulator box to influent trough. Provide and install 8" schedule 80 PVC from influent / flow regulator box to fine bubble aeration basin installation shall include providing and installing supports to hold the 8" influent piping. Pipe supports shall be (Steve Suggs pipe support material and where the supports shall affix to here).
- 5. Provide and install new 2 inch schedule 40 304 stainless steel pipe to replace each and every existing air header pipe support. as required. Provide and install new horizontal air header supports (Steve Suggs to put material and spec in here) Horizontal air header supports shall

- fabricated at shop and primed at the shop. Angle supports must be repaired or replaced as necessary. Angle supports shall be replaced with (STEVE SUGGS insert spec here).
- 6. Replace ears on end of effluent weir trough section with 304 SS plates. Existing weir plates have to be removed for painting. Evoqua to re-install existing weir plates and provide new sealer and 304 SS hardware as required.
- 7. Provide and install 3 inch steel pipes to be used as temporary supports during installation.
- 8. Provide and install new air piping on the four existing RAS/WAS airlifts in 304 stainless steel
- 9. Provide and install all new diffuser membranes in aeration zones.
- 10. Supply equipment, carry out demolition, and perform installation to replace existing fixed diffuser system in the aeration zones with new removable type system (Evoqua provided) in both plants.
- 11. Remove all grating and toe plates and reinstall after painting is complete
- 12. Install HLM 5000 on outer wall base rings on the inside of the tank after painting is complete.
- **13.** Blast all air header piping. Post blast inspect all air header piping and weld repair or replace as necessary. After blast and repair/replace phase coat all air header piping.
- **14.** Clarifier ring both plants Blast and coat. Note for coating ring: Contractor shall use surfacing epoxy to fill voids in the steel. Skimmer arm- blast and coat.
- 15. Completely remove valve on the transfer line from the re-aeration basin to the clarifier stilling well on both plants.
- 16. Stand Alone Digester cut out all of the old clarifier elements (this tank was originally installed as a clarifier and was repurposed to a digester). The air headers that serve this stand alone digester shall be blasted. Post blast inspect all air header piping and weld repair or replace as necessary. After blast and repair/replace phase coat all air header piping.

FIELD PAINT OPTIONS:

#1 Field blast and paint interior and exterior on two (2) existing WWTP's.

#1 Interior specification has (1) coat (2) coat Sherwin-Williams Coal Tar Epoxy specified at (16) mil DFT

#1 Exterior specification has (1) prime coat (2) coat Sherwin-Williams Macropoxy 646 specified at (3) (5-6) Steve Suggs to verify this mils DFT

#4 Field blast and paint interior and exterior of one (1) existing digester Tank.

#6 NEW ITEM Put a Urathane (Tnemic) coating on two (2) new Filter units. Steve Suggs to put in more info on surface prep (blast spec ... sweep blast?) and the Tnemic Urathane coating spec.

Chris Johnson

From:

ssuggs@weilerengineering.org

Sent:

Wednesday, September 06, 2017 10:59 AM

To:

Chris Johnson

Cc:

'Bart Smith'; greg@kwru.com; bill@kwru.com; Ed Castle

Subject:

RE: Existing WWTP Maintenance/rehab

Attachments:

Evoqua WWTP rehab scope Rev SS 170906.pdf

Chris,

Attached is the Evoqua scope with some revisions and additions. Let me know if you have any questions.

Best regards,

Steve Suggs E.I. Weiler Engineering Corporation (941) 323-1787

----- Original Message ------

Subject: RE: Existing WWTP Maintenance/rehab

From: "Chris Johnson" <chris@kwru.com> Date: Fri, September 01, 2017 2:41 pm

To: "'William E. Griner'" < william.griner@evoqua.com>
Cc: <ssuggs@weilerengineering.org>, "'Bart Smith'"

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Sent: Sunday, January 22, 2017 1:45 PM

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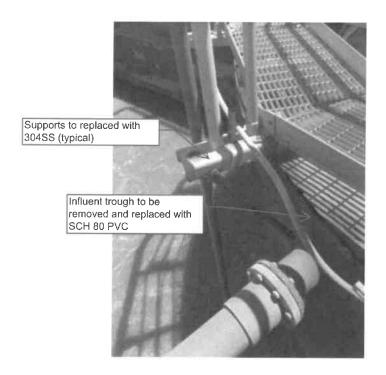
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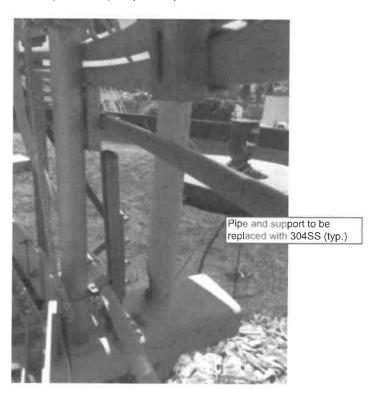
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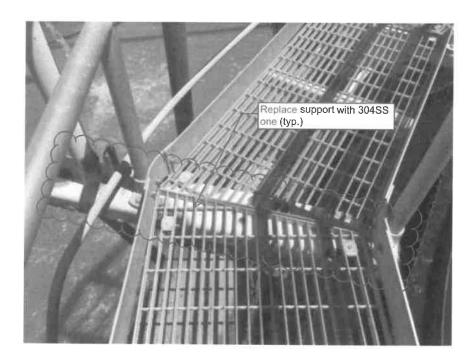
EQUIPMENT SCOPE

- 1. Provide and install new rectangular bridge support tubing and angles between plants from fine aeration basin to fine aeration basin. Rectangular tubing to be 8" x 4" x ½" 304 stainless steel with 2" x 2" x 1/4" stainless steel grating cross support angles Existing handrails, toe plates and grating to be reused where available and new or modified handrail shall be installed as needed. New bridge tubing to include new 304 stainless steel mounting plate and 316 stainless steel hardware for mounting existing aluminum handrails. Also provided will be new aluminum handrail bases to be used as required on the existing handrails. New aluminum grading clips to be provided as required for existing grating. Provide and install on the new rectangular tube bridge between the WWTP plants a compatible WILO 304 SS davit base (Davit itself not required). Aluminum handrails shall be designed and installed such that they can, with minimal effort, be removed to allow heavy equipment and material to be swung onto the bridge with a davit that is put in the aforementioned WILO 304 SS davit base. Evoqua to provide shop drawing of new rectangular bridge and stairs to owner for approval of removable handrail section and location of the WILO 304 SS davit base.
 - 1(a) The 2 plant Control panels supports shall be 316 SS. Panels shall be mounted in a similar fashion to how they are currently mounted with their supports welded to the bridge section. Control panels must remain operational during the construction to allow treatment plants to operate. Where conduit is broken, cut, or relocated new SCH 80 PVC conduit shall be installed.
- 2. Provide and install new 304 stainless steel structure on the two existing platforms around the influent/flow regulator boxes. Include new 304 stainless steel pipe supports. Existing handrails, toe plates and grating to be reused. Remove existing support column and install new 304SS platform support column (4") for each of the existing platforms. Provide and install on each of the two platforms a davit (WILO same as EVOQUA .350MGD WWTP Plant Expansion Project) and compatible WILO 304 SS davit base.
- 3. Remove influent trough and 6" pipe from the influent/flow regulator box to influent trough. Provide and install 8" schedule 80 PVC from influent / flow regulator box to fine bubble aeration basin installation shall include providing and installing 316 SS supports to hold the 8" influent piping. Pipe supports shall be 316 SS and installed in a manner to support full flow of the pipe. Supports shall be welded to the new 304 SS clarifier cat walk supports (see picture below).

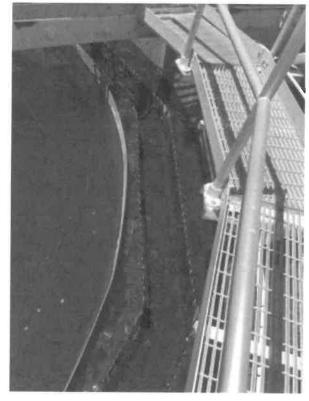


4. Provide and install new 2 inch SCH 40 304 stainless steel pipe to replace each and every existing air header pipe support. Provide and install new horizontal air header made of 304SS Horizontal air header supports shall fabricated at shop. Angle supports must be repaired or replaced as necessary. Angle supports shall be replaced with 304SS supports in locations where significant corrosion is present. (see picture)





5. Replace ears on end of effluent weir trough section with 304 SS plates. Existing weir plates have to be removed for painting. Evoqua to re-install existing weir plates and provide new sealer and 316 SS hardware.



6. Provide and install new air piping on the four existing RAS/WAS airlifts in 304 stainless steel

- Supply equipment, carry out demolition, and perform installation to replace existing fixed diffuser system in the fine bubble aeration zones with new removable type system (Evoqua provided) in both plants.
- 8. Remove all grating and toe plates and reinstall after painting is complete
- 9. Install HLM 5000 on outer wall base rings on the inside of the tank after painting is complete.
- 10. Blast all air header piping. Post blast inspect all air header piping and weld repair or replace as necessary. After blast and repair/replace phase coat all air header piping.
- 11. Clarifier ring both plants Blast and coat. Note for coating ring: Contractor shall use surfacing epoxy to fill voids in the steel. Skimmer arm- blast and coat.
- 12. Completely remove valve on the transfer line from the re-aeration basin to the clarifier stilling well on both plants.
- 13. Stand Alone Digester cut out all of the old clarifier elements (this tank was originally installed as a clarifier and was repurposed to a digester). The air headers that serve this stand alone digester shall be blasted. Post blast inspect all air header piping and weld repair or replace as necessary. After blast and repair/replace phase coat all air header piping.
- 14. Remove and replace existing 6" effluent line from east clarifier weir trough with 8" Sch 40 steel pipe and supports as needed. Pipe shall be coated for immersion.

FIELD PAINT OPTIONS:

#1 Field blast and paint interior and exterior on two (2) existing WWTP's.

Surface Preparation

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

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

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

Coating System

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

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

Apply UV protective coating as finishing coat.

#4 Field blast and paint interior and exterior of one (1) existing digester Tank.

Surface Preparation

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

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Apply UV protective coating as finishing coat.

#6 NEW ITEM UV Protective (Tnemec) coating on exterior of two (2) new Filter units.

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

Apply (1) one coat of Tnemec Series N69 HI Build Epoxoline II @ a rate of 4.0 - 6.0 mils DFT.

Apply (1) one coat of Tnemec Series 1075U @ a rate of 2.0 - 3.0 mils DFT.

Inspection & Testing requirements:

- The CONTRACTOR shall give the ENGINEER a minimum of three (3) days advance notice of the completion of any surface preparation work or start of coating application work.
- Before application of the base (prime) coat and each succeeding coat, all surfaces to be painted shall be inspected by ENGINEER. Any and all defects or deficiencies shall be corrected by the CONTRACTOR before application of any subsequent coating.
- Coating applications shall be checked for required MDFT as per these specifications. All coated surfaces failing to meet the MDFT requirements shall be rejected.
- For all coatings subject to immersion, consult the coatings manufacturer's written instructions for time required after system application before immersion.
- Inspection by the ENGINEER or the waiver of inspection of any particular portion of the Work shall not be construed to relieve the CONTRACTOR of his responsibility to perform the Work in accordance with these Specifications.
- All equipment required for discontinuity (Holiday) testing of steel substrates and continuity verification of concrete substrates shall be furnished and operated by the painting contractor.
- Once the final coat is applied the CONTRACTOR shall Holiday test using high or low voltage spark testing (determined by mil thickness and NACE requirements) in the presence of the ENGINEER.
 Any failing areas shall be addressed and retested prior to acceptance of the work.

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From:

Griner, William E <william.griner@evoqua.com>

Sent:

Thursday, September 07, 2017 1:45 PM

To:

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Cc:

chriskw@bellsouth.net; greg@kwru.com; 'Bart Smith'; 'William Smith'

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Christopher A. Johnson President KW Resort Utilities Corp. 6630 Front Street Key West, FL 33040 305.522.0052 Cell 305.295.3301 Office 305.295.0143 Fax www.kwru.com

From: Griner, William E [mailto:william.griner@evoqua.com]

Sent: Friday, October 28, 2016 7:24 AM **To:** Chris Johnson <chris@kwru.com>

Cc: chriskw@bellsouth.net; 'Greg Wright' < greg@kwru.com>; Huffman, Todd H

<todd.huffman@evoqua.com>

Subject: RE: Existing WWTP Maintenance/rehab

Chris, our painter is going to make a site visit next Wednesday to look at the plants. I will have you pricing by next Friday.

Do you want just the top 36" of the interior of the plant painted or all of the interior or a price for both?

Do you want all the exterior painted or just the rusted areas or price for both?

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: Chris Johnson [mailto:chris@kwru.com] **Sent:** Thursday, October 27, 2016 2:15 PM

To: Griner, William E <william.griner@evoqua.com>

Cc: chriskw@bellsouth.net; 'Greg Wright' <greq@kwru.com>

Subject: RE: Existing WWTP Maintenance/rehab

Earl,

Did you work up a Proposal/Quotation based the field visit with regard to the existing plants.

Christopher A. Johnson President KW Resort Utilities Corp. 6630 Front Street Key West, FL 33040 305.522.0052 Cell 305.295.3301 Office 305.295.0143 Fax www.kwru.com

Chris Johnson

From:

ssuggs@weilerengineering.org

Sent:

Friday, September 08, 2017 12:33 PM

To:

Chris Johnson: Griner E

Cc:

Ed Castle; Greg Wright

Subject:

RE: FW: Existing WWTP Maintenance/rehab

Earl,

Please see my responses below to your questions.

Best Regards,

Steve Suggs

From: Griner, William E [mailto:william.griner@evoqua.com]

Sent: Thursday, September 07, 2017 1:45 PM

To: Chris Johnson < chris@kwru.com>

Cc: chriskw@bellsouth.net; greg@kwru.com; 'Bart Smith' <bart@smithoropeza.com'>; 'William Smith'

<wis@shbk-law.com>

Subject: RE: Existing WWTP Maintenance/rehab

Chris, got a few questions.

Item 1. Says replace bridge tubing from fine aeration basin to fine aeration basin. I assume that is the entire bridge assembly including across the clarifier, correct?

Yes that is correct, the entire bridge from farthest edge of clarifier to farthest edge of clarifier.

Item 1 also says shop drawings for bridge and stairs. Do you want the stairs replaced? We went back and forth on this since the existing stairs are steep and narrow but it would require additional electric and foundation work so I think we are going to keep the stairs. They will just have to be reattached by Evoqua.

Item 4. Provide and install new horizontal air header made of 304SS. Should that be air header supports? Correct, the existing air header is to remain but the supports are to be replaced.

Items 10 and 11 will have to be done on a time and material basis.

I understand that that is easier to price as T&M but KWRU has to apply for a rate increase to the PSC. So if you could give us a conservative ballpark number we would appreciate it.

Yawl need to be safe.

Earl Griner

Evoqua Water Technologies LLC

Mobile: 229-403-1515

william.griner@evoqua.com

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail message and immediately delete it from your computer.

From: Chris Johnson [mailto:chris@kwru.com]
Sent: Wednesday, September 6, 2017 11:06 AM
To: Griner, William E <william.griner@evoqua.com>

Cc: chriskw@bellsouth.net; greg@kwru.com; 'Bart Smith' bart@smithoropeza.com; 'William Smith'

<wis@shbk-law.com>

Subject: FW: Existing WWTP Maintenance/rehab

Earl,

Just received this, I wanted to get it to you as quickly as possible. We will be reviewing this as we take breaks from hurricane prep. I know we are asking for a quick turnaround, I sincerely appreciate your efforts to expedite the updated proposal/pricing. -Chris



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com

From: ssuggs@weilerengineering.org [mailto:ssuggs@weilerengineering.org]

Sent: Wednesday, September 06, 2017 10:59 AM

To: Chris Johnson < chris@kwru.com>

Cc: 'Bart Smith' < bart@smithoropeza.com'>; greg@kwru.com; bill@kwru.com; Ed Castle < edrcastle@me.com'>

Subject: RE: Existing WWTP Maintenance/rehab

Chris,

Attached is the Evoqua scope with some revisions and additions. Let me know if you have any questions.

Best regards,

Steve Suggs E.I. Weiler Engineering Corporation (941) 323-1787 ----- Original Message -----

Subject: RE: Existing WWTP Maintenance/rehab From: "Chris Johnson" < chris@kwru.com>

Date: Fri, September 01, 2017 2:41 pm

To: "'William E. Griner'" < william.griner@evoqua.com > Cc: < ssuggs@weilerengineering.org > , "'Bart Smith'"

<bart@smithoropeza.com>, <greq@kwru.com>, <bill@kwru.com>

Earl,

I just wanted to contact you with a long overdue update.

This just in, I will have the rehab scope of work to you next Tuesday/Wednesday (Sept 5/6) as our Engineer is presently 90% complete and he promises to deliver the final document on Sept5/6. Essentially we took your proposal and added a good bit of detail into the format as you presented it to KWRU. In the version we are completing we show our desired coating options for everything. When you visited the site you told me that you could do better on the pricing if you could prepare a quotation without multiple options presented like we asked you to do in your Evoqua Quotation#170026-AO. This is why we are working on getting you a document that shows exactly what the scope of work is as specified by the Utility and its Engineer.

The Utility Board and our engineers would like to review your new pricing and Quotation on Friday Sept 8. I know this is asking a lot but it is my hope that you can turn it around quickly and meet this aggressive time line. I will be emailing it to you the minute I get it Tues/Wed. The Utility and our Engineers will be available all next week if you should have follow up questions or need additional information from us.

Enjoy the Holiday weekend! - Chris



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com

From: William E. Griner [mailto:william.griner@evoqua.com]

Sent: Sunday, January 22, 2017 1:45 PM

To: Chris Johnson < chris@kwru.com>; greg@kwru.com

Cc: Tommy Tyson < ttyson@heywardfl.com **Subject:** RE: Existing WWTP Maintenance/rehab

Any update on this rehab work?

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: William E. Griner

Sent: Friday, December 09, 2016 10:51 AM

To: 'Chris Johnson' < chris@kwru.com; greq@kwru.com; green; <a href="mailto:gree

Subject: FW: Existing WWTP Maintenance/rehab

As we discussed in our meeting, when you decide all the changes you want on the attached proposal please email them so I can update the proposal.

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: Griner, William E

Sent: Tuesday, November 08, 2016 6:54 AM

To: 'Chris Johnson' < chris@kwru.com; 'Greg Wright' < qreg@kwru.com>

Cc: chickw@bellsouth.net; Huffman, Todd Hctodd.huffman@evoqua.com; greg@kwru.comgreg@kwru.comSubject: RE: Existing WWTP Maintenance/rehab

See attached Proposal for Rehab work on your two existing WWTP.

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: Chris Johnson [mailto:chris@kwru.com]

Sent: Friday, October 28, 2016 8:59 AM

To: Griner, William E < william.griner@evoqua.com >

Cc: chriskw@bellsouth.net; 'Greg Wright' greg@kwru.com; Huffman,

Todd H < todd.huffman@evoqua.com >; greg@kwru.com

Subject: RE: Existing WWTP Maintenance/rehab

Great,

Let us know who that is and tell him to speak with me or Greg Wright. We will be expecting him.

If you can line item both options for the interior and exterior that would be great. Thanks - Chris

Christopher A. Johnson

President

KW Resort Utilities Corp.

6630 Front Street

Key West, FL 33040

305.522.0052 Cell

305.295.3301 Office

305.295.0143 Fax

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To: Griner, William E < william.griner@evoqua.com >

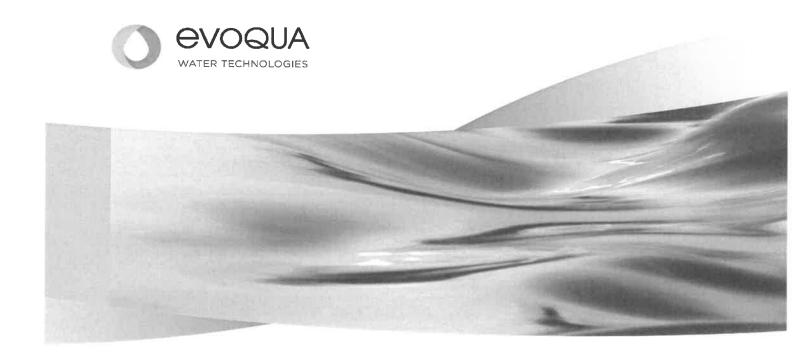
Cc: chriskw@bellsouth.net; 'Greg Wright' < greg@kwru.com >

Subject: RE: Existing WWTP Maintenance/rehab

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Christopher A. Johnson President KW Resort Utilities Corp. 6630 Front Street Key West, FL 33040 305.522.0052 Cell 305.295.3301 Office 305.295.0143 Fax www.kwru.com



KEY WEST WWTP REHAB

Quotation **#170026-A1** September 15, 2017

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

Evoqua Water Technologies LLC
Earl Griner
1828 Metcalf Ave.
Thomasville, Ga. 31792
229-403-1515
william.griner@evoqua.com



1828 Metcalf Ave., Thomasville, GA 31792

+1 (229) 226-5733 (phone) +1 (229) 228-0312 (fax)

www.evoqua.com

To: KW Resort Utilities Corp.

Job Name: Key West WWTP Rehabs

1) **SUMMARY:**

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

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

PRICE SUMMARY:

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

A) UNIT PRICING:

ITEM & DESCRIPTION:

PRICE

(See following pages for further description)

Material/Equipment, Demo, Installation & paint to rehab two (2)

\$895,086.00

existing WWTP's and standalone clarifier/digester.

Digester work to be done at same time as one of the plant rehabs.

Add Price to blast and repair air headers on each plant & digester.

\$3,000.00 per day

Eight (8) days estimated to do work.

Add Price for surfacing epoxy to fill voids in the steel on each plant & digester.

\$3,000.00 per day

Twelve (12) Days estimated to do work.

- B) FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any storage on the site.
- C) **QUOTATION VALIDITY:** This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.
- D) FIELD SERVICES: N/A (start-up/training not required)
- A) SERVICE MANUALS: N/A
- B) ADDENDUMS: None

E) PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

10% with signed agreement.

90% progressive payments.

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

2) DRAWING AND SHIPMENT SCHEDULE:

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

Submittal Drawings on bridge assembly: 3-4 weeks

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

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

Estimated field painting time: 5-6 weeks per plant

3) EQUIPMENT SCOPE

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

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

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

4) Field blast and paint interior and exterior on two (2) existing WWTP's and Digester:

Surface Preparation

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

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

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

Coating System

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

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

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

All Painting to be brushed and rolled.

Caulking is NOT included.

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

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

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

Blasting does not include complete removal of existing paint.

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

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

FIELD ERECTION:

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

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

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

5) CLARIFICATIONS /EXCEPTIONS:

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

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

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

6) EXCLUDED ITEMS:

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

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

QUOTATION NO. 170026-A1 Key West	: WWTP Rehab DATE: 09/15/2017
***************	************
Quotation Submitted by Evoqua Water Techn	nologies, LLC: <u>Drew Whittington</u>
Signature below indicates acceptance of this Sale attached hereto.	quotation, including the Standard Terms of
Accepted by Buyer:	Acknowledged by Seller: Evoqua Water Technologies, LLC
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

EVOQUA WATER TECHNOLOGIES LLC Standard Terms of Sale

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

QUOTATION NO. 170026-A1 Key West WWTP Rehab DATE: 09/15/2017

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

- 8. <u>Indemnity.</u> Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. <u>Assignment.</u> Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
- 10. <u>Termination.</u> Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
- Dispute Resolution. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
- 12. <u>Export Compliance.</u> Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
- 13. <u>LIMITATION OF LIABILITY.</u> NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 14. Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees

QUOTATION NO. 170026-A1 Key West WWTP Rehab DATE: 09/15/2017

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

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

Evoqua Water Technologies LLC GENERAL TERMS AND CONDITIONS FOR ERECTION WORK

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

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

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

6. INSURANCE

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

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

Page 12 of 14

- Automobile Liability, Personal Injury and Property Damage. (e) Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.
- 7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).
- 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously providedand stored until Evoqua Water Technologies installation is scheduled.
- 9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.
- 10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.
- 11. BACKCHARGES: Evoqua Water Technologies will accept no backcharges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to backcharges.
- 12. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal.
- 13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- (b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

- 14. Evoqua Water Technologies reserves the right to subcontract any of the work to one or more subcontractors.
- 15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.

Chris Johnson

From:

Griner, William E <william.griner@evoqua.com>

Sent:

Friday, September 15, 2017 10:25 AM

To:

Chris Johnson

Cc:

greg@kwru.com; 'Bart Smith'; 'William Smith'; Tommy Tyson

Subject:

RE: Existing WWTP Maintenance/rehab

Attachments:

Evoqua WWTP rehab scope Rev SS 170906.pdf; Key West WWTP Rehab Proposal.pdf

Chris, hope yawl are all OK. See updated proposal with changes per your request.

Earl Griner

Evoqua Water Technologies LLC

Mobile: 229-403-1515

william.griner@evoqua.com

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail message and immediately delete it from your computer.

From: Chris Johnson [mailto:chris@kwru.com]
Sent: Wednesday, September 6, 2017 11:06 AM
To: Griner, William E <william.griner@evoqua.com>

Cc: chriskw@bellsouth.net; greg@kwru.com; 'Bart Smith' <bart@smithoropeza.com>; 'William Smith' <wls@shbk-

law.com>

Subject: FW: Existing WWTP Maintenance/rehab

Earl,

Just received this, I wanted to get it to you as quickly as possible. We will be reviewing this as we take breaks from hurricane prep. I know we are asking for a quick turnaround, I sincerely appreciate your efforts to expedite the updated proposal/pricing. -Chris



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com From: ssuggs@weilerengineering.org [mailto:ssuggs@weilerengineering.org]

Sent: Wednesday, September 06, 2017 10:59 AM

To: Chris Johnson < chris@kwru.com>

Cc: 'Bart Smith' < bart@smithoropeza.com'>; greg@kwru.com; bill@kwru.com; Ed Castle < edrcastle@me.com

Subject: RE: Existing WWTP Maintenance/rehab

Chris,

Attached is the Evoqua scope with some revisions and additions. Let me know if you have any questions.

Best regards,

Steve Suggs E.I. Weiler Engineering Corporation (941) 323-1787

----- Original Message -----

Subject: RE: Existing WWTP Maintenance/rehab

From: "Chris Johnson" < chris@kwru.com>
Date: Fri, September 01, 2017 2:41 pm

To: "'William E. Griner'" < william.griner@evoqua.com > Cc: < ssuggs@weilerengineering.org >, "'Bart Smith'"

<bart@smithoropeza.com>, <greq@kwru.com>, <bill@kwru.com>

Earl,

I just wanted to contact you with a long overdue update.

This just in, I will have the rehab scope of work to you next Tuesday/Wednesday (Sept 5/6) as our Engineer is presently 90% complete and he promises to deliver the final document on Sept5/6. Essentially we took your proposal and added a good bit of detail into the format as you presented it to KWRU. In the version we are completing we show our desired coating options for everything. When you visited the site you told me that you could do better on the pricing if you could prepare a quotation without multiple options presented like we asked you to do in your Evoqua Quotation#170026-AO. This is why we are working on getting you a document that shows exactly what the scope of work is as specified by the Utility and its Engineer.

The Utility Board and our engineers would like to review your new pricing and Quotation on Friday Sept 8. I know this is asking a lot but it is my hope that you can turn it around quickly and meet this aggressive time line. I will be emailing it to you the minute I get it Tues/Wed. The Utility and our Engineers will be available all next week if you should have follow up questions or need additional information from us.

Enjoy the Holiday weekend! - Chris



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com

From: William E. Griner [mailto:william.griner@evoqua.com]

Sent: Sunday, January 22, 2017 1:45 PM

To: Chris Johnson < chris@kwru.com>; greg@kwru.com

Cc: Tommy Tyson < ttyson@heywardfl.com > **Subject:** RE: Existing WWTP Maintenance/rehab

Any update on this rehab work?

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: William E. Griner

Sent: Friday, December 09, 2016 10:51 AM

To: 'Chris Johnson' < chris@kwru.com; greg@kwru.com

Subject: FW: Existing WWTP Maintenance/rehab

As we discussed in our meeting, when you decide all the changes you want on the attached proposal please email them so I can update the proposal.

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: Griner, William E

Sent: Tuesday, November 08, 2016 6:54 AM

To: 'Chris Johnson' < chris@kwru.com; 'Greg Wright' < greg@kwru.com>; 'Gregwkart' < <a href="mail

greg@kwru.com

Subject: RE: Existing WWTP Maintenance/rehab

See attached Proposal for Rehab work on your two existing WWTP.

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: Chris Johnson [mailto:chris@kwru.com]

Sent: Friday, October 28, 2016 8:59 AM

To: Griner, William E < william.griner@evoqua.com>

Cc: chriskw@bellsouth.net; 'Greg Wright' greg@kwru.com; Huffman, Todd H

<todd.huffman@evoqua.com>; greg@kwru.com Subject: RE: Existing WWTP Maintenance/rehab

Great,

Let us know who that is and tell him to speak with me or Greg Wright. We will be expecting him.

If you can line item both options for the interior and exterior that would be great. Thanks - Chris

Christopher A. Johnson

President

KW Resort Utilities Corp.

6630 Front Street

Key West, FL 33040

305.522.0052 Cell

305.295.3301 Office

305,295,0143 Fax

www.kwru.com

From: Griner, William E [mailto:william.griner@evoqua.com]

Sent: Friday, October 28, 2016 7:24 AM **To:** Chris Johnson <chris@kwru.com>

Cc: chriskw@bellsouth.net; 'Greg Wright' greg@kwru.com; Huffman, Todd H

<todd.huffman@evoqua.com>

Subject: RE: Existing WWTP Maintenance/rehab

Chris, our painter is going to make a site visit next Wednesday to look at the plants. I will have you pricing by next Friday.

Do you want just the top 36" of the interior of the plant painted or all of the interior or a price for both?

Do you want all the exterior painted or just the rusted areas or price for both?

Earl Griner

Evoqua Water Technologies LLC

mailto:William.Griner@evoqua.com

From: Chris Johnson [mailto:chris@kwru.com]
Sent: Thursday, October 27, 2016 2:15 PM

To: Griner, William E < william.griner@evogua.com>

Cc: chriskw@bellsouth.net; 'Greg Wright' < greg@kwru.com>

Subject: RE: Existing WWTP Maintenance/rehab

Earl,

Did you work up a Proposal/Quotation based the field visit with regard to the existing plants.

Christopher A. Johnson President KW Resort Utilities Corp. 6630 Front Street Key West, FL 33040 305.522.0052 Cell 305.295.3301 Office 305.295.0143 Fax www.kwru.com

Chris Johnson

From:

ssuggs@weilerengineering.org

Sent:

Monday, September 18, 2017 6:09 PM

To:

Chris Johnson

Cc:

Greg Wright; Ed Castle

Subject:

KWRU WWTP Evoqua Rehab

Attachments:

Key West WWTP Rehab Proposal SS Comments 170918.pdf

Chris,

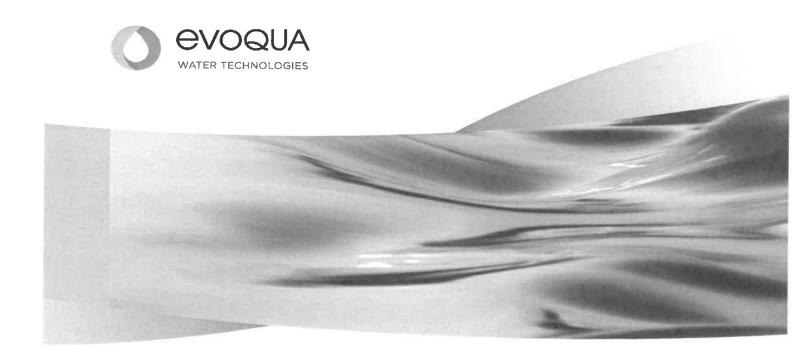
I hope you fared well in the storm.

Please see Evoqua's revised proposal with my comments. I have marked this up based on the revised scope we sent them. I am okay with some of the items being 304SS instead of 316SS since they will be welding them to each other and they are not in direct contact with liquid.

Take a look and let me know if you have any additional comments. If not i will send this back to Earl for revisions.

Best Regards,

Steve Suggs E.I. Weiler Engineering Corporation (941) 323-1787



KEY WEST WWTP REHAB

Quotation **#170026-A1** September 15, 2017

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

Evoqua Water Technologies LLC
Earl Griner
1828 Metcalf Ave.
Thomasville, Ga. 31792
229-403-1515
william.griner@evoqua.com



1828 Metcalf Ave., Thomasville, GA 31792

+1 (229) 226-5733 (phone) +1 (229) 228-0312 (fax)

www.evoqua.com

To: KW Resort Utilities Corp.

Job Name: Key West WWTP Rehabs

1) SUMMARY:

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

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

PRICE SUMMARY:

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

A) UNIT PRICING:

ITEM & DESCRIPTION:

PRICE

(See following pages for further description)

Material/Equipment, Demo, Installation & paint to rehab two (2)

\$895,086.00

existing WWTP's and standalone clarifier/digester.

Digester work to be done at same time as one of the plant rehabs.

Add Price to blast and repair air headers on each plant & digester.

\$3,000.00 per day

Eight (8) days estimated to do work.

Add Price for surfacing epoxy to fill voids in the steel on each plant & digester.

\$3,000.00 per day

Twelve (12) Days estimated to do work.

- B) FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any storage on the site.
- C) QUOTATION VALIDITY: This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.
- D) FIELD SERVICES: N/A (start-up/training not required)
- A) SERVICE MANUALS: N/A
- B) ADDENDUMS: None

E) PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

10% with signed agreement.

90% progressive payments.

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

2) DRAWING AND SHIPMENT SCHEDULE:

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

Submittal Drawings on bridge assembly: 3-4 weeks

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

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

Estimated field painting time: 5-6 weeks per plant

3) EQUIPMENT SCOPE

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

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

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

4) Field blast and paint interior and exterior on two (2) existing WWTP's and

No mention is made of item #6 in the revised scope The UV coating on the recently installed filter units.

Surface Preparation

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

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

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

Coating System

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

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

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

All Painting to be brushed and rolled.

Caulking is NOT included.

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

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

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

Coating section does not show test requirements that were part of the provided revised scope. Please include these testing items. The subcontractor shall provide all testing equipment needed as outlined in those specs.

Blasting does not include complete removal of existing paint.

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

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

> This is only true for sweep blast which is SP 7. The spot blast will remove everything and bring the surface to SP 10. Spot blasting is required in locations with visible corrosion on both interior and exterior.

FIELD ERECTION:

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

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

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

5) **CLARIFICATIONS /EXCEPTIONS:**

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

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

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

6) **EXCLUDED ITEMS:**

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

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

QUOTATION NO. 170026-A1 Key West	WWTP Rehab DATE: 09/15/2017
**************	*******************
Quotation Submitted by Evoqua Water Techno	ologies, LLC: <u>Drew Whittington</u>
Signature below indicates acceptance of this cale attached hereto.	uotation, including the Standard Terms of
Accepted by Buyer:	Acknowledged by Seller: Evoqua Water Technologies, LLC
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

EVOQUA WATER TECHNOLOGIES LLC Standard Terms of Sale

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

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

- 8. <u>Indemnity.</u> Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. <u>Assignment.</u> Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
- 10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
- 11. <u>Dispute Resolution.</u> Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
- 12. <u>Export Compliance.</u> Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
- 13. <u>LIMITATION OF LIABILITY.</u> NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees

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

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

Evoqua Water Technologies LLC GENERAL TERMS AND CONDITIONS FOR ERECTION WORK

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

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

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

INSURANCE

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

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

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- (e) Automobile Liability, Personal Injury and Property Damage.
 Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.
- 7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).
- 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided-and stored until Evoqua Water Technologies installation is scheduled.
- 9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.
- 10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.
- 11. BACKCHARGES: Evoqua Water Technologies will accept no backcharges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to backcharges.
- 12. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal.
- 13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- (b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

- 14. Evoqua Water Technologies reserves the right to subcontract any of the work to one or more subcontractors.
- 15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.

Man Hour Budget Estimate - KWRU WWTP CEI Serivces for Evoqua Tank Rehab

					Senior Design	Senior		
Description	Principal	Project Manager	FL Reg. P.E.	FL Reg E.I.	Tech	Inspector	Clerical	Total Hrs
Field Inspections of Work		24.00		80.00		815.00		919.00
Coordination with Owner and Rehab								
Contractor		24.00		40.00				64.00
Construction Progress Meetings	7.50			7.50				15.00
Project Documentation (review of submittals,								
payapps, etc)	2.00	20.00	6.00	50.00			60.00	138.00
Total Hours	9.50	68.00	6.00	177.50		815.00	60.00	1136.00
Rate	\$195.00	\$145.00	\$145.00	\$115.00	\$100.00	\$105.00	\$55.00	
Total Cost	\$1,852.50	\$9,860.00	\$870.00	\$20,412.50		\$85,575.00	\$3,300.00	
					11.11			

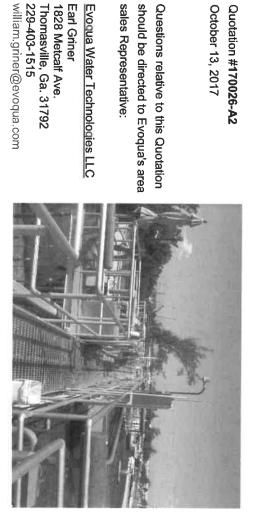


KEY WEST WWTP REHAB

Questions relative to this Quotation October 13, 2017 Quotation #170026-A2

Earl Griner 1828 Metcalf Ave. Thomasville, Ga. 31792 229-403-1515 Evoqua Water Technologies LLC

william.griner@evoqua.com



sales Representative:



KW Resort Utilities Corp.

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Job Name: Key West WWTP Rehabs

1) SUMMARY:

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

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

PRICE SUMMARY:

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

A) UNIT PRICING:

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

- **B) FREIGHT:** Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any storage on the site.
- C) QUOTATION VALIDITY: This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.

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

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- SERVICE MANUALS: N/A
- ADDENDUMS: None

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PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

10% with signed agreement.

90% progressive payments.

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

DRAWING AND SHIPMENT SCHEDULE:

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

Submittal Drawings on bridge assembly: 3-4 weeks

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

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

Estimated field painting time: 5-6 weeks per plant

3) EQUIPMENT SCOPE

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

- bridge section. Control panels will remain operational during the construction to same fashion as they are currently mounted with the new supports welded to the Provide and install new 304 SS control panel stands. Panels shall be mounted in allow treatment plants to operate.
- handrails, toe plates and grating to be reused. influent / flow regulator boxes. Include new 3" 304SS pipe supports. Existing Provide and install new 304SS structure on the (2) existing platforms around the
- Provide and install on each of the two platforms a WILO 304 SS davit rated for 250 kg., floor mounted with manual winch, 316SS 30ft cable and 304 SS base.
- installed in a manner to support full flow of the pipe. Supports shall be welded to fine bubble aeration basin. Installation shall include providing and installing 304 Provide and install new 8" schedule 80 PVC from influent / flow regulator box to the new 304 SS clarifier catwalk supports. Remove influent trough and 6" pipe SS supports to hold the 8" influent piping. Pipe supports shall be 304 SS and
- Provide and install new 2" sch 40 304SS pipe to replace existing air header pipe supports as required.

from the influent/flow regulator box to influent trough.

- Provide and install new 304 stainless steel walkway/air header supports.
- weir plates have to be removed for painting. Evoqua to re-install existing weir Replace ears on end of effluent weir trough section with 304SS plates. Existing plates and provide new sealer and 304SS hardware as required
- Provide and install new air piping on the 4 existing RAS/WAS airlifts, 304SS.
- Provide and install new removal diffusers system in the aeration zones in both
- Remove all grating and reinstall after painting is complete.
- Install HLM 5000 on outer wall base rings on the inside of the tank after painting is complete.
- day which includes 3 men, materials and construction equipment. Eight (8) days estimated to do work. Any days over 8 will be an additional \$3000 per day. Blast all air piping and repair as needed. The cost for this work will be \$3000 per
- Remove valves on clarifier influent pipes
- Remove all internals in existing standalone clarifier. This tank was original installed as a clarifier and is being used as a digester.

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

4) SURFACE PREPARATION AND CORROSION PROTECTION (FIELD)

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

Surface Preparation

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

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

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

Coating System

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

Exterior specification has (2) coat Sherwin-Williams Macropoxy 646 specified at (4-6) mils. DFT (10 mil. total minimum)
Apply one top coat of Sherwin-Williams Acrolon Ultra at 2-3 mils DFT.

All Painting to be brushed and rolled.

Caulking is NOT included.

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

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

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

Field blast and paint exterior on two (2) new filter units: (per equipment

Surface Preparation

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

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

UV Protective Coating System:

Exterior specification:

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

Caulking is NOT included. All Painting to be brushed and rolled

All spent media to be disposed of on site.

Customer to furnish potable water for pressure washing.

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

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

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

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

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

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

FIELD ERECTION

- Evoqua proposes to furnish labor, equipment and expendable materials to install the equipment purchased on this proposal.
- Customer is responsible for having tanks drained and clean before Evoqua arrives on site to start rehab on tanks.
- Evoqua is responsible for offloading the equipment supplied by Evoqua.
- All materials/equipment removed from plant during demolition to be disposed of on site.
- Evoqua is responsible for installing supplied equipment by normal fabrication and welding procedures.
- Evoqua is responsible for providing the necessary construction equipment for erection (crane, welding machines, cutting equipment, etc.).

 Customer must provide access to within 20' of each plant and digester for a 50
- Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies LLC General Terms and Conditions for Erection Work document is included as part of this proposal.

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

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

5) CLARIFICATIONS /EXCEPTIONS:

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



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

6) EXCLUDED ITEMS:

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

Potable water for pressure washing

Desiring and descriptions of the control of th

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

Title	Printed Name	Signature	Accepted by Buyer:	Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.	Quotation Submitted by Evoqua Water Technologies, LLC: <u>Drew Whittington</u>	***************************************
Title	Printed Nam	Signature	Acknowledged by Seller: Evoqua Water Technologies, LLC	quotation, including the Standard Terms of	nologies, LLC: <u>Drew Whittington</u>	****************

Date

EVOQUA WATER TECHNOLOGIES LLC Standard Terms of Sale

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

- as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on any claim. Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer
- Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its assign proceeds of the agreement without Buyer's consent. affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or
- 10. <u>Termination.</u> Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without undelivered, prior to the date of termination. liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered

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- decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other 11. <u>Dispute Resolution</u>. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. shall be English. under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or
- condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND 12. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or REGULATIONS otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a
- FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS 13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be Buyer agrees that it shall not

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

GENERAL TERMS AND CONDITIONS Evoqua Water Technologies LLC FOR ERECTION WORK

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

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

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

6. INSURANCE

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

- Workmen's Compensation and Employer's Liability
- Occupational Disease.

Public Liability Insurance, Personal Injury and Property Damage Contractual Liability.

Page 13 of 15

- (e) Automobile Liability, Personal Injury and Property Damage.
 Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.
- equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be 7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of
- Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided. personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the 8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears and stored until Evoqua Water Technologies installation is scheduled. hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection understanding that Evoqua Water Technologies is responsible for installing the subject equipment. backordered items not installed at that time shall be listed on the acceptance agreement with written
- Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in 9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua scheduling purposes, ten days notice of desired start-up date is required. clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water effluent connections, installation of the required electrical power supply and circuitry, filling tanks with service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall
- delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment. theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, 10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of
- not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization 11. BACKCHARGES: Evoqua Water Technologies will accept no backcharges for any reason which has prior to incurring any costs related to backcharges.
- proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection
- 13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay
- equitable price adjustment in addition to extension of the time of performance. by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an (b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work

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

Chris Johnson

From:

Tommy Tyson <ttyson@heywardfl.com>

Sent:

Monday, October 16, 2017 3:04 PM

To:

chris@kwru.com

Cc:

Steve Suggs (ssuggs@weilerengineering.org)

Subject:

FW: Revised Rehab Scope

Attachments:

Key West WWTP Rehab 170026-A2_Proposal.pdf

Corrected email.

Tommy Tyson Heyward Florida Incorporated (863) 370-7191

From: Tommy Tyson

Sent: Monday, October 16, 2017 3:01 PM **To:** 'kris@kwru.com' <kris@kwru.com>

Cc: Steve Suggs (ssuggs@weilerengineering.org) <ssuggs@weilerengineering.org>

Subject: Revised Rehab Scope

Revised scope attached.

Tommy Tyson Heyward Florida Incorporated (863) 370-7191

VATER TECHNOLOGIES

KEY WEST WWTP REHAB

Quotation #170026-A2 October 13, 2017

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



1828 Metcalf Ave. Thomasville, Ga. 31792 229-403-1515 william.griner@evoqua.com Earl Griner

Evoqua Water Technologies LLC

+1 (229) 22G-5733 (phone) +1 (229) 228-0312 (fax) 1828 Melosif Ave., Thomasville, GA 31762

www.evoqua.com

Job Name: Key West WWTP Rehabs

1) SUMMARY:

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

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

PRICE SUMMARY:

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

A) UNIT PRICING:

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

- Ш FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any storage on the site.
- C) QUOTATION VALIDITY: This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.

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

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- SERVICE MANUALS: N/A
- ADDENDUMS: None

Page 2 of 15

PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

10% with signed agreement.
90% progressive payments.

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

DRAWING AND SHIPMENT SCHEDULE:

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

Submittal Drawings on bridge assembly: 3-4 weeks

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

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

Estimated field painting time: 5-6 weeks per plant

3) EQUIPMENT SCOPE

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

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- Provide and install new 304 SS control panel stands. Panels shall be mounted in same fashion as they are currently mounted with the new supports welded to the bridge section. Control panels will remain operational during the construction to allow treatment plants to operate.
- Provide and install new 304SS structure on the (2) existing platforms around the influent / flow regulator boxes. Include new 3" 304SS pipe supports. Existing handrails, toe plates and grafing to be reused.
- Provide and install on each of the two platforms a WILO 304 SS davit rated for 250 kg., floor mounted with manual winch, 316SS 30ft cable and 304 SS base.
- Provide and install new 8" schedule 80 PVC from influent / flow regulator box to
 fine bubble aeration basin. Installation shall include providing and installing 304
 SS supports to hold the 8" influent piping. Pipe supports shall be 304 SS and
 installed in a manner to support full flow of the pipe. Supports shall be welded to
 the new 304 SS clarifier catwalk supports. Remove influent trough and 6" pipe
- Provide and install new 2" sch 40 304SS pipe to replace existing air header pipe supports as required.

from the influent/flow regulator box to influent trough.

- Provide and install new 304 stainless steel walkway/air header supports.
- Replace ears on end of effluent weir trough section with 304SS plates. Existing weir plates have to be removed for painting. Evoqua to re-install existing weir plates and provide new sealer and 304SS hardware as required.
- Provide and install new air piping on the 4 existing RAS/WAS airlifts, 304SS.
- Provide and install new removal diffusers system in the aeration zones in both plants.
- Remove all grating and reinstall after painting is complete
- Install HLM 5000 on outer wall base rings on the inside of the tank after painting is complete.
- Blast all air piping and repair as needed. The cost for this work will be \$3000 per day which includes 3 men, materials and construction equipment. Eight (8) days estimated to do work. Any days over 8 will be an additional \$3000 per day.
- Remove valves on clarifier influent pipes
- Remove all internals in existing standalone clarifier. This tank was original installed as a clarifier and is being used as a digester.

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

SURFACE PREPARATION AND CORROSION PROTECTION (FIELD)

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

Surface Preparation

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

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

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

Coating System

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

(4-6) mils. DFT (10 mil. total minimum) Apply one top coat of Sherwin-Williams Acrolon Ultra at 2-3 mils DFT Exterior specification has (2) coat Sherwin-Williams Macropoxy 646 specified at

Caulking is NOT included. All Painting to be brushed and rolled

Customer to furnish potable water for pressure washing. All spent media to be disposed of on site.

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

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

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

Surface Preparation

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

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

UV Protective Coating System:

Exterior specification:

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

All Painting to be brushed and rolled. Caulking is NOT included.

All spent media to be disposed of on site.

All water after pressure washing will be disposed of on ground or pumped back Customer to furnish potable water for pressure washing.

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

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

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

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

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

FIELD ERECTION

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

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

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

CLARIFICATIONS /EXCEPTIONS:

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

The scope of supply and pricing are based on EVOQUA standard equipment selection, wage rates, standard terms of sale and warranty terms.

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

EXCLUDED ITEMS:

listed below will not be supplied by Evoqua: O&M manuals Start-up Painting existing headwork's platform. Disposal of existing materials Draining and cleaning of tanks Potable water for pressure washing

Any other equipment or items not expressly mentioned in this proposal

Field disconnects, conduit and wiring

faxes, Permits, Bonds

Electrical work of any kind

Evoqua's price includes only those items listed in this Quotation. Therefore, the items

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

Date	10-15-2017	Title	President	Printed Name	Christopher Johnson	Signature	P. X	Accepted by Buyer:
Date	10/20/2017	Title	VP & General Manager Municipal Segment	Printed Name	Marc Roehl	/ Signature .	Marchan	Acknowledged by Seller: Evogua Water Technologies, LLC

EVOQUA WATER TECHNOLOGIES LLC Standard Terms of Sale

- 1. Applicable Terms. These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's torms of documents.
- 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any Incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges Buyer shall immediately relimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
- 3. <u>Delivery.</u> Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Inocterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
- 4. <u>Ownership of Materials and Licenses.</u> All devices, designs (including drawings, plans and specifications), estimates, prices, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seilar a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
- 5. <u>Changes.</u> Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
- 6. Force Maleure Event. Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Crice Majeure Event" shall mean events or discunstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, not, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
- 7. Warranty, Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanship and (iii) the Services shall be performed in a timely of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, but or any other legal theory. The Seller warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, but or any other legal theory. The Seller warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, but or any other legal theory. The Seller warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warrant to the work or (iii) where (12) months from a few promits from the services or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for all costs of installation of repaired or replaced Work as that Seller can assess the available remedes and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work it Seller dammines the arvicable remedes and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work it. Seller dammines the available remedes and (iii) Buyer shall be responsible for all costs of installation of repaired or replaced Work it. Seller dammines the available remedes and (iii) Buyer shall be responsible for all costs of installation of repaired or replaced Work it. Seller dammines the available remedes and (iii) and unauthorized by chemical action or attractions, and (i) not being in default of any payment obligati

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

- 8. <u>Indemnity.</u> Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. <u>Assignment.</u> Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
- 10. <u>Iermination</u>. Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
- 11. <u>Dispute Resolution</u>. Selier and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or daim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute drough mediation, then any dispute, daim or controversy sinsing out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity, thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pritsoburgh, Pennisylvania before three arbitrations who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Selier and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrations shall be reabstrated upon the arbitrations shall be reported acision of a majority of the arbitration. The substantially prevailing party as determined by the arbitrations shall be reimbursed by the other party for all costs, expenses and changes, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the international Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convertion (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
- 12. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMILESS FROM ANY AND ALL COSTS, LABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
- 13. LIMITATION OF LIABILITY, NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BEFACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 14. Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a securitiy interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sconer than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewal terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial order promotify renals service, charge which shall continue to due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees

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

15. Miscellaneous. These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be dranged or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional datuses as specifically listed in 52.244.5, Subcontracts for Commercial Items (OCT 2014), if any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement; shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from seld relationship.

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Evoqua Water Technologies LLC GENERAL TERMS AND CONDITIONS FOR ERECTION WORK

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

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

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

6. INSURANCE

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

- Workmen's Compensation and Employer's Liability
- Occupational Disease.
- Contractual Liability.

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Public Liability Insurance, Personal Injury and Property Damage
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- (e) Automobile Liability. Personal Injury and Property Damage.
 Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.
- 7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be eracted by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).
- B. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept seme fortor on behalf of the Purchaser. Any backcrdered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backcrdered items shall be received by the Purchaser at the 'Backcrdered Address' previously provided and stored until Evoqua Water Technologies Installation is scheduled.
- 9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Pruchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.
- 10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Enoque Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoque Water Technologies erection crews. Evoque Water Technologies shall not be responsible for deterioration, that, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.
- 11. BACKCHARGES: Evoqua Water Technologies will accept no backcharges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to backcharges.
- LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoque Water Technologies is not responsible for licensep, permits or fees required to perform the work defined in this proposal.
- 13. (a) Evoque Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, per-equisite work by others, acts of civil or military authority, government priorities, fires, strikes or either labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- (b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

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

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Chris Johnson

From:

Barrett, Ray C <raymond.barrett@evoqua.com>

Sent:

Friday, October 20, 2017 2:21 PM

To:

chris@kwru.com; bart@smithoropeza.com

Cc:

'Ed Castle'; ssuggs@weilerengineering.org; brandi@smithhawks.com; greg@kwru.com;

chris@kwru.com; Tommy Tyson; Griner, William E; Bryant, Harry; Bonazza, Jesse M

Subject:

WWTP Rehab

Attachments:

Key West WWTP Rehab_Quotation 170026-A2_10_20_2017.pdf

Gentlemen

Please see attached signed proposal as requested.

Thank you!

Ray Barrett

Evoqua Water Technologies, LLC

1828 Metcalf Ave. Thomasville Ga. 31792

Office: +1 (229) 227-8734 Cell- (229) 225 8323

raymond.barrett@evoqua.com

www.evoqua.com

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Chris Johnson

From: Chris Johnson <chris@kwru.com>

Sent: Wednesday, November 01, 2017 11:44 AM

To: 'Griner, William E'

Cc: 'Bart Smith'; 'Ed Castle'; 'ssuggs@weilerengineering.org'; 'brandi@smithhawks.com';

'greg@kwru.com'; 'Tommy Tyson'; greg@kwru.com; 'robert@kwru.com';

'judi@kwru.com'; 'Kaitlin Bianchi'

Subject: RE: KWRU: Key West WWTP Rehab Quotation#170026-A2

Earl,

Yes that would be fine, we will see you Monday morning of the 13th, -Chris



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com

From: Griner, William E [mailto:william.griner@evoqua.com]

Sent: Tuesday, October 31, 2017 4:37 PM **To:** Chris Johnson <chris@kwru.com>

Cc: 'Bart Smith' <bart@smithoropeza.com>; 'Ed Castle' <edrcastle@me.com>; ssuggs@weilerengineering.org;

brandi@smithhawks.com; greg@kwru.com; Tommy Tyson <ttyson@heywardfl.com>

Subject: RE: KWRU: Key West WWTP Rehab Quotation#170026-A2

Chris that would be the 13th not the 12th.

Earl Griner

Evoqua Water Technologies LLC

Mobile: 229-403-1515

william.griner@evoqua.com

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail message and immediately delete it from your computer.

From: Griner, William E

Sent: Tuesday, October 31, 2017 4:36 PM

To: 'Chris Johnson' <chris@kwru.com>

Cc: 'Bart Smith' < bart@smithoropeza.com'>; 'Ed Castle' < edrcastle@me.com'>; ssuggs@weilerengineering.org;

brandi@smithhawks.com; greg@kwru.com; Tommy Tyson <ttyson@heywardfl.com>

Subject: RE: KWRU: Key West WWTP Rehab Quotation#170026-A2

Chris, I plan on stopping by the plant Monday morning, November 12th to verify some items and take a few pictures on the existing plants. Wanted to make sure that was OK?

Earl Griner

Evoqua Water Technologies LLC

Mobile: 229-403-1515

william.griner@evoqua.com

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail message and immediately delete it from your computer.

From: Chris Johnson [mailto:chris@kwru.com]
Sent: Thursday, October 19, 2017 3:57 PM

To: Griner, William E < william.griner@evoqua.com>

Cc: 'Bart Smith' < bart@smithoropeza.com'>; 'Ed Castle' < edrcastle@me.com'>; ssuggs@weilerengineering.org;

brandi@smithhawks.com; greg@kwru.com; chris@kwru.com; Tommy Tyson <ttyson@heywardfl.com>

Subject: KWRU: Key West WWTP Rehab Quotation#170026-A2

Earl,

I know you never thought you would see the day.... well....today's the day. Signed Key West WWTP Rehab Quotation#170026-A2 attached.

When you get the opportunity we would be interested in seeing a proposed project timeline and draw schedule. Best - Chris



Christopher A. Johnson President 6630 Front Street Key West, FL 33040 (305) 295-3301 www.kwru.com



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

Invoice

invoice Date: Jul 7, 2017

Invoice Num: 46286

Billing Through: Jun 30, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

WWTP Routine Operations (16013.001-170:008) - Managed by (Ed Castle)

<u>Professiona</u>	I Services				
<u>Date</u>	Employee	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	Amount
6/8/2017	Steve Suggs	Contract:WWTP Routine Operations KWRU WWTP Ops- Sent Greg manual for turblex blowers and info about the blower.	0.75	\$115.00	\$86.25
6/23/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, email with Greg re Isco sampler, filtration device with pressure regulator	0.25	\$190.00	\$47.50
6/23/2017	Steve Suggs	Contract:WWTP Routine Operations KWRU WWTP- Correspondence with Greg about ISCO samplers and blower issues. Discussed samplers with Ed.	0.50	\$115.00	\$57.50
6/26/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, call with Greg re variance for weekend, put together FDEP chronology on staffing	1.00	\$190.00	\$190.00
6/28/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, discuss blower surging with Steve, call and discuss with Greg, recommend calibration of linear actuators	0.75	\$190.00	\$142.50
6/28/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, review Isco sampler data, contact KLWTD re sampler pressure issues, advise Greg that regulator not needed	0.50	\$190.00	\$95.00
6/30/2017	Ed Castle	Contract:WWTP Routine Operations KWRU, Ops, review permits, mods, variance, send email to Bill Robertson asking for 6hrs per day clarification	0.75	\$190.00	\$142.50
6/30/2017	Steve Suggs	Contract:WWTP Routine Operations	2.00	\$115.00	\$230.00
		KWRU WWTP- Site visit with Chris and Greg to go over rehab project scope and items that need to be replaced.	181181	• 530,000	*****

Total Service Amount: \$991.25

Amount Due This Invoice: \$991.25

This invoice is due on 7/7/2017

WEILER ENGINEERING CORPORATION

Professional Convince



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306, Punta Gorda, FL 33950 Tel; 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

Invoice

Invoice Date: Dec 6, 2016

Invoice Num: 45849

Billing Through: Nov 30, 2016

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

Studies/Misc. (16013.001-170:010) - Managed by (Ed Castle)

LLOIS2210(10)	Selvices				
<u>Date</u>	Employee	Description	Hours	<u>Rate</u>	<u>Amount</u>
11/10/2016	Ed Castle	Contract:Contract KWRU, MISC, review Evoqua proposal for rehob of existing WWTPs, send comments to Greg, suggest on-site meeting	0.50	\$190.00	\$95.00
11/29/2016	Ed Castle	Contract:Contract KWRU, MISC, draft sole source letter for rehab/upgrades to two existing treatment trains	1.00	\$190.00	\$190.00
			Total Servi	ce Amount:	\$285.00

Amount Due This Invoice: \$285.00

This invalce is due on 12/6/2016

Account Summary

Services BTD	ý á	Expenses BTD	į	Last Inv Num		Last Inv Date		Last Inv Amt	i A	Last Pay Amt	Prev Unpaid	\mt
\$427.50	flashers y	\$0.00	Ţ	45787	1	11/3/2016	40 At-	\$142.50	2	\$142.50	\$0.00	

Total Amount Due Including This Invoice: \$285.00

PAYABLE UPON RECEIPT

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp. 201 W. Marion Ave, Suite 1306

201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

Invoice

Invoice Date: Aug 3, 2017

invoice Num: 46339

Billing Through: Jul 31, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

KWGC (16013.001-170:014) - Managed by (Ed Castle)

Profession	al Services				
<u>Date</u> 7/5/2017	Employee Ed Castle	Description Contract:KWGC	Hours	Rate	Amoun
770,2517	20 00110	KL filters & rehab, mark up scope of work from Chris for rehab of old plans, CCC replacements	0.75	\$190.00	\$142.50
7/6/2017	Ed Castle	Contract:KWGC KWRU, Filters & Rehab, meet with Steve, review scope for old plants rehab and filters/CCC replacement	0.75	\$190.00	\$142.50
7/11/2017	Cameron Kenyon	Contract:KWGC	0.50	\$55.00	\$27.50
		KWRU - Steve showed me what and how he needs me to edit the past CCC's and Filters for KWRU			
7/11/2017	Cameron Kenyon	Contract:KWGC	0.25	\$55.00	\$13.75
		KWRU - Scanning in old blue print and making 4 copies.			THE PERSON
7/11/2017	Steve Suggs	Contract:KWGC	1.50	411-44	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3,646,36993	KWRU WWTP- Correspondence with Bart & Greg about WWTP rehab. Correspondence with Tommy Tyson about filter/CCC replacement cost and scope. Continued to markup Existing tank scope & looked into stair issue.	1.50	\$115.00	\$172.50
The same of the sa		Sicritor Dashing Tank Scape & locked into stall issue.			
7/12/2017	Cameron Kenyon	Contract:KWGC	8.00	\$55.00	\$440.00
		KWRU Filter & CCC Replacement Design - Putting together bid sets for CCC/Filter replacements			
7/12/2017	Steve Suggs	Contract:KWGC KWRU WWTP- KWRU Filter &CCC Replacement- Worked on specs and plans for KWRU filter/ CCC replacement.	3.00	\$115.00	\$345.00
7/13/2017	Cameron Kenyan	Contract;KWGC	4.50	\$55.00	\$247,50
		KWRU Fitter & CCC Replacement Design - Designing Underdrain and CCC Plans. Putting together bid sets for CCC/Fitter replacements			

FKAA CORRECTIONS RECEIVED APRIL 2017

		GALLONS	CORRECT	GALLONS	\$6.30 PER
<u>ACCOUNT</u>	<u>DATE</u>	BILLED	<u>GALLONS</u>	<u>DIFFERENCE</u>	<u>1000 GALS</u>
CREATIVE CHOICE HOMES	10/25/2017	248,300	2,483,000	2,234,700	\$14,078.61
(Stock Island Apartments)	1/24/2017	405,122	2,729,401	2,324,279	\$14,642.96
FLORIDA KEYS COMM COLLEGE	12/28/2016	43,654	458,370	414,716	\$2,612.71
	1/24/2017	36,806	368,060	331.254	\$2,086.90
	2/21/2017	40,201	402,010	361,809	\$2,279.40
	3/27/2017	42,274	422,740	380,466	\$2,396.94
KW HEALTH & REHABILITATION	9/26/2016	0	215,800	215,800	\$1,359.54
	1/24/2017	31,783	317,830	286,047	\$1,802.10
	2/21/2017	34,601	346,010	311,409	\$1,961.88
	3/27/2017	39,518	395,180	355,662	\$2,240.67
KW MARINA INVESTMENTS	12/28/2016	74,392	629,525	555,133	\$3,497.34
	• •	•	·	•	
Key West Harbor Yacht Club)	1/24/2017	0	453,880	453,880	\$2,859.44
	2/21/2017	57,571	575,710	518,139	\$3,264.28
	3/27/2017	70,003	700,300	630,027	\$3,969.17
LOWER KEYS MEDICAL CENTER	3/27/2017	99,284	992,840	893,556	\$5,629.40
MERIDIAN WEST	12/28/2016	30,916	309,160	278,244	\$1,752.94
	3/27/2017	47,294	473,200	425,906	\$2,683.21
5730 FOURTH AVENUE	3/29/2017	16,067	25,128	9,061	\$57.08
(Liz Trailer Park)					

\$69,174.57

		Time	
Sept 26-Oct 10	Paychex	Available	
Chris Johnson	86.67 🗸		
		/	
Judi Irizarry	86.67 🏏		
0 11111		_	
Greg wright	86.67 🗸		
Kaitlin Bianchi	86.67		
Sheri Lovering	86.67 🗸		
		/	
		-	
Overtime	J. 12 V	12 (P)	
Joe Schober	88.68 🏑	0 (V)	Added 6 hrs straight time for being on call Sept 25-Oct 1
Overtime	7.85	0 (P)	
Tim Sunderman	88	33.35 (V)	
Overtime	3.42 🗸	20 (P)	
Daniel Pumar	72 76 🗸	20.01 (\(\)	Added 6 hrs straight time for being on call Sept 18-24
Overtime	0	12 (P)	Added 6 hrs straight time for being on call Sept 18-24
Jeffrey Morse	0E /	- 0.24 (1/)	Added 6 has startight three for help and 10 40 6
Overtime	11.33		Added 6 hrs straight time for being on call Oct 2-8
		_	
	94 🗸	13,34 (V)	Added 6 hrs straight time for being on call Sept 25-Oct 1
Overtime	25.86 🗸	8 (P)	
Mark Streisel	94 🗸	13.34 (V)	Added 6 hrs straight time for being on call Sept 25-Oct 1
Overtime	17.1	8 (P)	
Pohert Dermaharm	0.1	0.00	
Overtime	94 🏏	0 (V)	Added 6 hrs straight time for being on call Oct 2-8
	Chris Johnson Judi Irizarry Greg Wright Kaitlin Bianchi Sheri Lovering Pierre Amboise Overtime Overtime Tim Sunderman Overtime Daniel Pumar Overtime Jeffrey Morse Overtime Chris Henderson Overtime	Chris Johnson 86.67 Judi Irizarry 86.67 Greg Wright 86.67 Kaitlin Bianchi 86.67 Sheri Lovering 86.67 Pierre Amboise 86.68 Overtime 5.12 Joe Schober 88.68 Overtime 7.85 Tim Sunderman 88 Overtime 3.42 Daniel Pumar 72.76 Overtime 0 Jeffrey Morse 85 Overtime 11.33 Chris Henderson 94 Overtime 94 Overtime 17.1	Sept 26-Oct 10 Paychex Available Chris Johnson 86.67 Image: Chris Johnson Image: Chris Johnson Available Judi Irizarry 86.67 Image: Chris Johnson Image: Chris Johns

Submit @ 11:30 16/11/17
Ok G7

Employee Name: AMBOISE, PIERRE

Page 2 of 22

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/26/2017 01:00 AM Thru 10/11/2017 01:00 AM

					Printed	: 11-Oct-1	7 09:31 AI
Status Absent	Actual Thu Sep 28	Edited	<u>In/Out</u>	Reg	Ot1	Ot2	<u>Total</u>
Absent							
	Fri Sep 29						
Absent	Mon Oct 02						
Absent	Tue Oct 03						
Absent	Wed Oct 04						
Absent	Thu Oct 05						
Absent	Fri Oct 06						
Absent	Mon Oct 09						
Absent	Tue Oct 10						
	Tue Sep 26 07:02 AM	Tue Sep 26 07:02 AM	In				
	Tue Sep 26 08:07 AM	Tue Sep 26 08:07 AM	Out	1.083			
	Tue Sep 26 08:45 AM	Tue Sep 26 08:45 AM	In				
	Tue Sep 26 12:00 PM	Tue Sep 26 12:00 PM	Out	3.250			
	Tue Sep 26 12:42 PM	Tue Sep 26 12:42 PM	In				
	Tue Sep 26 03:30 PM	Tue Sep 26 03:30 PM	Out	2.800			7.133
	Wed Sep 27 07:07 AM	Wed Sep 27 07:07 AM	In				
	Wed Sep 27 07:56 AM	Wed Sep 27 07:56 AM	Out	0.817			
	Wed Sep 27 08:32 AM	Wed Sep 27 08:32 AM	In				
	Wed Sep 27 03:16 PM	Wed Sep 27 03:16 PM	Out	6.733			7.550
		Weekly SubTotal		14.683			14.683
			Total	14.68	0.00	0.00	14.68

Week 1 14.48 keg hrs 5.12 of hrs (from last phyperiod) + 72 keg hrs (out on workers comp) 86.68 keg hrs

Employee Name: DERRYBERRY, ROBERT

Page 1 of 2

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

<u>Status</u>	Actual	Edited	<u>In/Out</u>	Reg	Ot1	Ot2	7 09:42 AN Total
Absent	Sat Sep 30						
Absent	Sun Oct 01						
Absent	Sat Oct 07						
Absent	Sun Oct 08						
Added	Tue Sep 26 04:00 AM	Tue Sep 26 04:00 AM	+ In				
Added	Tue Sep 26 06:00 AM	Tue Sep 26 06:00 AM	+ Out	(2.000)			
Added	Tue Sep 26 07:00 AM	Tue Sep 26 07:00 AM	+ In				
Added	Tue Sep 26 12:00 PM	Tue Sep 26 12:00 PM	+ Out	5.000			
Added	Tue Sep 26 12:30 PM	Tue Sep 26 12:30 PM	+ In				
	Tue Sep 26 03:55 PM	Tue Sep 26 03:55 PM	Out	3.417			10.417
	Wed Sep 27 07:03 AM	Wed Sep 27 07:03 AM	In				
Edited	Tue Sep 26 12:00 PM	Wed Sep 27 12:00 PM	+ Out	4.950			
	Wed Sep 27 12:31 PM	Wed Sep 27 12:31 PM	In				
	Wed Sep 27 04:13 PM	Wed Sep 27 04:13 PM	Out	3.700			8.650
	Thu Sep 28 07:02 AM	Thu Sep 28 07:02 AM	In				
	Thu Sep 28 03:38 PM	Thu Sep 28 03:38 PM	Out	8.600			8.600
	Fri Sep 29 07:03 AM	Fri Sep 29 07:03 AM	In				
	Fri Sep 29 12:07 PM	Fri Sep 29 12:07 PM	Out	5.067			
Edited	Fri Sep 29 03:30 PM	Fri Sep 29 12:30 PM	+ In				
	Fri Sep 29 03:30 PM	Fri Sep 29 03:30 PM	Out	3.000			8.067
Deleted	Sat Sep 30 12:37 PM	Sat Sep 30 12:37 PM	+				
	A THE RESERVE TO THE PARTY OF T	Weekly SubTotal	فالبرق بالتاج علا	35.733		ijI.	35.733
	Mon Oct 02 07:00 AM	Mon Oct 02 07:00 AM	In				
	Mon Oct 02 12:20 PM	Mon Oct 02 12:20 PM	Out	5.333			
	Mon Oct 02 12:54 PM	Mon Oct 02 12:54 PM	In				
	Mon Oct 02 04:04 PM	Mon Oct 02 04:04 PM	Out	3.167			8.500
	Tue Oct 03 06:57 AM	Tue Oct 03 06:57 AM	In				
	Tue Oct 03 11:55 AM	Tue Oct 03 11:55 AM	Out	4.967			
	Tue Oct 03 12:26 PM	Tue Oct 03 12:26 PM	In				
	Tue Oct 03 03:43 PM	Tue Oct 03 03:43 PM	Out	3.283			
Added	Tue Oct 03 10:30 PM	Tue Oct 03 10:30 PM	+ In				
Added	Wed Oct 04 12:30 AM	Wed Oct 04 12:30 AM	Ol + Out	(2.000)			10.250
	Wed Oct 04 06:57 AM	Wed Oct 04 06:57 AM	In				
	Wed Oct 04 11:56 AM	Wed Oct 04 11:56 AM	Out	4.983			
	Wed Oct 04 12:30 PM	Wed Oct 04 12:30 PM	In				
	Wed Oct 04 03:32 PM	Wed Oct 04 03:32 PM	Out	3.033			8.017
	Thu Oct 05 06:59 AM	Thu Oct 05 06:59 AM	In	IZNA/D	U 0127	770	

Employee Name: DERRYBERRY, ROBERT

Page 2 of 2

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

						Time	u. 11-0ct-1	7 09:42 AI
<u>Status</u>	Actual	<u>Edited</u>		In/Out	Reg	Ot1	Ot2	<u>Total</u>
	Thu Oct 05 11:55 AM	Thu Oct 05 11:55 AM		Out	4.933			
	Thu Oct 05 12:26 PM	Thu Oct 05 12:26 PM		In				
Added	Thu Oct 05 03:30 PM	Thu Oct 05 03:30 PM		+ Out	3.067			
Added	Thu Oct 05 03:31 PM	Thu Oct 05 03:31 PM	TI	+ In				
Added	Thu Oct 05 07:31 PM	Thu Oct 05 07:31 PM	01	+ Out	(4.000)			12.000
	Fri Oct 06 07:09 AM	Fri Oct 06 07:09 AM		In				
	Fri Oct 06 11:57 AM	Fri Oct 06 11:57 AM		Out	4.800			
	Fri Oct 06 12:30 PM	Fri Oct 06 12:30 PM		In				
	Fri Oct 06 04:02 PM	Fri Oct 06 04:02 PM		Out	3.533			8.333
		Weekly SubTotal			47.100			47.100
Added	Mon Oct 09 04:59 AM	Mon Oct 09 04:59 AM	T	+ In				
Added	Mon Oct 09 06:59 AM	Mon Oct 09 06:59 AM		+ Out	(2.000)			
Added	Mon Oct 09 07:00 AM	Mon Oct 09 07:00 AM		+ In	-			
Added	Mon Oct 09 12:00 PM	Mon Oct 09 12:00 PM		+ Out	5.000			
Added	Mon Oct 09 12:30 PM	Mon Oct 09 12:30 PM		+ In				
	Mon Oct 09 01:03 PM	Mon Oct 09 01:03 PM		Out	0.550			
	Mon Oct 09 01:31 PM	Mon Oct 09 01:31 PM		In				
	Mon Oct 09 04:53 PM	Mon Oct 09 04:53 PM		Out	3.367			10.917
	Tue Oct 10 06:57 AM	Tue Oct 10 06:57 AM		In				
	Tue Oct 10 12:22 PM	Tue Oct 10 12:22 PM		Out	5.417			
	Tue Oct 10 01:02 PM	Tue Oct 10 01:02 PM		In				
	Tue Oct 10 03:38 PM	Tue Oct 10 03:38 PM		Out	2.600			8.017
		Weekly SubTotal			18.933			18.933
Nur!	1 32 key hrs	3.73 othrs		Total	101.77	0.00	0.00	101.77
Neck	2 40 Keghis	7.1 oths				/	2.930 next perio)This
NUK	3 14 Kighrs						DCH ()c] '
	88 keg hrs	10.83 07						
	+ 6 hrs for	being on call 0	C+	2-8				
	94 rees							

Employee Name: HENDERSON, CHRIS

Page 7 of 22

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status	<u>Actual</u>	Edited	In/O4	D		: 11-Oct-1	
Absent	Sat Oct 07	<u>Edited</u>	In/Out	Reg	Ot1	Ot2	<u>Total</u>
Absent	Sun Oct 08						
	Tue Sep 26 07:00 AM	Tue Sep 26 07:00 AM	In				
	Tue Sep 26 11:59 AM	Tue Sep 26 11:59 AM	Out	4.983			
	Tue Sep 26 12:30 PM	Tue Sep 26 12:30 PM	In				
	Tue Sep 26 03:30 PM	Tue Sep 26 03:30 PM	Out	3.000			7.983
	Wed Sep 27 06:57 AM	Wed Sep 27 06:57 AM	In				
	Wed Sep 27 11:58 AM	Wed Sep 27 11:58 AM	Out	5.017			
	Wed Sep 27 12:28 PM	Wed Sep 27 12:28 PM	In				
	Wed Sep 27 03:31 PM	Wed Sep 27 03:31 PM	Out	3.050			
Added	Wed Sep 27 09:29 PM	Wed Sep 27 09:29 PM	+ In				
Added	Wed Sep 27 11:29 PM	Wed Sep 27 11:29 PM	+ Out	(2.000)			10.067
	Thu Sep 28 06:59 AM	Thu Sep 28 06:59 AM	In				
	Thu Sep 28 11:59 AM	Thu Sep 28 11:59 AM	Out	5.000			
	Thu Sep 28 12:26 PM	Thu Sep 28 12:26 PM	In				
	Thu Sep 28 03:30 PM	Thu Sep 28 03:30 PM	Out	3.067			8.067
Added	Fri Sep 29 03:58 AM	Fri Sep 29 03:58 AM	+ In				
Added	Fri Sep 29 05:58 AM	Fri Sep 29 05:58 AM	+ Out	2.000			
	Fri Sep 29 06:55 AM	Fri Sep 29 06:55 AM	In				
	Fri Sep 29 12:06 PM	Fri Sep 29 12:06 PM	Out	5.183			
	Fri Sep 29 12:37 PM	Fri Sep 29 12:37 PM	In				
	Fri Sep 29 03:30 PM	Fri Sep 29 03:30 PM	Out	2.883			
Added	Fri Sep 29 05:21 PM	Fri Sep 29 05:21 PM	+ In				
Added	Fri Sep 29 07:21 PM	Fri Sep 29 07:21 PM	+ Out	2,000			
Added	Fri Sep 29 07:30 PM	Fri Sep 29 07:30 PM	+ In				
Added	Fri Sep 29 09:30 PM	Fri Sep 29 09:30 PM	+ Out	2/000			14.067
	Sat Sep 30 07:07 AM	Sat Sep 30 07:07 AM	In	1			
	Sat Sep 30 08:25 AM	Sat Sep 30 08:25 AM	Out	1/300			
Added	Sat Sep 30 02:14 PM	Sat Sep 30 02:14 PM	+ In				
Added	Sat Sep 30 04:14 PM	Sat Sep 30 04:14 PM	+ Out	2.000			
Added	Sat Sep 30 07:29 PM	Sat Sep 30 07:29 PM	+ In				
Added	Sat Sep 30 09:29 PM	Sat Sep 30 09:29 PM	+ Out	2,000			5.300
		Weekly SubTotal		45.483			45.483
	Sun Oct 01 07:08 AM	Sun Oct 01 07:08 AM	In				
	Sun Oct 01 10:03 AM	Sun Oct 01 10:03 AM	Out	2.917			
Added	Sun Oct 01 11:33 AM	Sun Oct 01 11:33 AM	+ In				
Added	Sun Oct 01 01:33 PM	Sun Oct 01 01:33 PM	+ Out	2.KW)R	LI 012	774	

Employee Name: HENDERSON, CHRIS

Page 8 of 22

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

				O AIVI		Printe	ed: 11-Oct-17	09:31 AM
	Status	Actual	Edited	In/Out	Reg	Ot1	Ot2	Total
	Added	Sun Oct 01 02:39 PM	Sun Oct 01 02:39 PM	T + In				
	Added	Sun Oct 01 04:39 PM	Sun Oct 01 04:39 PM	+ Out	2(000)			6.917
		Mon Oct 02 06:59 AM	Mon Oct 02 06:59 AM	In	Transplanter (c) To other scott			
		Mon Oct 02 12:00 PM	Mon Oct 02 12:00 PM	Out	5.017			
		Mon Oct 02 12:30 PM	Mon Oct 02 12:30 PM	In				
		Mon Oct 02 03:30 PM	Mon Oct 02 03:30 PM	Out	3.000			8.017
		Tue Oct 03 07:01 AM	Tue Oct 03 07:01 AM	In				
		Tue Oct 03 11:59 AM	Tue Oct 03 11:59 AM	Out	4.967	17/17		
		Tue Oct 03 12:28 PM	Tue Oct 03 12:28 PM	In				
	Deleted	Tue Oct 03 12:28 PM	Tue Oct 03 12:28 PM					
		Tue Oct 03 03:30 PM	Tue Oct 03 03:30 PM	Out	3.033			8.000
		Wed Oct 04 06:53 AM	Wed Oct 04 06:53 AM	In				
		Wed Oct 04 12:01 PM	Wed Oct 04 12:01 PM	Out	5.133			
		Wed Oct 04 12:29 PM	Wed Oct 04 12:29 PM	In				
		Wed Oct 04 03:30 PM	Wed Oct 04 03:30 PM	Out	3.017			8.150
		Thu Oct 05 06:57 AM	Thu Oct 05 06:57 AM	In				I TOWN
		Thu Oct 05 11:56 AM	Thu Oct 05 11:56 AM	Out	4.983			
		Thu Oct 05 12:25 PM	Thu Oct 05 12:25 PM	In				TET B
		Thu Oct 05 03:30 PM	Thu Oct 05 03:30 PM	Out	3.083			8.067
		Fri Oct 06 06:59 AM	Fri Oct 06 06:59 AM	In				
		Fri Oct 06 12:10 PM	Fri Oct 06 12:10 PM	Out	5.183			
		Fri Oct 06 12:35 PM	Fri Oct 06 12:35 PM	In				
		Fri Oct 06 03:30 PM	Fri Oct 06 03:30 PM	Out	2.917			8.100
	184		Weekly SubTotal		47.250		in Rey	47.250
		Mon Oct 09 06:54 AM	Mon Oct 09 06:54 AM	In	esta anno attendo de la como de l			
		Mon Oct 09 12:06 PM	Mon Oct 09 12:06 PM	Out	5.200			
		Mon Oct 09 12:31 PM	Mon Oct 09 12:31 PM	In				
		Mon Oct 09 03:30 PM	Mon Oct 09 03:30 PM	Out	2.983			8.183
		Tue Oct 10 06:58 AM	Tue Oct 10 06:58 AM	In				
		Tue Oct 10 11:58 AM	Tue Oct 10 11:58 AM	Out	5.000			1152
		Tue Oct 10 12:24 PM	Tue Oct 10 12:24 PM	In				
		Tue Oct 10 03:31 PM		Out	3.117			8.117
1	NULL 1	32 keg hrs 20.4	OT Weekly SubTotal		16.300			16.300
h	Neck 2	40 kg hrs . 33	70	Total	109.03	0.00	0.00	109.03
	Week 3	. Ile mans 5.13	OTWeekly SubTotal OT OT (From last payper OT	101)			/ 2	OTHIS
	* * #	200 114 25 01	n T	MUN COLL	Sant 25-0	k+1	ne	ot his
				- Or i call	Sept 25-C KWR	U 01'	2775	nod
		94 res			1 \ V V I \			

Employee Name: MORSE, JEFFREY

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status	Andreal	77.74			Printed	l: 11-Oct-17	7 09:31 AN
Status Absent	<u>Actual</u> Fri Sep 29	<u>Edited</u>	<u>In/Out</u>	Reg	Ot1	Ot2	<u>Total</u>
Absent	Sat Sep 30						
Absent	Sun Oct 01						
	Tue Sep 26 07:20 AM	Tue Sep 26 07:20 AM	In				
	Tue Sep 26 11:55 AM	Tue Sep 26 11:55 AM	Out	4.583			
	Tue Sep 26 12:31 PM	Tue Sep 26 12:31 PM	In				
	Tue Sep 26 03:27 PM	Tue Sep 26 03:27 PM	Out	2.933			7.517
	Wed Sep 27 06:56 AM	Wed Sep 27 06:56 AM	In			JE JE	
	Wed Sep 27 11:59 AM	Wed Sep 27 11:59 AM	Out	5.050			
Eign.	Wed Sep 27 12:36 PM	Wed Sep 27 12:36 PM	In				
	Wed Sep 27 03:31 PM	Wed Sep 27 03:31 PM	Out	2.917			7.967
	Thu Sep 28 07:00 AM	Thu Sep 28 07:00 AM	In				
	Thu Sep 28 11:56 AM	Thu Sep 28 11:56 AM	Out	4.933			
	Thu Sep 28 12:26 PM	Thu Sep 28 12:26 PM	In				
	Thu Sep 28 03:27 PM	Thu Sep 28 03:27 PM	Out	3.017			7.950
		Weekly SubTotal	II JE TOUS	23.433			23.433
	Mon Oct 02 06:58 AM	Mon Oct 02 06:58 AM	In				
	Mon Oct 02 12:11 PM	Mon Oct 02 12:11 PM	Out	5.217			
	Mon Oct 02 12:36 PM	Mon Oct 02 12:36 PM	In				
	Mon Oct 02 03:30 PM	Mon Oct 02 03:30 PM	Out	2.900			8.117
	Tue Oct 03 06:45 AM	Tue Oct 03 06:45 AM	In				
	Tue Oct 03 03:29 PM	Tue Oct 03 03:29 PM	Out	8.733			
Added	Tue Oct 03 10:30 PM	Tue Oct 03 10:30 PM	+ In				
Added	Wed Oct 04 12:30 AM	Wed Oct 04 12:30 AM	+ Out	2.000			10.733
	Wed Oct 04 07:03 AM	Wed Oct 04 07:03 AM	In				
	Wed Oct 04 11:56 AM	Wed Oct 04 11:56 AM	Out	4.883			76.0
	Wed Oct 04 12:39 PM	Wed Oct 04 12:39 PM	In				
	Wed Oct 04 03:30 PM	Wed Oct 04 03:30 PM	Out	2.850			7.733
	Thu Oct 05 07:01 AM	Thu Oct 05 07:01 AM	In				1005 100
	Thu Oct 05 11:55 AM	Thu Oct 05 11:55 AM	Out	4.900			
	Thu Oct 05 12:25 PM	Thu Oct 05 12:25 PM	In				
Deleted	Thu Oct 05 12:25 PM	Thu Oct 05 12:25 PM					W.
	Thu Oct 05 03:32 PM	Thu Oct 05 03:32 PM	Out	3.117			8.017
	Fri Oct 06 06:56 AM	Fri Oct 06 06:56 AM	In				
	Fri Oct 06 11:56 AM	Fri Oct 06 11:56 AM	Out	5.000			
	Fri Oct 06 12:43 PM	Fri Oct 06 12:43 PM	In				
	Fri Oct 06 03:49 PM	Fri Oct 06 03:49 PM	Out	3.100 KWR	11040	770	

TIME CARD REPORT Employee Name: MORSE, JEFFREY Page 13 of 22 Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2 For The Pay Period: 09/26/2017 01:00 AM Thru 10/11/2017 01:00 AM Printed: 11-Oct-17 09:31 AM **Status Actual Edited** In/Out Reg Ot1 Ot2 **Total** Added Fri Oct 06 06:30 PM Fri Oct 06 06:30 PM + In Added Fri Oct 06 10:00 PM Fri Oct 06 10:00 PM + Out 8.500 11.600 Added Sat Oct 07 06:00 AM Sat Oct 07 06:00 AM + In Edited Sat Oct 07 07:30 AM Sat Oct 07 08:00 AM (+ Out 2.000 2.000 Weekly SubTotal 48.200 48.200 Sun Oct 08 07:16 AM Sun Oct 08 07:16 AM In Sun Oct 08 10:06 AM Sun Oct 08 10:06 AM (2.833)Out 2.833 Added Mon Oct 09 04:59 AM Mon Oct 09 04:59 AM + In Added Mon Oct 09 06:59 AM Mon Oct 09 06:59 AM + Out 2/.000 Added Mon Oct 09 07:00 AM Mon Oct 09 07:00 AM + In Mon Oct 09 12:06 PM Mon Oct 09 12:06 PM Out 5.100 Mon Oct 09 12:45 PM Mon Oct 09 12:45 PM In Mon Oct 09 03:30 PM Mon Oct 09 03:30 PM Out 2.750 9.850 Tue Oct 10 06:55 AM Tue Oct 10 06:55 AM In Tue Oct 10 11:53 AM Tue Oct 10 11:53 AM Out 4.967 Tue Oct 10 12:23 PM Tue Oct 10 12:23 PM In Tue Oct 10 03:30 PM Tue Oct 10 03:30 PM Out 3.117 8.083 Weekly SubTotal 20.767 20.767

WULL 1 23.43 keg his .3 OT (from lest pay period) Week 2 40 Key hrs 11.030T Week 3 15.93 keg hrs

Total

0.00

92.40

79.34 reg 11.33 DT + 6 × 85 Key

* on call Oct 2-8

92.40

0.00

KWRU 012777

Employee Name: PUMAR, DANIEL

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status Absent	Actual Fri Son 20	Edited	<u>In/Out</u>	Reg	<u>Ot1</u>	11-Oct-1 Ot2	Tota
	Fri Sep 29 Oct						
Absent	Sat Sep 30						
Absent	Sun Oct 01	,					
Absent	Mon Oct 02 Oct						
Absent	Sat Oct 07						
Absent	Sun Oct 08						
Absent	Tue Oct 10 Out	,					
Added	Tue Sep 26 04:00 AM	Tue Sep 26 04:00 AM	+ In		1131		
Added	Tue Sep 26 06:00 AM	Tue Sep 26 06:00 AM	+ Out	(2.000)			
	Tue Sep 26 07:06 AM	Tue Sep 26 07:06 AM	In	LE LE LE		-	
	Tue Sep 26 03:25 PM	Tue Sep 26 03:25 PM	Out	8.317			10.31
	Wed Sep 27 07:03 AM	Wed Sep 27 07:03 AM	In				
	Wed Sep 27 11:58 AM	Wed Sep 27 11:58 AM	Out	4.917			
	Wed Sep 27 12:38 PM	Wed Sep 27 12:38 PM	In	S FLY			
	Wed Sep 27 03:27 PM	Wed Sep 27 03:27 PM	Out	2.817			
Added	Wed Sep 27 09:29 PM	Wed Sep 27 09:29 PM	- + In				
Added	Wed Sep 27 11:29 PM	Wed Sep 27 11:29 PM	+ Out	2.000			9.73
	Thu Sep 28 07:09 AM	Thu Sep 28 07:09 AM	In				
	Thu Sep 28 11:56 AM	Thu Sep 28 11:56 AM	Out	4.783			
	Thu Sep 28 12:33 PM	Thu Sep 28 12:33 PM	In				
	Thu Sep 28 03:29 PM	Thu Sep 28 03:29 PM	Out	2.933			7.71
		Weekly SubTotal		27.767			27.76
	Tue Oct 03 06:56 AM	Tue Oct 03 06:56 AM	In				
	Tue Oct 03 11:59 AM	Tue Oct 03 11:59 AM	Out	5.050			
	Tue Oct 03 12:37 PM	Tue Oct 03 12:37 PM	In				
	Tue Oct 03 03:27 PM	Tue Oct 03 03:27 PM	Out	2.833			7.88
	Wed Oct 04 07:01 AM	Wed Oct 04 07:01 AM	In				1341
	Wed Oct 04 11:56 AM	Wed Oct 04 11:56 AM	Out	4.917			
	Wed Oct 04 12:34 PM	Wed Oct 04 12:34 PM	In				
	Wed Oct 04 03:28 PM	Wed Oct 04 03:28 PM	Out	2.900			7.81
	Thu Oct 05 07:02 AM	Thu Oct 05 07:02 AM	In				
	Thu Oct 05 11:55 AM	Thu Oct 05 11:55 AM	Out	4.883			
	Thu Oct 05 12:40 PM	Thu Oct 05 12:40 PM	In				
				0.800			
	Thu Oct 05 03:28 PM	Thu Oct 05 03:28 PM	Out	2.800			16X
	Thu Oct 05 03:28 PM Fri Oct 06 07:06 AM	Thu Oct 05 03:28 PM Fri Oct 06 07:06 AM	Out	2.800			7.683
		Thu Oct 05 03:28 PM Fri Oct 06 07:06 AM Fri Oct 06 11:54 AM	Out In Out	4.800			7.683

Employee Name: PUMAR, DANIEL

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For the r	ay ren	tou: 09/2	20/201/ 01:0	U AIVI	I nru 10	/11/201/ 01:0	JU AIYI					
										Printed	: 11-Oct-17	09:31 AM
<u>Status</u>		Actu			<u>Edit</u>	<u>ed</u>		In/Out	Reg	<u>Ot1</u>	Ot2	Total
	Fri	Oct 06	03:26 PM	Fri	Oct 06	03:26 PM		Out	2.817			7.617
		NI		W	eekly S	ubTotal			31.000			31.000
	Mon	Oct 09	07:04 AM	Mon	Oct 09	07:04 AM		In				
	Mon	Oct 09	03:07 PM	Mon	Oct 09	03:07 PM		Out	8.050			8.050
				W	eekly S	ubTotal			8.050			8.050
Neck	1	27.7	Lo regr	ors				Total	66.82	0.00	0.00	66.82
Week Week	2	31	Keyt	rs							050	This pay
Week	3	8	neg t	nrs							perio	4
		(olo.	76 200	175								
	,	+ 10	₩.				*	on call	Sept 18	-24		
		72.	74 keg	hrs								

Employee Name: SCHOBER, JOSEPH

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status	Andrea	77.1				7 09:31 AN
Status Absent	Actual Sat Oct 07	<u>Edited</u>	<u>In/Out</u>	Reg Ot1	<u>Ot2</u>	Total
Absent	Sun Oct 08					
Added	Tue Sep 26 04:00 AM	Tue Sep 26 04:00 AM	+ In			
Added	Tue Sep 26 06:00 AM	Tue Sep 26 06:00 AM	+ Out	(2.000)		
	Tue Sep 26 06:56 AM	Tue Sep 26 06:56 AM	In			
	Tue Sep 26 12:00 PM	Tue Sep 26 12:00 PM	Out	5.067		
	Tue Sep 26 12:35 PM	Tue Sep 26 12:35 PM	In			
	Tue Sep 26 03:27 PM	Tue Sep 26 03:27 PM	Out	2.867		9.933
Added	Wed Sep 27 04:00 AM	Wed Sep 27 04:00 AM	+ In			
Added	Wed Sep 27 06:00 AM	Wed Sep 27 06:00 AM	+ Out	(2.000)		
	Wed Sep 27 07:03 AM	Wed Sep 27 07:03 AM	In			
	Wed Sep 27 11:58 AM	Wed Sep 27 11:58 AM	Out	4.917		
	Wed Sep 27 12:36 PM	Wed Sep 27 12:36 PM	In			
	Wed Sep 27 03:27 PM	Wed Sep 27 03:27 PM	Out	2.850		9.767
	Thu Sep 28 07:05 AM	Thu Sep 28 07:05 AM	In			
	Thu Sep 28 11:56 AM	Thu Sep 28 11:56 AM	Out	4.850		
	Thu Sep 28 12:36 PM	Thu Sep 28 12:36 PM	In			
	Thu Sep 28 03:30 PM	Thu Sep 28 03:30 PM	Out	2.900		7.750
	Fri Sep 29 07:06 AM	Fri Sep 29 07:06 AM	In			
	Fri Sep 29 03:30 PM	Fri Sep 29 03:30 PM	Out	8.400		8.400
Added	Sat Sep 30 07:29 PM	Sat Sep 30 07:29 PM	+ In			
Added	Sat Sep 30 09:29 PM	Sat Sep 30 09:29 PM	+ Out	2.000		2.000
		Weekly SubTotal		37.850		37.850
Added	Sun Oct 01 11:33 AM	Sun Oct 01 11:33 AM	+ In			
Added	Sun Oct 01 01:33 PM	Sun Oct 01 01:33 PM	+ Out	2.000		2.000
	Mon Oct 02 07:08 AM	Mon Oct 02 07:08 AM	In			
	Mon Oct 02 12:01 PM	Mon Oct 02 12:01 PM	Out	4.883		
	Mon Oct 02 12:39 PM	Mon Oct 02 12:39 PM	In			
	Mon Oct 02 03:30 PM	Mon Oct 02 03:30 PM	Out	2.850		7.733
	Tue Oct 03 07:07 AM	Tue Oct 03 07:07 AM	In			
	Tue Oct 03 12:00 PM	Tue Oct 03 12:00 PM	Out	4.883		
	Tue Oct 03 12:40 PM	Tue Oct 03 12:40 PM	In			
	Tue Oct 03 03:22 PM	Tue Oct 03 03:22 PM	Out	2.700		7.583
	Wed Oct 04 07:05 AM	Wed Oct 04 07:05 AM	In			1, 1
	Wed Oct 04 11:56 AM	Wed Oct 04 11:56 AM	Out	4.850		
	Wed Oct 04 12:33 PM	Wed Oct 04 12:33 PM	In			
	Wed Oct 04 03:29 PM	Wed Oct 04 03:29 PM	Out	^{2.033} WRU 012	780	7.783

Employee Name: SCHOBER, JOSEPH

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/26/2017 01:00 AM Thru 10/11/2017 01:00 AM

						Printed	: 11-Oct-1	7 09:31 AN
Status	Thu 4	Actual Oct 05 07:09 AM	Edited Thu Oct 05 07:09 AM	<u>In/Out</u>	Reg	Ot1	Ot2	<u>Total</u>
		Oct 05 12:01 PM		In	4.067			
		Oct 05 12:32 PM	Thu Oct 05 12:01 PM Thu Oct 05 12:32 PM	Out	4.867			
		Oct 05 03:30 PM	Thu Oct 05 12:32 PM Thu Oct 05 03:30 PM	In	2007			5 000
		Oct 06 06:56 AM	Fri Oct 06 06:56 AM	Out	2.967			7.833
		Oct 06 10:56 AM	Fri Oct 06 10:56 AM	In	4.000			4.000
	111 0	70.30 AIVI	Weekly SubTotal	Out	4.000			4.000
	Mon (Oct 09 06:53 AM	Mon Oct 09 06:53 AM	In	36.933			36.933
		Oct 09 12:57 PM	Mon Oct 09 12:57 PM	Out	6.067			
		Oct 09 01:41 PM	Mon Oct 09 01:41 PM	In	0.007			
		Oct 09 03:27 PM	Mon Oct 09 03:27 PM	Out	1.767			7.833
		Oct 10 07:00 AM	Tue Oct 10 07:00 AM	In	1.707			1.833
		Oct 10 11:59 AM	Tue Oct 10 11:59 AM	Out	4.983			
		Oct 10 12:34 PM	Tue Oct 10 12:34 PM	In	1.703			
		Oct 10 03:30 PM	Tue Oct 10 03:30 PM	Out	2.933			7.917
			Weekly SubTotal		15.750			15.750
				Total	90.53	0.00	0.00	90.53
Neck	1 3	32 keephrs	7.85 OT hrs					, , ,
NILK	2 3	34.13 Keytrs	7.85 OT hrs					
WLLK	3 1	5.75 Kuh	3					

82.48 kg 1.85 + 4 * 88.48 kg

* on rall Sept 25-Oct 1

Employee Name: STREISEL, MARK

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

CA-4	A 4 7				Printed	l: 11-Oct-1'	7 09:31 AI
Status Absent	Actual Sat Oct 07	Edited	<u>In/Out</u>	Reg	Ot1	Ot2	Total
Absent	Sun Oct 08						
	Tue Sep 26 06:52 AM	Tue Sep 26 06:52 AM	In				
	Tue Sep 26 12:00 PM	Tue Sep 26 12:00 PM	Out	5.133			
	Tue Sep 26 12:31 PM	Tue Sep 26 12:31 PM	In				
	Tue Sep 26 03:31 PM	Tue Sep 26 03:31 PM	Out	3.000			8.133
	Wed Sep 27 06:48 AM	Wed Sep 27 06:48 AM	In				
	Wed Sep 27 11:57 AM	Wed Sep 27 11:57 AM	Out	5.150			
	Wed Sep 27 12:29 PM	Wed Sep 27 12:29 PM	In				
	Wed Sep 27 03:30 PM	Wed Sep 27 03:30 PM	Out	3.017			
Added	Wed Sep 27 09:29 PM	Wed Sep 27 09:29 PM	+ In				
Added	Wed Sep 27 11:29 PM	Wed Sep 27 11:29 PM	+ Out	2.000			10.167
	Thu Sep 28 06:29 AM	Thu Sep 28 06:29 AM	In				
	Thu Sep 28 11:56 AM	Thu Sep 28 11:56 AM	Out	5.450			
	Thu Sep 28 12:25 PM	Thu Sep 28 12:25 PM	In				
	Thu Sep 28 03:30 PM	Thu Sep 28 03:30 PM	Out	3.083			8.533
	Fri Sep 29 06:53 AM	Fri Sep 29 06:53 AM	In				
	Fri Sep 29 11:59 AM	Fri Sep 29 11:59 AM	Out	5.100			
	Fri Sep 29 12:27 PM	Fri Sep 29 12:27 PM	In				
	Fri Sep 29 03:30 PM	Fri Sep 29 03:30 PM	Out	3.050			8.150
Added	Sat Sep 30 07:29 PM	Sat Sep 30 07:29 PM	+ In				
Added	Sat Sep 30 09:29 PM	Sat Sep 30 09:29 PM	+ Out	2.000			2.000
		Weekly SubTotal		36.983			36.983
	Sun Oct 01 06:54 AM	Sun Oct 01 06:54 AM	In				
	Sun Oct 01 10:03 AM	Sun Oct 01 10:03 AM	Out	3(150)			
Added	Sun Oct 01 11:33 AM	Sun Oct 01 11:33 AM	+ In	^			
Added	Sun Oct 01 01:33 PM	Sun Oct 01 01:33 PM	+ Out	2.000			5.150
	Mon Oct 02 06:35 AM	Mon Oct 02 06:35 AM	In			U. I	
	Mon Oct 02 12:00 PM	Mon Oct 02 12:00 PM	Out	5.417			
	Mon Oct 02 12:32 PM	Mon Oct 02 12:32 PM	In			- 1	
	Mon Oct 02 03:30 PM	Mon Oct 02 03:30 PM	Out	2.967			8.383
	Tue Oct 03 06:52 AM	Tue Oct 03 06:52 AM	In				
	Tue Oct 03 11:55 AM	Tue Oct 03 11:55 AM	Out	5.050			
	Tue Oct 03 12:25 PM	Tue Oct 03 12:25 PM	In				
	Tue Oct 03 03:30 PM	Tue Oct 03 03:30 PM	Out	3.083			8.133
	Wed Oct 04 06:41 AM	Wed Oct 04 06:41 AM	In				
	Wed Oct 04 11:55 AM	Wed Oct 04 11:55 AM	Out	5.233 KWR	11040	700	

Employee Name: STREISEL, MARK

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Ved Oct 0 Thu Oct 0 Thu Oct 0 Thu Oct 0 Thu Oct 0 Tri Oct 06 Tri Oct 06 Tri Oct 06 Tri Oct 06	14 12:30 PM 4 03:30 PM 5 06:55 AM 5 11:55 AM 5 12:25 PM 5 03:30 PM 6 06:39 AM 6 11:56 AM 6 12:24 PM 6 03:30 PM	Wed Oct 04 Wed Oct 04 Thu Oct 05 Thu Oct 05 Thu Oct 05 Thu Oct 05 Fri Oct 06 Fri Oct 06 Fri Oct 06 Fri Oct 06	03:30 PM 06:55 AM 11:55 AM 12:25 PM 03:30 PM 06:39 AM 11:56 AM	In/Out In Out In Out In Out In Out In Out	3.000 5.000 3.083	Ot1	Ot2	Total 8.233 8.083
Thu Oct 0: Thu Oct 0: Thu Oct 0: Thu Oct 0: Tri Oct 06 Tri Oct 06 Tri Oct 06 Tri Oct 06	5 06:55 AM 5 11:55 AM 5 12:25 PM 5 03:30 PM 6 06:39 AM 6 11:56 AM 6 12:24 PM	Thu Oct 05 Thu Oct 05 Thu Oct 05 Thu Oct 05 Fri Oct 06 Fri Oct 06 Fri Oct 06	06:55 AM 11:55 AM 12:25 PM 03:30 PM 06:39 AM 11:56 AM	In Out In Out In	5.000 3.083			
Thu Oct 06 Thu Oct 06 Tri Oct 06	5 11:55 AM 5 12:25 PM 5 03:30 PM 6 06:39 AM 6 11:56 AM 6 12:24 PM	Thu Oct 05 Thu Oct 05 Thu Oct 05 Fri Oct 06 Fri Oct 06 Fri Oct 06	11:55 AM 12:25 PM 03:30 PM 06:39 AM 11:56 AM	Out In Out In	3.083			8.083
Thu Oct 0. Thu Oct 0. Tri Oct 06	5 12:25 PM 5 03:30 PM 6 06:39 AM 6 11:56 AM 6 12:24 PM	Thu Oct 05 Thu Oct 05 Fri Oct 06 Fri Oct 06 Fri Oct 06	12:25 PM 03:30 PM 06:39 AM 11:56 AM	In Out In	3.083			8.083
Thu Oct 06 Fri Oct 06 Fri Oct 06 Fri Oct 06 Fri Oct 06	5 03:30 PM 6 06:39 AM 6 11:56 AM 6 12:24 PM	Thu Oct 05 Fri Oct 06 Fri Oct 06 Fri Oct 06	03:30 PM 06:39 AM 11:56 AM	Out In				8.083
Fri Oct 06 Fri Oct 06 Fri Oct 06 Fri Oct 06	06:39 AM 11:56 AM 12:24 PM	Fri Oct 06 Fri Oct 06 Fri Oct 06	06:39 AM 11: 56 AM	In				8.083
Fri Oct 06 Fri Oct 06 Fri Oct 06 Ion Oct 09	11:56 AM 12:24 PM	Fri Oct 06 Fri Oct 06	11:56 AM		5.000			
Fri Oct 06 Fri Oct 06 Ion Oct 09	12:24 PM	Fri Oct 06		Out	5.000			
Fri Oct 06 Ion Oct 09			12:24 PM		5.283			
Ion Oct 09	03:30 PM	Fri Oct 06		In				
			03:30 PM	Out	3.100			8.383
		Weekly S	ubTotal		46.367			46.367
	9 06:33 AM	Mon Oct 09	06:33 AM	In				
Ion Oct 0	9 12:57 PM	Mon Oct 09	12:57 PM	Out	6.400			
Ion Oct 0	9 01:25 PM	Mon Oct 09	01:25 PM	In	1971			
	9 03:30 PM	Mon Oct 09	03:30 PM	Out	2.083			8.483
		Tue Oct 10	06:33 AM	In				
		Tue Oct 10	11:56 AM	Out	5.383			
ue Oct 10	12:26 PM	Tue Oct 10	12:26 PM	In				
ue Oct 10	03:32 PM	Tue Oct 10	03:32 PM	Out	3.100			8.483
		Weekly St	ubTotal		16.967			16.967
				Total	100.32	0.00	0.00	100.32
32	. Reghts	10.1307	•					
- UO	ve his	1.720	7					
		11 22 0	T (0: \0	ala au acia	1	Y	LIKT	Pry
16	Key his	5.75	- (tron 10)	St hay ben	ue J	1	ocnod	
88	ug his	17.10	T					
1 10	*	The state of the s		* on	call Su	pt 25	i- Oct	
					,	•		
74								
l	32 . 40	16 Key hrs 88 Key hrs + 6*	10 Oct 10 11:56 AM Tue Oct 10 10 Oct 10 12:26 PM Tue Oct 10 10 Oct 10 03:32 PM Tue Oct 10 Weekly St 32 Reg hrs 10.1307 10 Reg hrs 1.220 10 Reg hrs 5.75 (88 Reg hrs 17.1 (11 11 11 11 11 11 11 11 11 11 11 11 11	Tue Oct 10 11:56 AM Tue Oct 10 11:56 AM Tue Oct 10 12:26 PM Tue Oct 10 12:26 PM Tue Oct 10 03:32 PM Weekly SubTotal 32 Reg hrs 10.1307 40 Reg hrs 1.2207 Tue Oct 10 03:32 PM Weekly SubTotal	Total 10. 13. 13. 13. 13. 13. 13. 13. 13. 13. 13	The Oct 10 11:56 AM The Oct 10 11:56 AM Out 5.383 The Oct 10 12:26 PM The Oct 10 12:26 PM In The Oct 10 03:32 PM Out 3.100 Weekly SubTotal 16.967 Total 100.32 32 Reg hrs 10.1307 10 Reg hrs 5.75 OT (from 10st pay period) 88 Reg hrs 17.1 OT + 6 ** On Call Se	Total 10.13.07 Weekly SubTotal 10.13.07 He New York Street Stre	Total 10.13.07 Weekly SubTotal 10.13.07 Weekly SubTotal 10.13.07 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00 Total 100.32 0.00 0.00 Total 100.32 0.00 0.00 Weekly SubTotal 100.32 0.00 0.00 Total 100.32 0.00 0.00

Employee Name: SUNDERMAN, TIM

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Ct.					Printed: 11-0	Oct-17 09:31 AM
Status Absent	Actual Sat Sep 30	Edited	<u>In/Out</u>	Reg	Ot1 C	Ot2 Total
Absent	Sun Oct 01					
Absent	Sat Oct 07					
Absent	Sun Oct 08					
	Tue Sep 26 06:54 AM	Tue Sep 26 06:54 AM	In			
	Tue Sep 26 12:17 PM	Tue Sep 26 12:17 PM	Out	5.383		
	Tue Sep 26 12:40 PM	Tue Sep 26 12:40 PM	In			
	Tue Sep 26 03:43 PM	Tue Sep 26 03:43 PM	Out	3.050		8.433
	Wed Sep 27 06:52 AM	Wed Sep 27 06:52 AM	In			
	Wed Sep 27 11:58 AM	Wed Sep 27 11:58 AM	Out	5.100		
	Wed Sep 27 12:28 PM	Wed Sep 27 12:28 PM	In			
	Wed Sep 27 03:45 PM	Wed Sep 27 03:45 PM	Out	3.283		8.383
	Thu Sep 28 06:51 AM	Thu Sep 28 06:51 AM	In			
	Thu Sep 28 12:03 PM	Thu Sep 28 12:03 PM	Out	5.200		
	Thu Sep 28 12:32 PM	Thu Sep 28 12:32 PM	In			
	Thu Sep 28 03:30 PM	Thu Sep 28 03:30 PM	Out	2.967		8.167
	Fri Sep 29 06:54 AM	Fri Sep 29 06:54 AM	In			
	Fri Sep 29 12:06 PM	Fri Sep 29 12:06 PM	Out	5.200		
Added	Fri Sep 29 12:30 PM	Fri Sep 29 12:30 PM	+ In			
	Fri Sep 29 03:30 PM	Fri Sep 29 03:30 PM	Out	3.000		8.200
	the state of the s	Weekly SubTotal		33.183		33.183
	Mon Oct 02 06:52 AM	Mon Oct 02 06:52 AM	In			
	Mon Oct 02 12:04 PM	Mon Oct 02 12:04 PM	Out	5.200		
	Mon Oct 02 12:30 PM	Mon Oct 02 12:30 PM	In			
	Mon Oct 02 03:30 PM	Mon Oct 02 03:30 PM	Out	3.000		8.200
	Tue Oct 03 06:50 AM	Tue Oct 03 06:50 AM	In			
	Tue Oct 03 11:59 AM	Tue Oct 03 11:59 AM	Out	5.150		
	Tue Oct 03 12:25 PM	Tue Oct 03 12:25 PM	In			
	Tue Oct 03 03:47 PM	Tue Oct 03 03:47 PM	Out	3.367		8.517
	Wed Oct 04 06:53 AM	Wed Oct 04 06:53 AM	In			
	Wed Oct 04 12:00 PM	Wed Oct 04 12:00 PM	Out	5.117		
	Wed Oct 04 12:30 PM	Wed Oct 04 12:30 PM	In			
	Wed Oct 04 03:30 PM	Wed Oct 04 03:30 PM	Out	3.000		8.117
	Thu Oct 05 06:50 AM	Thu Oct 05 06:50 AM	In			
	Thu Oct 05 12:15 PM	Thu Oct 05 12:15 PM	Out	5.417		
	Thu Oct 05 12:40 PM	Thu Oct 05 12:40 PM	In			
	Thu Oct 05 04:13 PM	Thu Oct 05 04:13 PM	Out	3.550VF	RU 01278	4 8.967

Employee Name: SUNDERMAN, TIM

Page 21 of 22

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

				*						Printe	d: 11-Oct-1	7 09:31 AM
Status	D :	Actu		_	Edit			In/Out	Reg	Ot1	Ot2	<u>Total</u>
			06:50 AM			06:50 AM		In				
			12:08 PM			12:08 PM		Out	5.300			
			12:35 PM 03:30 PM			12:35 PM		In	2.015			0.04=
	I'II '	00100	03.30 PW			03:30 PM		Out	2.917			8.217
	Mon	Oct 09	06:52 AM			ubTotal 06:52 AM		In	42.017			42.017
			11:56 AM			11:56 AM		Out	5.067			
			12:28 PM			12:28 PM		In	3.007			
			03:34 PM			03:34 PM		Out	3.100			8.167
			06:50 AM			06:50 AM		In	3.100			0.107
			11:54 AM			11:54 AM		Out	5.067			
	Tue	Oct 10	12:24 PM			12:24 PM		In	Ja Unami			
	Tue	Oct 10	03:42 PM	Tue Oct	10	03:42 PM		Out	3.300			8.367
				Weekl	y Si	ıbTotal			16.533			16.533
					2	IT CAN	a last.	Total	91.73	0.00	0.00	91.73
Nuk	1	32	neo, his	1.18	U	TP	enod)	Jey				
Week	2	40	Ken	2.02	Ū	Ţ					.53	or or
	R	W.	***								nex.	† pay
WLIK	5		eeg)			_					Sell	OCT
		88 v	en	3,1	13	OT						

JAMES O	AND THE REAL PROPERTY.		Time					
2017	Sept 11-25	Paychex	Available					
Salaried	Chris Johnson	86.67 🗸			-		1	
Salaried	Judi Irizarry	86.67	/					
Salaried	Greg Wright	86.67 🗸	j				-	
			/	es .				
Salaried	Kaitlin Bianchi	86.67 🏏	30.71		+		-	
Salaried	Sheri Lovering	86.67						
Hourly	Pierre Amboise	19.48 🗸	6.66 (V)			*		
	Overtime	8.28 🗸	8 (P)					2
Hourly	Joe Schober	76.33 🍫	0 (V)					
	Overtime	15.7 🗸	0 (P)		+	+	1	-
Hourly	Tim Sunderman	94 🗸	33.35 (V)					
	Overtime	64.5 🏑	20 (P)		+-	+		
Hourly	Daniel Pumar	43.57 🏏	20.01 (V)					
	Overtime	12 🗸	12 (P)		-	+		American Control of the Control of t
Hourly	Jeffrey Morse	62.27 🗸	0.31 (V)					
	Overtime	95.5 v	12 (P)		+	-	-	
Hourly	Chris Henderson	80.15	13.34 (V)					
	Overtime	44.62 🗸	8 (P)		-			
Hourly	Mark Streisel	86.78 🗸	6.67 (V)					
	Overtime	46.47 🗸	4 (P)		-	+		
Hourly	Robert Derryberry	48 🏑	0 (V)					
	Overtime	0 🗸	0 (P)					

Called in to Justin 4:30pm 9/27/17
all Ow - Gg

	9/15 Paycheck	Owes/Owed	9/30 Paycheck
Pierre Amboise	80	owes 25.7 reg hrs	19.48 reg hrs
T	0	owed 8.28 OT	8.28 OT hrs
KEI			17.48 reg hrs KI
oe Schober	80	owes 24.01 reg hrs	76.33 reg hrs
T	0	owed 0 OT hrs	15.7 OT hrs
im Sunderman	80	nothing	94 reg hrs
T	0	owed 35.18 OT hrs	64.5 OT hrs
aniel Pumar	80	owes 38.27 reg hrs	43.57 reg hrs
T	0	owed 0 OT hrs	12 OT hrs
effrey Morse	80	owes 19.7 reg hrs	62.27 reg hrs
т	0	owed 0 OT hrs	5.5 OT hrs
hris Henderson	80	owes 13.85 reg hrs	80.15 reg hrs
т	0	owed 16.12 OT hrs	44.62 OT hrs
lark Streisel	80	owes 7.22 reg hrs	86.78 reg hrs
T	0	owed 16.65 OT hrs	46.47 OT hrs
Robert Derryberry	0	was not employed	48 reg hrs
			0 OT hrs

Employee Name: A - KEI, PIERRE

Page 1 of 14

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

Status	Actual	Edited	In/Out	Reg O	t1 Ot2	Total
Absent	Mon Sep 11					
Absent	Tue Sep 12					
Absent	Wed Sep 13					
Absent	Thu Sep 14					
Absent	Fri Sep 15					
Absent	Mon Sep 18					
	Tue Sep 19 07:57 AM	Tue Sep 19 07:57 AM	In			
	Tue Sep 19 08:45 AM	Tue Sep 19 08:45 AM	Out	0.800		
	Tue Sep 19 09:15 AM	Tue Sep 19 09:15 AM	In			
	Tue Sep 19 10:05 AM	Tue Sep 19 10:05 AM	Out	0.833		
	Tue Sep 19 10:05 AM	Tue Sep 19 10:05 AM	In			
	Tue Sep 19 12:08 PM	Tue Sep 19 12:08 PM	Out	2.050		3.683
	Wed Sep 20 08:04 AM	Wed Sep 20 08:04 AM	In			
	Wed Sep 20 08:23 AM	Wed Sep 20 08:23 AM	Out	0.317		0.317
	Thu Sep 21 07:53 AM	Thu Sep 21 07:53 AM	In			
	Thu Sep 21 08:29 AM	Thu Sep 21 08:29 AM	Out	0.600		0.600
	Fri Sep 22 07:44 AM	Fri Sep 22 07:44 AM	In			
	Fri Sep 22 11:41 AM	Fri Sep 22 11:41 AM	Out	3.950		3.950
		Weekly SubTotal		8.550		8.550
	Mon Sep 25 08:32 AM	Mon Sep 25 08:32 AM	In			
	Mon Sep 25 11:05 AM	Mon Sep 25 11:05 AM	Out	2.550		2.550
		Weekly SubTotal		2.550		2.550
			Total	11.10 0.	0.00	11.10

Done 9/20/17@ 10:00 Am W/ John Rodriguez

Employee Name: AMBOISE, PIERRE

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

Printed: 26-Sep-17 11:49 AM **Status** Actual Edited In/Out Ot2 Reg <u>Ot1</u> **Total** Absent Mell Mon Sep 11 Absent Tue Sep 12 Absent Wed Sep 13 Absent Thu Sep 14 Absent Fri Sep 15 Mon Sep 18 07:05 AM Mon Sep 18 07:05 AM In 4.950 Mon Sep 18 12:02 PM Mon Sep 18 12:02 PM Out Mon Sep 18 12:34 PM Mon Sep 18 12:34 PM In 7.933 Mon Sep 18 03:33 PM 2.983 Mon Sep 18 03:33 PM Out Tue Sep 19 07:09 AM Tue Sep 19 07:09 AM In 0.800 Tue Sep 19 07:57 AM Tue Sep 19 07:57 AM Out Tue Sep 19 08:45 AM Tue Sep 19 08:45 AM In Tue Sep 19 09:15 AM Tue Sep 19 09:15 AM Out 0.500 In Tue Sep 19 10:05 AM Tue Sep 19 10:05 AM Tue Sep 19 12:09 PM Tue Sep 19 12:09 PM Out 2.067 Tue Sep 19 12:38 PM Tue Sep 19 12:38 PM In 6.250 Tue Sep 19 03:31 PM Tue Sep 19 03:31 PM Out 2.883 Wed Sep 20 07:06 AM Wed Sep 20 07:06 AM In Wed Sep 20 08:04 AM Wed Sep 20 08:04 AM Out 0.967 Wed Sep 20 08:23 AM Wed Sep 20 08:23 AM In Out 7.450 8.417 Wed Sep 20 03:50 PM Wed Sep 20 03:50 PM Thu Sep 21 07:04 AM In Thu Sep 21 07:04 AM Thu Sep 21 07:53 AM Thu Sep 21 07:53 AM Out 0.817 Thu Sep 21 08:29 AM Thu Sep 21 08:29 AM In Thu Sep 21 12:00 PM Thu Sep 21 12:00 PM Out 3.517 In Thu Sep 21 12:31 PM Thu Sep 21 12:31 PM 3.000 7.333 Thu Sep 21 03:31 PM Thu Sep 21 03:31 PM Out Fri Sep 22 07:01 AM Fri Sep 22 07:01 AM In Fri Sep 22 07:44 AM Fri Sep 22 07:44 AM Out 0.717Fri Sep 22 11:41 AM Fri Sep 22 11:41 AM In Out 0.317 Fri Sep 22 12:00 PM Fri Sep 22 12:00 PM Fri Sep 22 12:34 PM Fri Sep 22 12:34 PM In Fri Sep 22 03:30 PM Fri Sep 22 03:30 PM Out 2.933 3.967 Weekly SubTotal 33.900 33.900 Mon Sep 25 07:09 AM Mon Sep 25 07:09 AM In Out 1.383 Mon Sep 25 08:32 AM Mon Sep 25 08:32 AM Mon Sep 25 11:05 AM Mon Sep 25 11:05 AM In KWRU 012789

Employee Name: AMBOISE, PIERRE

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

Printed: 26-Sep-17 11:49 AM Ot2 **Total Status Edited** In/Out Reg Ot1 Actual 0.967 Mon Sep 25 12:03 PM Out Mon Sep 25 12:03 PM Mon Sep 25 12:35 PM In Mon Sep 25 12:35 PM 2.933 Mon Sep 25 03:31 PM Mon Sep 25 03:31 PM Out Mon Sep 25 06:02 PM + In Added Mon Sep 25 06:02 PM + Out 5.117 10.400 Mon Sep 25 11:09 PM Added Mon Sep 25 11:09 PM 10,400 10.400 Weekly SubTotal 44.30 0.000.00 44.30 **Total**

Week 1 & hrs Week 2 33.9 hrs Week 3 5.28 hrs 5.120Thrs

39.18

+ 6 hrs straight time on call trug 28- Sept 4.

45.18

- 25.7 orrpd last pyck

19.48 reghts

Employee Name: DERRYBERRY, ROBERT

Page 1 of 1

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status	<u>Actual</u>	Edited	In/Out	Reg	Ot1	Ot2	Total
Absent	Mon Sep 11						
Absent	Tue Sep 12						
Absent	Wed Sep 13						
Absent	Thu Sep 14						
Absent	Fri Sep 15						
Absent	Sat Sep 16						
Absent	Sun Sep 17						
Absent	Sat Sep 23					al (a)	
Absent	Sun Sep 24						
Added	Mon Sep 18 07:00 AM	Mon Sep 18 07:00 AM	+ In				
Added	Mon Sep 18 03:00 PM	Mon Sep 18 03:00 PM	+ Out	8.000			8.000
Added	Tue Sep 19 07:00 AM	Tue Sep 19 07:00 AM	+ In				Hig.
Added	Tue Sep 19 03:00 PM	Tue Sep 19 03:00 PM	+ Out	8.000			8.000
Added	Wed Sep 20 07:00 AM	Wed Sep 20 07:00 AM	+ In				
Added	Wed Sep 20 03:00 PM	Wed Sep 20 03:00 PM	+ Out	8.000			8.000
Added	Thu Sep 21 07:00 AM	Thu Sep 21 07:00 AM	+ In				
Added	Thu Sep 21 03:00 PM	Thu Sep 21 03:00 PM	+ Out	8.000			8.000
Added	Fri Sep 22 07:00 AM	Fri Sep 22 07:00 AM	+ In				
Added	Fri Sep 22 03:00 PM	Fri Sep 22 03:00 PM	+ Out	8.000			8.000
		Weekly SubTotal		40.000			40.000
Added	Mon Sep 25 07:00 AM	Mon Sep 25 07:00 AM	+ In				
Added	Mon Sep 25 03:00 PM	Mon Sep 25 03:00 PM	+ Out	8.000			8.000
		Weekly SubTotal		8.000			8.000
			Total	48.00	0.00	0.00	48.00

Employee Name: HENDERSON, CHRIS

- Page 4 of 14

Payroll Group: TimeTrax Payroll / Employee Group: GROUP.2

Status	<u>Actual</u>	Edited	In/Out	Reg Ot1 Ot2	Total
Absent	Mon Sep 11 & M	S RUT			
Absent	Tue Sep 12	2.07			
Absent	Wed Sep 13 Q	2.5 01			
Absent	Thu Sep 14 🕺	2 01			
Absent	Fri Sep 15 g	3.5 UT			
Absent	Sat Sep 16	10 01			
Absent	Sun Sep 17				
Absent	Sat Sep 23				
Absent	Sun Sep 24				
	Mon Sep 18 06:57 AM	Mon Sep 18 06:57 AM	In		
	Mon Sep 18 12:01 PM	Mon Sep 18 12:01 PM	Out	5.067	
	Mon Sep 18 12:28 PM	Mon Sep 18 12:28 PM	In		
	Mon Sep 18 03:33 PM	Mon Sep 18 03:33 PM	Out	3.083	8.150
	Tue Sep 19 07:00 AM	Tue Sep 19 07:00 AM	In		
	Tue Sep 19 12:00 PM	Tue Sep 19 12:00 PM	Out	5.000	
	Tue Sep 19 12:29 PM	Tue Sep 19 12:29 PM	In		
	Tue Sep 19 03:32 PM	Tue Sep 19 03:32 PM	Out	3.050	8.05
	Wed Sep 20 07:00 AM	Wed Sep 20 07:00 AM	In	NAME OF TAXABLE PARTY.	
	Wed Sep 20 11:59 AM	Wed Sep 20 11:59 AM	Out	4.983	
	Wed Sep 20 12:27 PM	Wed Sep 20 12:27 PM	In		
	Wed Sep 20 03:32 PM	Wed Sep 20 03:32 PM	Out	3.083	8.06
	Thu Sep 21 06:56 AM	Thu Sep 21 06:56 AM	In		
Added	Thu Sep 21 12:00 PM	Thu Sep 21 12:00 PM	+ Out	5.067	
	Thu Sep 21 12:27 PM	Thu Sep 21 12:27 PM	In		
	Thu Sep 21 03:32 PM	Thu Sep 21 03:32 PM	Out	3.083	8.150
	Fri Sep 22 06:57 AM	Fri Sep 22 06:57 AM	In		
	Fri Sep 22 12:08 PM	Fri Sep 22 12:08 PM	Out	5.183	
111	Fri Sep 22 12:38 PM	Fri Sep 22 12:38 PM	In		
	Fri Sep 22 03:32 PM	Fri Sep 22 03:32 PM	Out	2.900	8.083
		Weekly SubTotal		40.500	40.500
	Mon Sep 25 07:00 AM	Mon Sep 25 07:00 AM	In		
	Mon Sep 25 11:59 AM	Mon Sep 25 11:59 AM	Out	4.983	
	Mon Sep 25 12:29 PM	Mon Sep 25 12:29 PM	In		
	Mon Sep 25 03:31 PM	Mon Sep 25 03:31 PM	Out	3.033	
Added	Mon Sep 25 06:02 PM	Mon Sep 25 06:02 PM DT	+ In		
Added	Mon Sep 25 11:09 PM	Mon Sep 25 11:09 PM	+ Out	8.117	13.133
		Weekly SubTotal		¹³ kWRU 012792	13.133

Employee Name: HENDERSON, CHRIS

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

Printed: 27-Sep-17 10:21 AM **Status Actual Edited** In/Out Reg Ot1 Ot2 **Total Total** 53.63 0.00 0.00 53.63 Week 1 40 keghrs 28 oths Week 2 40 keghrs .50T Week 3 8 keghrs J5.13 OT hrs next pay pendd 88 kg hrs 28.5 othis -+ 6 on call Ag 28-Sept4 94 reg - 13.85 ovrpd last pyck 80.15 reghts

+ 16.12 UT his oved from last pyck = 44.62 or

Employee Name: MORSE, JEFFREY

Page 6 of 14

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status	Actual	<u>Edited</u>	In/Out	Reg	Ot1	27-Sep-1	Total
Absent	Mon Sep 11			2102	011	012	10141
Absent	Tue Sep 12						
Absent	Wed Sep 13	To Strict To Str					
Absent	Thu Sep 14						
Absent	Fri Sep 15 🎖	3.5 OT					
Absent	Sat Sep 16 🙎	2 01					
Absent	Sun Sep 17						
Absent	Mon Sep 18				M II to		
Absent	Sat Sep 23						
Absent	Sun Sep 24						
Added	Tue Sep 19 07:00 AM	Tue Sep 19 07:00 AM	+ In				
	Tue Sep 19 12:23 PM	Tue Sep 19 12:23 PM	Out	5.383			
	Tue Sep 19 12:40 PM	Tue Sep 19 12:40 PM	Ín				
1000	Tue Sep 19 03:31 PM	Tue Sep 19 03:31 PM	Out	2.850		1. 21	8.233
	Wed Sep 20 07:03 AM	Wed Sep 20 07:03 AM	In				
Added	Wed Sep 20 12:00 PM	Wed Sep 20 12:00 PM	+ Out	4.950	1 14 5		hely.
Added	Wed Sep 20 12:30 PM	Wed Sep 20 12:30 PM	+ In				
	Wed Sep 20 03:39 PM	Wed Sep 20 03:39 PM	Out	3.150			8.100
	Thu Sep 21 06:56 AM	Thu Sep 21 06:56 AM	In				
	Thu Sep 21 11:55 AM	Thu Sep 21 11:55 AM	Out	4.983			
	Thu Sep 21 12:36 PM	Thu Sep 21 12:36 PM	In				
Deleted	Thu Sep 21 12:36 PM	Thu Sep 21 12:36 PM		111111111			
	Thu Sep 21 03:31 PM	Thu Sep 21 03:31 PM	Out	2.917			7.900
	Fri Sep 22 06:54 AM	Fri Sep 22 06:54 AM	In				
	Fri Sep 22 11:56 AM	Fri Sep 22 11:56 AM	Out	5.033			
	Fri Sep 22 12:29 PM	Fri Sep 22 12:29 PM	In				
	Fri Sep 22 03:29 PM	Fri Sep 22 03:29 PM	Out	3.000			8.033
		Weekly SubTotal		32.267			32.267
	Mon Sep 25 06:44 AM	Mon Sep 25 06:44 AM	In				
	Mon Sep 25 12:02 PM	Mon Sep 25 12:02 PM	Out	5.300			
	Mon Sep 25 12:30 PM	Mon Sep 25 12:30 PM	In				
	Mon Sep 25 03:30 PM	Mon Sep 25 03:30 PM	Out	3.000			8.300
Neel 1	16 hrs 5.50T	Weekly SubTotal		8.300			8.300
Nuk 2	32,27	V.3 UTNIAT pay pariod	Total	40.57	0.00	0.00	40.57
							امار
ភ	0.21	from onpy last paycheck =		1	usinst	me a	Vallare
+ (e 7 On call Sept 5-K)	W2 57	+ 1200	DEI YNG	7267	
67	127-19.7 owed 1	rom orpy ast paycheck=		' 17441	O GIZ	<i>i</i> 3 4	

Employee Name: PUMAR, DANIEL

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status Absent	<u>Actual</u> Mon Sep 11	Edited	In/Out	Reg	Ot1 Ot2	<u>Total</u>
Absent	W-4 C 12	3. 2- IT				
Absent		les 2.5 UI				
Absent	Thu Sep 14 8	2 "				
Absent	- 0	3.5				
Absent	Sat Sep 16 g	" 2 "				
	Sun Sep 17					
Absent	Mon Sep 18					
Absent	Fri Sep 22	T . C . 10 .07.00 AN				
Added	Tue Sep 12 07:00 AM	Tue Sep 12 07:00 AM	+ In			
Added	Tue Sep 12 12:00 PM	Tue Sep 12 12:00 PM 201	+ Out	5.000		5.000
ww. di		Weekly SubTotal		5.000		5.000
Edited	Tue Sep 19 07:55 AM	Tue Sep 19 06:30 AM	In			
	Tue Sep 19 12:00 PM	Tue Sep 19 12:00 PM	Out	5.500		
	Tue Sep 19 12:32 PM	Tue Sep 19 12:32 PM	In			
	Tue Sep 19 03:31 PM	Tue Sep 19 03:31 PM	Out	2.983		8.483
	Wed Sep 20 07:21 AM	Wed Sep 20 07:21 AM	In			
Added	Wed Sep 20 12:00 PM	Wed Sep 20 12:00 PM	+ Out	4.650		
Added	Wed Sep 20 12:30 PM	Wed Sep 20 12:30 PM	+ In			
	Wed Sep 20 03:40 PM	Wed Sep 20 03:40 PM	Out	3.167		7.817
	Thu Sep 21 07:04 AM	Thu Sep 21 07:04 AM	In			
	Thu Sep 21 11:55 AM	Thu Sep 21 11:55 AM	Out	4.850		
	Thu Sep 21 12:39 PM	Thu Sep 21 12:39 PM	In			
	Thu Sep 21 03:31 PM	Thu Sep 21 03:31 PM	Out	2.867		7.717
Added	Sat Sep 23 06:30 PM	Sat Sep 23 06:30 PM	+ In			
Added	Sat Sep 23 11:00 PM	Sat Sep 23 11:00 PM	+ Out	4.500		4.500
		Weekly SubTotal		28.517		28.517
Added	Sun Sep 24 03:00 AM	Sun Sep 24 03:00 AM	+ In			
Added	Sun Sep 24 05:00 AM	Sun Sep 24 05:00 AM	+ Out	2.000		
	Sun Sep 24 07:57 AM	Sun Sep 24 07:57 AM	In			
	Sun Sep 24 09:42 AM	Sun Sep 24 09:42 AM	Out	1.750		
Added	Sun Sep 24 11:00 PM	Sun Sep 24 11:00 PM	+ In			
Added	Mon Sep 25 12:00 AM	Mon Sep 25 01:00 AM	+ Out	2.000		5.750
	Mon Sep 25 07:23 AM	Mon Sep 25 07:23 AM	In			
	Mon Sep 25 11:57 AM	Mon Sep 25 11:57 AM	Out	4.567		
	Mon Sep 25 12:31 PM	Mon Sep 25 12:31 PM	In			
	Mon Sep 25 03:31 PM	Mon Sep 25 03:31 PM	Out	3.000		7.567
		Weekly SubTotal			U 012795	13.317

Status

Employee Name: PUMAR, DANIEL

Edited

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

 In/Out
 Reg
 Ot1
 Ot2
 Total

 Total
 46.83
 0.00
 0.00
 46.83

Week 1 40 keg. hrs 12 othrs Week 2 34.27 Week 3 7.57

Actual

- 38.27 ovr pd last paycheek 43.577 reg hrs

Employee Name: SCHOBER, JOSEPH

Page 9 of 14

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

	<u> </u>				Printed	: 27-Sep-17	10:21 AN
Status Absent	Actual Man San 11	<u>Edited</u>	In/Out	Reg	Ot1	Ot2	<u>Total</u>
	Mon Sep 11						
Absent	Tue Sep 12		na cassas successives for				
Absent	Wed Sep 13	74	I Week !				
Absent	No.	m 2 07					
Absent	Fri Sep 15	3.5 "		€			
Absent	Sat Sep 16	1 2 1					
Absent	Sun Sep 17	2					
Absent	Sun Sep 24						
	Mon Sep 18 07:04 AM	Mon Sep 18 07:04 AM	In				
	Mon Sep 18 03:33 PM	Mon Sep 18 03:33 PM	Out	8.483			8.483
Edited	Tue Sep 19 07:00 AM	Tue Sep 19 06:30 AM	+ In				
	Tue Sep 19 12:23 PM	Tue Sep 19 12:23 PM	Out	5.883	111		
	Tue Sep 19 01:23 PM	Tue Sep 19 01:23 PM	In				
	Tue Sep 19 03:31 PM	Tue Sep 19 03:31 PM	Out	2.133			8.017
Deleted	Wed Sep 20 07:00 AM	Wed Sep 20 07:00 AM	+				
	Wed Sep 20 07:10 AM	Wed Sep 20 07:10 AM	In				
Added	Wed Sep 20 12:00 PM	Wed Sep 20 12:00 PM	+ Out	4.833			
Added	Wed Sep 20 12:30 PM	Wed Sep 20 12:30 PM	+ In				
	Wed Sep 20 03:39 PM	Wed Sep 20 03:39 PM	Out	3.150			7.983
WE.	Thu Sep 21 07:03 AM	Thu Sep 21 07:03 AM	In	HE STATE			
	Thu Sep 21 11:54 AM	Thu Sep 21 11:54 AM	Out	4.850			
allesta.	Thu Sep 21 12:35 PM	Thu Sep 21 12:35 PM	In				Miles.
	Thu Sep 21 03:31 PM	Thu Sep 21 03:31 PM	Out	2.933			
Added	Thu Sep 21 08:15 PM	Thu Sep 21 08:15 PM	+ In				
Added	Thu Sep 21 10:15 PM	Thu Sep 21 10:15 PM	+ Out	2.000			9.783
V The last	Fri Sep 22 06:57 AM	Fri Sep 22 06:57 AM	In	I Later			
	Fri Sep 22 11:58 AM	Fri Sep 22 11:58 AM	Out	5.017			
	Fri Sep 22 12:39 PM	Fri Sep 22 12:39 PM	In				
	Fri Sep 22 03:29 PM	Fri Sep 22 03:29 PM	Out	2.833			7.850
	Sat Sep 23 08:10 AM	Sat Sep 23 08:10 AM	In				
10.00	Sat Sep 23 09:45 AM	Sat Sep 23 09:45 AM	Out	1.583			
Added	Sat Sep 23 06:30 PM	Sat Sep 23 06:30 PM	+ In				
Added	Sat Sep 23 11:00 PM	Sat Sep 23 11:00 PM	+ Out	4.500			6.083
	72. 33 F. D. 11.00 11.1	Weekly SubTotal		48.200			48.200
	Mon Sep 25 07:00 AM	Mon Sep 25 07:00 AM	In	10.200			101200
	Mon Sep 25 11:54 AM	Mon Sep 25 11:54 AM	Out	4.900			
	Mon Sep 25 12:35 PM	Mon Sep 25 12:35 PM	In				
	771011 50p 25 12.55 1 W	1701 50p 25 12.55 1 W	111	KWF	RU 012	797	

Employee Name: SCHOBER, JOSEPH

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Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

					Printed:	27-Sep-17	10:21 AM
Status	<u>Actual</u>	Edited	In/Out	Reg	Ot1	Ot2	Total
	Mon Sep 25 03:31 PM	Mon Sep 25 03:31 PM	Out	2.933			7.833
		Weekly SubTotal		7.833			7.833
	(W 1)	- 3m - m	Total	56.03	0.00	0.00	56.03

Week 1 24 reg hrs 7.5 oths Week 2 40 reg 8.2 othrs Week 3 7.83

71.83 reg 15.7 oths

on call try21-27

77.83 reghts
- 24.01 ovrpd last paycheck

53.82 reg hrs + 22.51 of time available

74.33 keyhrs

Employee Name: STREISEL, MARK

Page 11 of 14

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

Status	<u>Actual</u>	<u>Edited</u>	<u>In/Out</u>	Reg	Ot1	: 27-Sep-17 Ot2	Total
Absent	Sun Sep 17		Th	Fr		8:1	
Absent	Sat Sep 23 Thy	1807 8hr 1207 8hr 1250	T 2 h 12 H	8hr/3.	SUT	100	
Absent	Sun Sep 24	U.V.I. Garage	014) 201				
Added	Mon Sep 11 09:00 AM	Mon Sep 11 09:00 AM	+ In				
Added	Mon Sep 11 03:00 PM	Mon Sep 11 03:00 PM	+ Out	6.000			6.000
Added	Tue Sep 12 07:00 AM	Tue Sep 12 07:00 AM	+ In				
Added	Tue Sep 12 12:00 PM	Tue Sep 12 12:00 PM 59M	+ Out	5.000			5.000
Added	Wed Sep 13 07:00 AM	Wed Sep 13 07:00 AM	+ In				П
Rule			Missed Out	į			
Added	Wed Sep 13 06:30 PM	Wed Sep 13 06:30 PM	+ In				
Rule			Missed Out				
Added	Thu Sep 14 07:00 AM	Thu Sep 14 07:00 AM	+ In				
Added	Thu Sep 14 05:00 PM	Thu Sep 14 05:00 PM	+ Out	10.000			10.000
Added	Fri Sep 15 07:00 AM	Fri Sep 15 07:00 AM	+ In			1.12	
Rule			Missed Out				
Added	Fri Sep 15 06:30 PM	Fri Sep 15 06:30 PM	+ In				
Rule			Missed Out				
Added	Sat Sep 16 08:00 AM	Sat Sep 16 08:00 AM	+ In				
Added	Sat Sep 16 06:00 PM	Sat Sep 16 06:00 PM	+ Out	10.000			10.000
		Weekly SubTotal		31.000			31.000
	Mon Sep 18 06:51 AM	Mon Sep 18 06:51 AM	In				
	Mon Sep 18 12:01 PM	Mon Sep 18 12:01 PM	Out	5.167			
	Mon Sep 18 12:29 PM	Mon Sep 18 12:29 PM	In				
	Mon Sep 18 03:32 PM	Mon Sep 18 03:32 PM	Out	3.050			8.217
	Tue Sep 19 06:34 AM	Tue Sep 19 06:34 AM	In				
	Tue Sep 19 11:59 AM	Tue Sep 19 11:59 AM	Out	-5.417			
	Tue Sep 19 12:28 PM	Tue Sep 19 12:28 PM	In				
	Tue Sep 19 03:31 PM	Tue Sep 19 03:31 PM	Out	3.050			8.467
	Wed Sep 20 06:36 AM	Wed Sep 20 06:36 AM	In				
	Wed Sep 20 11:59 AM	Wed Sep 20 11:59 AM	Out	5.383			
	Wed Sep 20 12:30 PM	Wed Sep 20 12:30 PM	In				
Added	Wed Sep 20 03:30 PM	Wed Sep 20 03:30 PM	+ Out	3.000			8.383
	Thu Sep 21 06:37 AM	Thu Sep 21 06:37 AM	In				
	Thu Sep 21 11:55 AM	Thu Sep 21 11:55 AM	Out	5.300			
	Thu Sep 21 12:28 PM	Thu Sep 21 12:28 PM	In				
	Thu Sep 21 03:32 PM	Thu Sep 21 03:32 PM	Out	3.067			8.367
	Fri Sep 22 06:39 AM	Fri Sep 22 06:39 AM	In	KWF	RU 012	799	

Employee Name: STREISEL, MARK Page 12 of 14 TIME CARD REPORT Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2 For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM Printed: 27-Sep-17 10:21 AM **Status** Actual **Edited** In/Out Reg Ot1 Ot2 **Total** Fri Sep 22 11:59 AM Fri Sep 22 11:59 AM Out 5.333 Fri Sep 22 12:29 PM Fri Sep 22 12:29 PM In Fri Sep 22 03:32 PM Fri Sep 22 03:32 PM Out 3.050 8.383 Weekly SubTotal 41.817 41.817 Mon Sep 25 06:25 AM Mon Sep 25 06:25 AM In Mon Sep 25 11:58 AM Mon Sep 25 11:58 AM Out 5.550 Mon Sep 25 12:29 PM Mon Sep 25 12:29 PM In Mon Sep 25 03:34 PM Mon Sep 25 03:34 PM Out 3.083 Added Mon Sep 25 06:02 PM Mon Sep 25 06:02 PM + In \$.117 Added Mon Sep 25 11:09 PM Mon Sep 25 11:09 PM + Out 13.750 Weekly SubTotal 13.750 13.750 Total 86.57 0.000.0086.57 Week 1 40 reghts 78 of his Here 2 40 reghts 1.82 of 15.75 UT MIS NEXT PRYPERO Week 3 8 rights 88 reg ms 29.82 07 hrs + 6 on call 8pt 4-10 14 reghrs

- 7.22 ovrpd lastpyck 84.78 reghrs

+ 16.65 OT his ONED from 10st pych = 46.47 othos

KWRU 012800

Employee Name: SUNDERMAN, TIM

Page 13 of 14

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

Printed: 27-Sep-17 19:21 AM Status Actual In/Out **Edited** Reg Ot1 Ot2 **Total** Absent Sat Sep 23 T Th FY Sa Sun Sep 24 8 1801 8h 11 W Absent 8hr/1507 0.201 Mon Sep 11 09:00 AM Added Mon Sep 11 09:00 AM + In Added Mon Sep 11 03:00 PM Mon Sep 11 03:00 PM + Out 6.000 Added Mon Sep 11 05:00 PM Mon Sep 11 05:00 PM + In Added Mon Sep 11 07:00 PM Mon Sep 11 07:00 PM + Out 2.000 8.000 Tue Sep 12 07:16 AM In Tue Sep 12 07:16 AM Added Tue Sep 12 05:00 PM Tue Sep 12 05:00 PM + Out 9.733 9.733 Added Wed Sep 13 07:00 AM + In Wed Sep 13 07:00 AM Deleted Wed Sep 13 06:30 PM Wed Sep 13 06:30 PM + Deleted Wed Sep 13 06:30 PM Wed Sep 13 06:30 PM + Rule Missed Out Added Thu Sep 14 07:00 AM Thu Sep 14 07:00 AM + In Thu Sep 14 04:30 PM Added Thu Sep 14 04:30 PM + Out 9.500 9.500 Fri Sep 15 06:58 AM Fri Sep 15 06:58 AM In Fri Sep 15 03:40 PM Fri Sep 15 03:40 PM 8.700 Out 8.700 Sat Sep 16 07:53 AM Sat Sep 16 07:53 AM In Sat Sep 16 06:05 PM Sat Sep 16 06:05 PM Out 10.200 10.200 Weekly SubTotal 46.133 46.133 Sun Sep 17 06:51 AM In Sun Sep 17 06:51 AM Sun Sep 17 09:28 AM Sun Sep 17 09:28 AM Out 2.617 2.617 Mon Sep 18 06:51 AM Mon Sep 18 06:51 AM In Deleted Mon Sep 18 06:56 AM Mon Sep 18 06:56 AM Mon Sep 18 12:02 PM Mon Sep 18 12:02 PM Out 5.183 Mon Sep 18 12:30 PM Mon Sep 18 12:30 PM In Mon Sep 18 03:35 PM Mon Sep 18 03:35 PM Out 3.083 8.267 Tue Sep 19 06:54 AM Tue Sep 19 06:54 AM In Tue Sep 19 11:58 AM Tue Sep 19 11:58 AM Out 5.067 Tue Sep 19 12:29 PM Tue Sep 19 12:29 PM In Tue Sep 19 03:32 PM Tue Sep 19 03:32 PM 3.050 8.117 Out Wed Sep 20 06:53 AM Wed Sep 20 06:53 AM In Wed Sep 20 11:59 AM Wed Sep 20 11:59 AM Out 5.100 Wed Sep 20 12:29 PM Wed Sep 20 12:29 PM In Wed Sep 20 03:35 PM Wed Sep 20 03:35 PM Out 3.100 8,200 Thu Sep 21 06:49 AM Thu Sep 21 06:49 AM In Thu Sep 21 11:59 AM Thu Sep 21 11:59 AM Out 5.167 Thu Sep 21 12:28 PM Thu Sep 21 12:28 PM In KWRU 012801

Employee Name: SUNDERMAN, TIM

Page 14 of 14

Payroll Group: TimeTrax Payroll / Employee Group: GROUP 2

For The Pay Period: 09/11/2017 01:00 AM Thru 09/26/2017 01:00 AM

									Printed:	27-Sep-17	10:21 AN
Status	<u>Actual</u>		<u>Edi</u>	<u>ted</u>	<u>I</u> ı	n/Out	Reg				
	Thu	Sep 21	03:31 PM	Thu Sep 21	03:31 PM		Out	3.050			8.217
	Fri	Sep 22	06:52 AM	Fri Sep 22	06:52 AM		In				
	Fri	Sep 22	12:08 PM	Fri Sep 22	12:08 PM		Out	5.267			
	Fri	Sep 22	12:33 PM	Fri Sep 22	12:33 PM		In				
	Fri	Sep 22	03:37 PM	Fri Sep 22	03:37 PM		Out	3.067			8.333
				Weekly S	SubTotal			43.750			43.750
	Mon	Sep 25	06:52 AM	Mon Sep 25	06:52 AM		In				
	Mon	Sep 25	11:59 AM	Mon Sep 25	11:59 AM		Out	5.117			
	Mon	Sep 25	12:30 PM	Mon Sep 25	12:30 PM		In				
	Mon	Sep 25	03:36 PM	Mon Sep 25	03:36 PM		Out	3.100			8.217
				Weekly S	SubTotal			8.217			8.217
Nu	K I	40	rights	28.2	2 07	T	otal	98.10	0.00	0.00	98.10
Week	_ 2	40	yeg h	5 1.10	T					,	

Week 3 8 reghts 29.32 OT his

+ 6 94 reghrs

on call Aug 21-27

+ 35.18 OT his ONED from 1954 paycheck= 64.50This Battery - Sheri provided her spare Chris Henderson - provided food M. Burkemper - Term p-perwork

9.12.2018 TS MS DP CJGWCH 7AM-SPM

9.13 TS MS DP CJ GW CH 7AM - 5:30 Fm Wed

9.14 TS MS DP CJ GW CH J.S. 7AM-SPM

9.15 TS MS DP CJ 6W CH J5 9700-1830 Fri

9.16 TS MS DP CJ 6W CH JS 0800-1800 Tims

Mon 9-11

Mark Streise

9-11 Won	9-3:00	6
12 Turs	7-12 0000	5
13 mm)	7 - 6:30	11.5
14 Thers	7 - 5:00	10
15 Fr:	7-6:30	11.5
16 SA#	8 - 6:30	10
12 540		

Scit Sur / Mon 9/10 / 9/11 Hark Tim Christi



5825 NW 74th Avenue, Miami FL 33166

Phone: 305-592-4332

Prepared For:

Rob Derryberry - KWRU

1Good Until Date: 1/31/2018

Model: 2545 4WD Shuttle

Attachment & Implement Selections:
Loader: 2540 L Backhoe: 2540B 36" Bucket

Promotions:

MSRP: \$39.266.00

Promotion Total: \$0.00

MAHINDRA VALUE PRICING WITH 0% UP TO 84 MONTHS

'VARIES BY MODEL

MAHINDRA ROCK-BOTTOM PRICING AS LOW AS 1.99% VARIES BY MODEL. PLUS CASH BACK.

. View Financing Tab for Detail

"MAHINDRA'S CHOOSE YOUR OWN SAVINGS - THREE TICKETS"

\$1500.00 CASH BACK ON SELECTED MODEL

WITH MANINDRA FINANCE USA STANDARD RATE

Down Payment: \$0.00 Trade In: \$0.00

0%/60 Sales Price: \$36,114.00 Promotion Discount: \$0.00 Sales Tax: \$2,528.00

60 Month Amount Financed: \$38,642.00 0%/60 Months: \$644.00

0%/72 Sales Price: \$38,014.00 Promotion Discount: \$0.00 Sales Tax: \$2,661.00

72 Month Amount Financed: \$40,675.00

0%/72 Months: \$565.00

0%/84 Sales Price: \$38,014.00 Promotion Discount: \$0.00 Sales Tax: \$2,661.00

84 Month Amount Financed: \$40,675.00

0%/84 Months: \$484.00

Sales Price: \$36,114.00

Rock Bottom Discount: \$1400.00 Promotion Discount: \$0.00

Rock Bottom Sale Price: \$34,714.00

Trade In: \$0.00 Down Payment: \$0.00 Sales Tax: \$2,430.00

Amount Financed: \$37,144.00 1.99%/60 Months: \$651.00 2.99%/72 Months: \$564.00 2.99%/84 Months: \$491.00

With 10% Down: \$33,430.00 0%/60 Months: 557.00 Sales Price: \$36,114.00
Rockbottom Discount: \$1400.00
Promotion Discount: \$0.00

Cash Discount: \$1,500.00 Cash Sale Price: \$33,214.00 Trade-In: \$0.00

Sales Tax: \$2,325.00

Cash Sale Price + Tax: \$35,539.00

Cash Sale Price: \$33,214.00

Trade-In: \$0.00 Down Payment: \$0.00 Sales Tax: \$2,325.00

Amount Financed: \$35,539.00

Online Finance Rate:

5.99% @ 60 Months: \$687.00 5.99% @ 84 Months: \$519.00

Dealer is responsible for accurate calculation of tax based on state regulations. The REDeQuote system provides the ability to estimate a tax percentage which is managed by the user.

* With Approved Credit through Mahindra Finance USA 72 and 84 month financing for well qualified buyers only.



7 Q • Manna Bray Fractor Ordotes **Details** PM John Meco Miami Inc. 5825 NW 74th Avenue Miami R. 33166 Rob Derryberry Quote 1.pdf Phone: 305-592-4312e 323 KB Mahindra To ro Sho Modified Robert Derryberry (robert@kwru.com) ▶ Ø Mahindra Smart Choice Advantage: 2538 HST, 4 cylinder 37.4 HP engine, 31 PTO HP Low engine RPM, 2400 RPM 2538 Robe - Operating weight 2538- 3130 lbs. Than - 3-point lift capacity 2646 lbs. 2538. **quot**€ - Loader lift capacity 1634 lbs. 2538. - Loader lift height 101"-2538. - 94" digging depth backhoe 2538 - 3,190 lbs. digging force with backhoe bucket 2538 2545 12x12 Shuttle, 4 cylinder 44 HP engine, 39 PTO HP Low engine RPM, 2600 RPM 2545. Operating weight 2545 open- 3285 lbs. - Operating weight 2545 Cab- 3506 lbs Since serie 3-point lift capacity 2646 lbs. 2545. proba - Loader lift capacity, 2041 lbs. 2545. Loader lift height 101",2545. Pleas - 90" digging depth backhoe 2545 Keys 3,080 lbs. digging force with backhoe bucket 2545 quote 2555 12x12 Shuttle, 3 cylinder 55 HP engine, 44.5 PTO HP scen 2555 HST, 3 cylinder 55 HP engine, 42.4 PTO HP I thre 2565 12X12 Shuttle Cab, 3 cylinder 65 HP engine, 50 PTO HP > finat: - Low engine RPM, 2300 RPM 2555, 2565 rated speed. Operating weight 2555 open- 4056 lbs. l alsc Operating weight 2555 cab- 4299 lbs. term: - Operating weight 2565 cab- 5057 lbs. more - 3-point lift capacity, 3314 lbs. 2555, 3527 lbs. 2565 you, Loader lift capacity, 3122 lbs. 2555-2565 We a Loader lift height, 115"- 2555-2565 tow r - 115" digging depth backhoe 2555-2565 - 5710 lbs. digging force with backhoe bucket 2555-2565 Let n Why The 2500 Series is the Smart Choice Rega - Tier IV compliant Eco-friendly, Mahindra diesel engine with mCRD technology. NO DPF fitter. - Larger tires for better traction and stability - Hydrostatic power steering Jol - Independent PTO - 2500 series loaders have a third function kit available. - 7-year, 3000-hour powertrain warranty ZERO deductible Mec -#1 selling tractor in the world +1 (3 Only tractor manufacturer to win the industries two highest quality awards 5825 Mian www.i Befor Antes



5825 NW 74th Avenue, Miami FL 33166

Phone: 305-592-4332

Prepared For:

Rob Derryberry - KWRU

1Good Until Date: 1/31/2018

Model: 2655 HST

MSRP: \$47,959.00

Attachment & Implement Selections: Loader: 2655L Backhoe: 65B 36" Bucket

Promotions:

Promotion Total: \$0.00

MAHINDRA ROCK-BOTTOM PRICING AS LOW AS 1.99% VARIES BY MODEL. PLUS CASH BACK. \$1800.00 CASH BACK MAHINDRA VALUE PRICING ON SELECTED MODEL WITH 0% UP TO 84 MONTHS **"VARIES BY MODEL** WITH HAHINDRA FINANCE UEA STANDARD RATE Sales Price: \$42,260.00 Down Payment: \$0.00 Sales Price: \$42,260.00 Trade In: \$0.00 Rock Bottom Discount: \$0.00 Rockbottom Discount: \$0.00 Promotion Discount: \$0.00 **Promotion Discount: \$0.00** Cash Discount: \$1,800.00 0%/72 Sales Price: \$46,760.00 Rock Bottom Sale Price: \$42,260.00 Cash Sale Price: \$40,460.00 Promotion Discount: \$0.00 Trade in: \$0.00 Trade-In: \$0.00 Sales Tax: \$3,273.00 Down Payment: \$0.00 72 Month Amount Financed: \$50,033.00 Sales Tax: \$2,958.00 Sales Tax: \$2,832.00 Cash Sale Price + Tax: \$43,292.00 0%/72 Months: \$695.00 Amount Financed: \$45,218.00 1.99%/60 Months: \$792.00 0%/84 Sales Price: \$46,760.00 Cash Sale Price: \$40,460.00 2.99%/72 Months: \$687.00 Promotion Discount: \$0.00 2.99%/84 Months: \$597.00 Trade-In: \$0.00 Sales Tax: \$3,273.00 Down Payment: \$0.00 84 Month Amount Financed: \$50,033.00 Sales Tax: \$2,832.00 0%/84 Months: \$596.00 With 10% Down: \$40,696.00 Amount Financed: \$43,292.00 0%/60 Months: 678.00 Online Finance Rate: 5.99% @ 60 Months: \$837.00 5.99% @ 84 Months: \$632.00

Dealer is responsible for accurate calculation of tax based on state regulations. The REDeQuote system provides the ability to estimate a tax percentage which is managed by the user.

* With Approved Credit through Mahindra Finance USA 72 and 84 month financing for well qualified buyers only.





5825 NW 74th Avenue , Miami FL 33166

Phone: 305-592-4332

Mahindra Smart Choice Advantage:

2638 HST, 4 cylinder 37.4 HP engine, 31 PTO HP

- Low engine RPM, 2400 RPM 2638
- Operating weight 2638-3130 lb.
- 3-point lift capacity 2646 lb. 2638.
- Loader lift capacity 1634 lb. 2638.
- Loader lift height 101"-2638.
- 94" digging depth backhoe 2638
- 3,190 lb. digging force with backhoe bucket 2638
- Cab and open station models available.

2645 12x12 Shuttle, 4 cylinder 44 HP engine, 39 PTO HP

- Low engine RPM, 2600 RPM 2645.
- Operating weight 2645 open- 3285 lb.
- Operating weight 2645 Cab- 3506 lb.
- 3-point lift capacity 2646 lb. 2645.
- Loader lift capacity, 2041 lb. 2645.
- Loader lift height 101",2645.
- 92" digging depth backhoe 2645
- 3,080 lb. digging force with backhoe bucket 2645
- Cab and open station models available.
- 2655 12x12 Shuttle, 3 cylinder 55 HP engine, 44.5 PTO HP

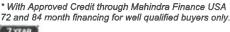
2655 HST, 3 cylinder 55 HP engine, 42.4 PTO HP

2665 12X12 Shuttle Cab, 3 cylinder 65 HP engine, 50 PTO HP

- Low engine RPM, 2300 RPM 2555, 2665 rated speed.
- Operating weight 2655 open- 4056 lb.
- Operating weight 2655 cab- 4299 lb.
- Operating weight 2665 cab- 5057 lb.
- 3-point lift capacity, 3314 lb. 2655, 3527 lb. 2665
- Loader lift capacity, 3122 lb. 2655-2665
- Loader lift height, 115"- 2655-2665
- 115" digging depth backhoe 2655-2665
- 5710 lb. digging force with backhoe bucket 2655-2665

Why The 2600 Series is the Smart Choice

- Tier IV compliant Eco-friendly, Mahindra diesel engine with mCRD technology. NO DPF.
- Larger tires for better traction and stability
- Hydrostatic power steering
- Independent PTO
- 2600 series loaders have a third function kit available.
- Loader comes with Skid Steer style, guick attach bucket
- Integrated loader joystick for more comfortable operation
- 7-year, 3000-hour powertrain warranty ZERO deductible
- #1 selling tractor in the world
- Only tractor manufacturer to win the industry's two highest quality awards







5825 NW 74th Avenue , Miami FL 33166

Phone: 305-592-4332

Prepared For:

Rob Derryberry - KWRU

1Good Until Date: 1/31/2018

Model: 2555 4WD HST (65B)

Attachment & Implement Selections:

Loader: 2555 L Backhoe: 65B (Incl. 18" Bkt.) 36" Bucket

Promotions:

MSRP: \$47,226.00

Promotion Total: \$0.00

MAHINDRA VALUE PRICING WITH 0% UP TO 84 MONTHS

'VARIES BY MODEL

MAHINDRA ROCK-BOTTOM PRICING AS LOW AS 1.99% VARIES BY MODEL. PLUS CASH BACK. \$1500.00 CASH BACK ON SELECTED MODEL

"WITH MANINDRA FINANCE USA STANDARD RATE.

Down Payment: \$0.00 Trade In: \$0.00

0%/60 Sales Price: \$43,017.00 Promotion Discount: \$0.00 Sales Tax: \$3.011.00

60 Month Amount Financed: \$46,028.00

0%/60 Months: \$767.00

0%/72 Sales Price: \$45,817.00 Promotion Discount: \$0.00 Sales Tax: \$3,207.00

72 Month Amount Financed: \$49,024.00

0%/72 Months: \$681.00

0%/84 Sales Price: \$45,817.00 Promotion Discount: \$0.00

Sales Tax: \$3,207.00

84 Month Amount Financed: \$49,024.00

0%/84 Months: \$584.00

Sales Price: \$43,017.00

Rock Bottom Discount: \$1400.00 Promotion Discount: \$0.00

Rock Bottom Sale Price: \$41,617.00

Trade In: \$0.00

Down Payment: \$0.00 Sales Tax: \$2,913.00

Amount Financed: \$44,530.00 1.99%/60 Months: \$780.00 2.99%/72 Months: \$676.00 2.99%/84 Months: \$588.00

With 10% Down: \$40,077.00

0% / 60 Months: 668.00

Sales Price: \$43,017.00

Rockbottom Discount: \$1400.00 Promotion Discount: \$0.00 Cash Discount: \$1,500.00 Cash Sale Price: \$40,117.00

Trade-In: \$0.00 Sales Tax: \$2,808.00

Cash Sale Price + Tax: \$42,925.00

Cash Sale Price: \$40,117.00

Trade-In: \$0.00 Down Payment: \$0.00 Sales Tax: \$2,808.00

Amount Financed: \$42,925.00

Online Finance Rate:

5.99% @ 60 Months: \$830.00 5.99% @ 84 Months: \$627.00

Dealer is responsible for accurate calculation of tax based on state regulations. The REDeQuote system provides the ability to estimate a tax percentage which is managed by the user.

* With Approved Credit through Mahindra Finance USA 72 and 84 month financing for well qualified buyers only.





5825 NW 74th Avenue , Miami FL 33166

Phone: 305-592-4332

Mahindra Smart Choice Advantage:

2538 HST, 4 cylinder 37.4 HP engine, 31 PTO HP

- Low engine RPM, 2400 RPM 2538
- Operating weight 2538- 3130 lbs.
- 3-point lift capacity 2646 lbs. 2538.
- Loader lift capacity 1634 lbs. 2538.
- Loader lift height 101"-2538.
- 94" digging depth backhoe 2538
- 3,190 lbs. digging force with backhoe bucket 2538

2545 12x12 Shuttle, 4 cylinder 44 HP engine, 39 PTO HP

- Low engine RPM, 2600 RPM 2545.
- Operating weight 2545 open- 3285 lbs.
- Operating weight 2545 Cab- 3506 lbs
- 3-point lift capacity 2646 lbs. 2545.
- Loader lift capacity, 2041 lbs. 2545.
- Loader lift height 101",2545.
- 90" digging depth backhoe 2545
- 3,080 lbs. digging force with backhoe bucket 2545

2555 12x12 Shuttle, 3 cylinder 55 HP engine, 44.5 PTO HP

2555 HST, 3 cylinder 55 HP engine, 42.4 PTO HP

2565 12X12 Shuttle Cab, 3 cylinder 65 HP engine, 50 PTO HP

- Low engine RPM, 2300 RPM 2555, 2565 rated speed.
- Operating weight 2555 open- 4056 lbs.
- Operating weight 2555 cab- 4299 lbs.
- Operating weight 2565 cab- 5057 lbs.
- 3-point lift capacity, 3314 lbs. 2555, 3527 lbs. 2565
- Loader lift capacity, 3122 lbs. 2555-2565
- Loader lift height, 115"- 2555-2565
- 115" digging depth backhoe 2555-2565
- 5710 lbs. digging force with backhoe bucket 2555-2565

Why The 2500 Series is the Smart Choice

- Tier IV compliant Eco-friendly, Mahindra diesel engine with mCRD technology. NO DPF filter.
- Larger tires for better traction and stability
- Hydrostatic power steering
- Independent PTO
- 2500 series loaders have a third function kit available.
- 7-year, 3000-hour powertrain warranty ZERO deductible
- -#1 selling tractor in the world
- Only tractor manufacturer to win the industries two highest quality awards





Monday 22 Jan 09:00:43 CST 2018

Equipment Details

All amounts are in USD

Option Code	Option Description	Quantity	List Price	
CCE-6175LV	385A Backhoe		10,239.00	
0202	United States	1		
0409	English Operator's Manual and Decal Kit	1	In Base Price	
1000	Subframe Mounting	1	In Base Price	
3012	12 In. Bucket	1	In Base Price	
		Total	10,239.00	
CCE-1382LV	3039R Compact Utility Tractor (31 PTO hp)		25,913.00	
0202	United States	1		
0409	English Operator's Manual and Decal Kit	1	In Base Price	
2000	Open Station with Standard Seat	1	In Base Price	
2650	Less Radio	1	In Base Price	
1381	12F/12R PowrReverser	1	In Base Price	
3400	Less Mid PTO	1	In Base Price	
3320	Dual Mid Selective Control Valve	1	In Base Price	
5223	41x14-20 (4PR, R3 Turf, 2 Position)	1	-220.00	
6223	27x8.50-15 (6PR, R3 Turf, 2 Position)	1	65.00	
1701	Factory Installed Loader with Bucket	1	5,849.00	
4061	Less iMatch Quick Hitch Category 1	1	In Base Price	
	Total	31,607.00		
	Grand Total			

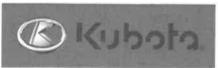
^{*} Manufacturer's suggested list price. Special pricing may be available on certain models. Also, options noted with 'Net Item Charge' will have additional costs. See dealer for details. Taxes, freight, setup, and delivery not included. Prices may vary by dealer. Offers valid in the United States. Prices in U.S. dollars.

^{**} Accessories noted with 'Contact Dealer', 'In Catalog' or 'Net Item Charge' will have additional costs. Please see dealer for details.

For Earth, For Life Kubaha

KUBOTA TRACTOR CORPORATION

FIND A DEALER (HTTPS://WWW.KUBOTAUSA.COM/FIND-A-DEALER)



(https://www.kubotausa.com/)

Build My Kubota

Tires

Front Loader

Rear Remote Hydraulic Valves

Loader Attachments

Loader Accessories

Backhoe

Backhoe

9 FT BACKHOE

Rubber Flip Pads

RUBBER STABILIZER FLIP PAD (SET OF 2)

Direct Pin On Backhoe Attachments

Mechanical Quick Coupler Backhoe Attachments

Backhoe Accessories

PTO KIt

Mowers

Weights

Dealer Installed Options

Canopy

Lights

Snow Blower

Snow Attachments

Blades

Sweepers

Attachments

Accessories

Step 3: Choose Extended Warranty >



Image of product is a representative image and may not depict the exact product being configured.

> **Total Configured Price** \$51,477.00

View Standard Features

1 FRONT - 29x12.50-15 R3 Titan Multi Trac

inc.

REAR - 44x18-20 R3 Titan Multi Trac 8stud

1 FRONT LOADER PACKAGE (LIFT CAPACITY...

\$4,898.00

1 TWO-LEVER HYDRAULIC QUICK COUPLER ...

\$2,398.00

1 72" QUICK ATTACH LIGHT MATERIAL BUCKET \$649,00

1 PALLET FORK FRAME TWO-LEVER QUICK ... \$677.00

1 36" PALLET FORKS (1000 LBS. CAPACITY)

\$407.00 \$942.00

1 SUBFRAME KIT FOR BACKHOE 1 BH92 MTG KIT/L4060/L4760/L5060/L5460/L6... \$364.00

19 FT BACKHOE

\$7,659.00

Select Another Model

Select Another Series (ProductSelector.aspx?pgld=1&bmld=961&xsld=125)

*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.

This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individuals Dealer product pricing. All prices are shown in U.S.

Dollars. Quotes are for products sold in the United States only.

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☐ (HTTPS://WWW.KUBOTA-GLOBAL.NET/NETWORK/INDEX.PHP)

TERMS OF USE (HTTPS://WWW.KUBOTAUSA.COM/TERMS-OF-USE)
PRIVACY POLICY (HTTPS://WWW.KUBOTAUSA.COM/PRIVACY-POLICY)
ADCHOICES (//INFO.EVIDON.COM/PUB_INFO/6901?V=1&NT=0&NW=FALSE)
SITE MAP (HTTPS://WWW.KUBOTAUSA.COM/SITE-MAP)

KUBOTA TRACTOR CORPORATION
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For Earth, For Life

KUBOTA TRACTOR CORPORATION

FIND A DEALER (HTTPS://WWW.KUBOTAUSA.COM/FIND-A-DEALER)



(https://www.kubotausa.com/)

Build My Kubota

Tires

Front Loader

Rear Remote Hydraulic Valves

Loader Attachments

Backhoe

Backhoe

9 FT BACKHOE

Rubber Flip Pads

RUBBER STABILIZER FLIP PAD (SET OF 2)

Direct Pin On Backhoe Attachments

Mechanical Quick Coupler Backhoe Attachments

Backhoe Accessories

Weights

Dealer Installed Options

Canopy

Lights

Snow Blower

Step 3: Choose Extended Warranty >

Select Another Model

Select Another Series (ProductSelector.aspx?pgld=1&bmld=1010&xsld=125)

Start Over (ProductSelector.aspx)

L4701F - 2WD TRACTOR W/FOLDABLE ROPS



Image of product is a representative image and may not depict the exact product being configured.

Total Configured Price \$34,274.00

View Standard Features

1 FRONT - 27x8.50-15 R3 Goodyear SofTrac

inc.

REAR - 44x18-20 R3 Titan Multi Trac 6stud

1 HEAVY DUTY FRONT LOADER W/2-LEVER ...

\$4,942.00

1 PALLET FORK FRAME TWO-LEVER QUICK ... \$677.00

\$407.00

1 36" PALLET FORKS (1000 LBS, CAPACITY) 1 SUBFRAME KIT FOR BACKHOE

\$1,139.00

19 FT BACKHOE

\$7,659.00

*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.

This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individuals Dealer product pricing. All prices are shown in U.S.

Dollars. Quotes are for products sold in the United States only.

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KUBOTA TRACTOR CORPORATION
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Generating solutions for critical facilities

Offer to Sell

Sold To

Key West Resort Utilities KWRU
Greg Wright
6630 Front Street
Key West, Florida 33040
United States
p: (305) 295-3301

Seller

Rob Hansen Vice President Global Power Supply 136 West Canon Perdido Street Santa Barbara, CA 93101 p: (805) 683-3828 ext. 353 f: (805) 683-3823 rob.hansen@globalpwr.com

\$154,500.00

\$154,500.00

Off	er Number	Offer Date	FOB	Terms SEE BELOW	
GPS	SQ6863-04	Jan 17, 2018	Origin		
Line	Qty	De	scription	Unit Price Ex	

800KW MTU Onsite Energy Generator Set

Air Filters: Y

Alternator Make: Marathon Alternator Model: 574RSL4038 Alternator S/N: MT-0042707-0117

Amps: 1203

Battery Charging Alternator-Volt: Yes - 24V

Block Heater - Watts/Voltage: -20 Deg F Block Heater Included, 208V 1PH

6000W

Breaker Mfg: GE

Breaker Options: Single Circuit Breaker

Breaker Rating: 1200 Amp 3 Pole

Condition: New Control Panel: Y Control Panel Mfg: MTU

Control Panel Model: MGC-2020

Cooling: Skid Emissions Tier: 2 Enclosed: Sound Level 3 Engine Manufacturer: MTU Engine Model: 12V2000G85-TB Engine S/N: 5352012451

Ext. Notes: Breaker rating 1200 Amp 3 Pole 100% CB Powerbreak SSF16G216 Single Circuit Breaker, CB Auxiliary Switch 1200-4000A 100% Powerbreak, CB

Shunt Trip 1200-4000A 24V 100% Powerbreak

Frequency: 60 Hz

Fuel Tank: 24-Hour 1390 Gallon Extended Base Fuel Tank W Stub-Up, UL142

Fuel Type: Diesel

Genset S/N: 95020500364 Governor: Electronic Isochronous

Hours: 0 HP: 1194

Insulation Class: H4

kW: 800

kW Rating: Standby Model: 12V2000 DS800

Phase: 3 PMG: Y

Power Factor (PF): .8

RPM: 1800

Shipping Info (LxWxH lbs): 350" L X 96" W X 136" H, 28,000 lbs

Line	Qty	Description	Unit Price	Ext. Price
		Silencers: Internal Critical Grade Silencer sku: 5358 Sound Level- dB@23feet: 76 Temp Rise: 130 Deg C Trailer: No Voltage: 480 Warranty Term: Year Year: 2017 Estimated Lead Time - In Stock, Ready to Ship Warranty - Mfg. / Vendor Pass Through	•	
2	1	Freight to Key West, FL	\$9,138.89	\$9,138.89
3	1	Tank Modifications - Retrofit Sub-BaseTank to meet Florida DEP Code Requirements - Ship Genset to Tramont, Inc where work is to be performed.	\$4,900.00	\$4,900.00
4	1	Placeholder to add Risers to tank - Note: Risers may not be necessary in Key West. If risers are not needed, this placeholder will be credited back to KWRU	\$1,100.00	\$1,100.00
5	1	Onsite Start and Test NFPA 110 Start-up for (1) 800 kW MTU Generator in Key West, FL per the following: - (1) technicians for up to (1) 8 hour day of start-up and load bank testing - 2 hour load bank test - Includes resistive only load bank and cable (50') rental. - 4 hour O&M Training Notes: - Work to be performed during normal business hours. Anything in addition to what is included above will be billed on a time and materials basis. - Fuel to be supplied by Buyer. - Site is assumed to be within 110 miles of the nearest service center. Anything over 110 miles may result in extra charges.	\$6,989.00	\$6,989.00

Line	Qty Descripti	on Unit Price	Ext. Price
	ILED DELIVERY DATE: Any delay in scheduled delivery de		\$176,627.89
prior to so	change the due date of any payments to Seller. All paymen cheduled delivery date. In the event Buyer requests or caus Imence on the scheduled delivery date. Buyer shall pay all	es a delay in delivery, "net" terms Tax	\$0.00
delivery, i federal, s	interice on the scheduled delivery date. Buyer shall pay all tricluding but not limited to storage, handling and transportatete, and local taxes and any other costs incurred by Seller ment. Offer valid for 30 days, Offer subject to the availabilit	tion of the equipment, applicable in making further attempts to deliver	\$176,627.89 paid in U.S. dollars.
	See attached for additional terms and conditions.	y or oddipmont, Eddipmont oddjoot to	CONTRACTOR OF THE PARTY OF THE

If GPS is responsible for shipping, it is at the discretion of GPS to choose the freight carrier. Buyer shall be responsible for all charges payable on account of Buyer's shipment. GPS is not liable for any loss or damage or for the acts or omissions on the part of the carrier.

Generator Derates:

Unless otherwise stated, Offer to Sell does not include engine/generator derates due to elevation, temperature, fuel or any other non-standard environmental or site conditions. Please consult manufacturer's data sheets for information on derates.

Terms:

50% due with PO. Balance due Prior to Shipment

Notes:

- 1) Government taxes are not included and will be added to the invoice if applicable.
- 2) Jobsite Startup and Testing is limited to the scope as noted above. Any additional work, if required, will be billed on a Time and Materials basis.
- 3) This quote is based on the above bill of materials only. No formal specs have been sent to GPS.
- 4) Freight to Jobsite is included. Offloading of the equipment is not included and is the responsibility of KWRU.
- 5) It is our understanding that KWRU intends to replace the current 1200 amp genset circuit breaker with a pair of new 600 amp breakers. Assuming this work is conducted in a professional manner by a licensed electrician in accordance with relevant NEC codes, the MTU Warranty will not be impacted on all factory supplied components. The new breakers will not be covered under the MTU Warranty since they are not factory supplied or installed.
- 6) The Mfg. / Pass Through Warranty will initiate upon successful onsite Start & Test by an MTU authorized Technician. This service is included in our proposed Scope of Work (see line item #5 above).

Please indicate acceptance of this Offer to Sell and the attached terms and conditions by signing on the signature line below and returning a copy to the Seller via mail; delivery such as UPS, facsimile or email is acceptable.

Accepted by (Buyer)

GLOBAL POWER SUPPLY, LLC OFFER TO SELL TERMS AND CONDITIONS

- 1. The terms and conditions stated herein, together with such terms as are set forth in the attached OFFER TO SELL (collectively, the "Offer") with such specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Seller, shall constitute the entire agreement between Global Power Supply LLC ("Seller") and Buyer. Any terms contained in Buyer's purchase order received from Buyer that are in addition to or different from the terms and conditions contained herein are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Offer and terms and conditions set forth in any purchase order, invoice or other type of instrument pertaining to the subject matter thereof, the provisions of this Offer shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument. All additional or differing terms from this offer contained in any acceptance or purchase order shall be deemed material alterations and notice of objection to them is hereby given. Acceptance of this Offer must be in writing (including email) by an authorized representative of the Buyer.
- 2. Unless otherwise specified on the face of the attached OFFER TO SELL, all equipment shall be provided "as is" and" where is" with no warranty of any kind whatsoever (except as to title). It is the responsibility of Buyer to arrange for all aspects of transportation and delivery, including preparation for transportation, associated with the equipment that is the subject matter hereof, all at Buyer's cost and expense.
- 3. Title and risk of loss shall pass to Buyer at the time Seller gives written notice to Buyer of Buyer's right to possession of the equipment or when the equipment is delivered to Buyer or when Buyer enters on the premises where the equipment is located for the purpose of commencing preparation for transportation or delivery, whichever comes first. If the full purchase price for the equipment has not been paid by Buyer at said times as provided herein, then Seller shall have a lien on and have a security interest in the equipment until the purchase price is paid in full.
- 4. Seller warrants that Buyer shall receive good title to the equipment. It is expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability. Seller makes no other warranties, express or implied with regard to the equipment hereunder. The equipment is purchased by Buyer "as is" and Seller makes no warranty of merchantability or fitness for a particular purpose. Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the equipment shall conform to such affirmation or promise. Buyer acknowledges that it alone has determined that the equipment purchased hereunder will suitably meet the requirements of their intended use. Unless an additional warranty is specified by Seller on the face of the attached OFFER TO SELL, this is the sole and exclusive warranty provided by Seller to Buyer. If an additional warranty is so specified, then that warranty is exclusive (except as to title) and in lieu of all other warranties of quality including any warranty of merchantability or fitness for a particular purpose.
- This Offer (together with all attachments and documents incorporated or referenced herein), shall constitute the complete and exclusive statement of the terms and conditions of the Offer between the parties with respect to the equipment specified herein, and may hereafter be modified, amended or changed only by a written instrument executed by the duly authorized representatives of both parties. No course of prior or concurrent dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term or any part of any term leading to this Offer or be binding or of any force or effect. Seller's failure to strictly enforce any term or condition of this Offer or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this Offer are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity.
 This Offer shall be governed by the laws of the State of California, without regard to conflict of law principles.
- 7. Under no circumstances, and in no event, shall Seller be liable in contract or in tort or under any other legal theory for special, punitive, indirect, incidental or consequential losses, or damages of any kind arising in connection with or from any contract resulting from this Offer by Seller or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, as a result of breach of contract or in tort or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer, shall Seller's liability to Buyer exceed a sum equal to the lower of (1) the difference between the purchase price herein and the market value of the equipment; or (2) the cost of replacement or repair of the equipment; or (3) the purchase price of the equipment as set forth on the attached OFFER TO SELL.
- 8. Unless specified otherwise, on the face of the attached OFFER TO SELL, the terms of payment for the equipment hereunder are net thirty (30) days from date of invoice. Buyer shall be responsible for and agrees to pay for all sales, use, occupation, excise, or other taxes arising out of the sale of the equipment to Buyer in addition to the prices quoted or invoiced. Seller is not responsible for obtaining any permits or licenses relating to the equipment and Seller makes no representation
- 9. Buyer shall, at its own expense, defend, indemnify and hold harmless Seller and its officers, directors, agents, representatives and employees, from any and all claims, liabilities, fines, damages, losses and expenses (including attorneys' fees) of any kind whatsoever, arising out of or resulting in any way, directly or indirectly, from Buyer's preparation for transport of the equipment, transport of the equipment, installation of the equipment, use of the equipment, or any claim for the violation of any applicable local, state or federal law, order or regulation in connection with the equipment purchased hereunder, or from any act or omission of Buyer, its agents, employees or subcontractors, or any other action by Buyer in relation to the equipment. This indemnity shall apply without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or other tort. This indemnity shall survive delivery and acceptance of the equipment.
- 10. Warranty Definitions. For all purposes of this Offer, the following definitions shall apply to the warranty terms set forth on the face page of the attached OFFER TO SELL. This paragraph provides definitions only and does not indicate the existence of any warranty.
 - a. Commencement of warranty period. The warranty period shall commence at the time title and risk of loss pass to Buyer pursuant to paragraph 3 hereof.
 - b. Repair or replacement. This means that Buyer's sole and exclusive remedy shall be limited to the repair or replacement, at Seller's option, of any defective part. Replacement is defined as the physical replacement of the part or, at Seller's option, the whole or, at Seller's option, the payment to Buyer of a sum equal to the purchase price of the equipment as specified on the face of the attached OFFER TO SELL and Buyer shall return defective part or equipment back to Seller. All repair work shall be performed at a facility designated by Seller. Transportation costs to and from the repair facility shall be paid by Buyer. If this warranty is applicable, Buyer agrees that the remedy of repair or replacement is the sole and exclusive remedy of Buyer.
 - c. Manufacturer or other vendor pass through. This means that Seller will pass through to Buyer any warranty provided for the equipment by the manufacturer or vendor. Seller will assist Buyer in obtaining information and documentation with respect to said warranty. Buyer agrees that if this warranty is applicable, the sole and exclusive remedy of Buyer is that Buyer will look exclusively to the manufacturer or other vendor for any and all warranty claims.
 - d. Working condition on transfer of possession. This means that at the time Buyer first installs or tests the equipment and for 24 hours thereafter, it will perform its ordinary functions, taking into consideration the age of the equipment. In no event shall the time of installation or test be later than 30 days after the passing of title provided for in paragraph 3 hereof. If this warranty is applicable, Buyer agrees that Buyer's sole and exclusive remedy is the return of the equipment for a full refund of the purchase price.
 - e. No warranty obligations (except as to title) shall apply to any equipment (1) repaired, modified, or altered without prior approval of Seller, or (2) subject to misuse, accident, or inadequate maintenance; or (3) based on reasonable wear and tear.

Invoice: 5832-001

Date: 1/19/2018 **Sales Order #:** 0005832 **Customer PO #:** GPSQ6863-04

concenter



136 W. Canon Perdido Street Suite 200 Santa Barbara, CA 93101 (805) 683-3828 Terms: 50%CIA - 50% prior to

Salesperson: RAH FOB: Origin

Freight Terms:

Ship Via: BEST WAY
Ordered By: Gregy Wright

Sold To:

Key West Resort Utilities KWRU 6630 Front Street Key West, FL 33040 Ship To:

Key West Resort Utilities KWRU 6630 Front Street Key West, FL 33040 Warranty:

Item	Qty Ship	Description	Unit Price	Extension
*GENERATOR	Air Filters: Y Alternator Ma Alternator Mo Alternator S/N Amps: 1203 Battery Charg Block Heater- 208V 1PH 6000W Breaker Mfg: Breaker Optio Breaker Ratin Condition: Ne Control Panel Con	del: 574RSL4038 I: MT-0042707-0117 Iing Alternator-Volt: Yes - 24V - Watts/Voltage: -20 Deg F Block Heater Included, GE Ins: Single Circuit Breaker g: 1200 Amp 3 Pole w : Y Mfg: MTU Model: MGC-2020 Ir: 2 Ind Level 3 acturer: MTU : 12V2000G85-TB 352012451 eaker rating 1200 Amp 3 Pole 100% CB Powerbreak Breaker, CB Auxiliary Switch 1200-4000A 100% CB 00-4000A 24V 100% Powerbreak I Hour 1390 Gallon Extended Base Fuel Tank W 42 esel	154,500.00	154,500.0C
				Continued



136 W. Canon Perdido Street Suite 200 Santa Barbara, CA 93101 (805) 683-3828 **Terms:** 50%CIA - 50% prior to

Salesperson: RAH FOB: Origin

Freight Terms:

Ship Via: BEST WAY
Ordered By: Gregy Wright

Invoice: 5832-001

Date: 1/19/2018
Sales Order #: 0005832
Customer PO #: GPSQ6863-04

Sold To: Key West Resort Utilities KWRU

6630 Front Street Key West, FL 33040 Ship To:

Key West Resort Utilities KWRU 6630 Front Street Key West, FL 33040 Warranty:

Item	Qty Ship	Description	Unit Price	Extension
*FREIGHT *SERVICE *PARTS	1 1	Governor: Electronic Isochronous Hours: 0 HP: 1194 Insulation Class: H4 kW: 800 kW Rating: Standby Model: 12V2000 DS800 Phase: 3 PMG: Y Power Factor (PF): .8 RPM: 1800 Shipping Info (LxWxH lbs): 350" L X 96" W X 136" H, 28,000 lbs Silencers: Internal Critical Grade Silencer sku: 5358 Sound Level- dB@23feet: 76 Temp Rise: 130 Deg C Trailer: No Voltage: 480 Warranty Term: Year Year: 2017 Estimated Lead Time - In Stock, Ready to Ship Warranty - Mfg. / Vendor Pass Through Freight to Key West, FL Tank Modifications - Retrofit Sub-BaseTank to meet Florida DEP Code Requirements - Ship Genset to Tramont, Inc where work is to be performed. Placeholder to add Risers to tank - Note: Risers may not be necessary in Key West. If risers are not needed, this placeholder will be credited back to KWRU	9,138.89 4,900.00 1,100.00	9,138.89 4,900.00 1,100.00
				Continued



136 W. Canon Perdido Street Suite 200 Santa Barbara, CA 93101 (805) 683-3828 Invoice: 5832-001

Date: 1/19/2018 **Sales Order #:** 0005832 **Customer PO #:** GPSQ6863-04

Terms: 50%CIA - 50% prior to

Salesperson: RAH
FOB: Origin
Freight Terms:

Warranty:

Ship Via: BEST WAY
Ordered By: Gregy Wright

Sold To: Shi

Key West Resort Utilities KWRU 6630 Front Street Key West, FL 33040 **Ship To:**Key West Resort Utilities KWRU

6630 Front Street Key West, FL 33040

Qty Shlp Description Unit Price Extension *SERVICE Onsite Start and Test 6,989.00 6,989.00 NFPA 110 Start-up for (1) 800 kW MTU Generator in Key West, FL per the following: - (1) technicians for up to (1) 8 hour day of start-up and load bank testing - 2 hour load bank test - Includes resistive only load bank and cable (50') rental. - 4 hour O&M Training Notes: - Work to be performed during normal business hours. Anything in addition to what is included above will be billed on a time and materials basis. - Fuel to be supplied by Buyer. - Site is assumed to be within 110 miles of the nearest service center. Anything over 110 miles may result in extra charges. Refer to Signed GPS OTS #GPSQ6863-04 dated 1/17/18 -Payment Terms: 50% due with PO. Balance due Prior to Shipment

Wire Instructions: Union Bank 400 California Street San Francisco, CA 94101 ABA: 122000496 Account: 3031053501

Swift Code: BOFCUS33MPK (International Transfers Only)

Payment in US dollars

 Subtotal:
 176,627.89

 Sales Tax:
 13,247.09

 Total:
 \$189,874.98

50% Due Now: \$94,937.49

KW RESORTS UTILITIES CORP CAPITAL ACCOUNT

PO BOX 2125 KEY WEST, FL 33045 PH. 305-295-3301

BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com 63-9138/2631

0453

01/24/2018

\$

PAYTO THE ORDER OF

Global Power Supply

**94,937.49

DOLLARS 🗓

Global Power Supply 136 W. Canon Perdido Street Suite 200 Santa Barbara, CA 93101

MEMO

AUTHORIZED SIGNATURE

#000453#

KW RESORTS UTILITIES CORP

0453

01/24/2018

Global Power Supply

Date 01/19/2018 **Type** Bill

Reference 5832-001

Original Amount 94,937.49

Balance Due 94,937.49

Payment 94,937.49

Check Amount

94,937.49

1313000 BB&T Capita

94,937.49

KW RESORTS UTILITIES CORP

0453

01/24/2018

Global Power Supply

Date 01/19/2018 **Type** Bill

Reference 5832-001

Original Amount 94.937.49

Balance Due 94.937.49

Payment 94,937.49

Check Amount

94,937.49

1313000 BB&T Capita

94,937.49

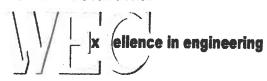
LMP100

M/P CHECK

KWRU 012824

CCC

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306, Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

Invoice

Invoice Date: Dec 8, 2017

Invoice Num: 46605

Billing Through: Nov 30, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

Filters Replacement (17013.001-170:014) - Managed by (Ed Castle)

Professiona	Services				
<u>Date</u> 11/13/2017	Employee Ed Castle	Description Contract:CCC KWRU, CCCs, call with staff re schedule for CCCs, for WWTP rehab, contact Wharton Smith re schedule and NTP	<u>Hours</u> 1.00	Rate \$190.00	Amount \$190.00
11/13/2017	Steve Suggs	Contract:CCC KWRU Filter/CCC Replacement- Discussed filter & CCC replacement project with KWRU staff to determine project timelines and next steps.	0.50	\$115.00	\$57.50
11/14/2017	Ed Castle	Contract:CCC KWRU, CCCs, review cost allocation items from bid, send email requesting direction for WS upcoming work	0.50	\$190.00	\$95.00
11/14/2017	Cameron Kenyon	Contract:CCC KWRU CCC/Filter Replacement - Started project files and documentation. Updated files with contract information.	0.25	\$55.00	\$13.75
11/29/2017	Lori Farthing	Contract:CCC KWRU Filter/CCC Replacement Project: emails with Greg Williams & Erica and Ed regarding RFI #1 and whether or not Ed wants me to start logging in RFI's for the project	0.25	\$145.00	\$36.25
11/30/2017	Cameron Kenyon	Contract:CCC KWRU Filter CCC Replacement- Sent Steve specs and signed contract for RFI 1 response.	0.50	\$55.00	\$27.50
11/30/2017	Steve Suggs	Contract:CCC KWRU Filter/CCC Replacement- Started on response to RFI 1, looked into specs for project.	1.00	\$115.00	\$115.00
11/30/2017	Ed Castle	Contract:CCC KWRU, Filters & CCCs, review drawings and specs for response to Wharton Smith RFI #1, comments on allocation items	0.75	\$190.00	\$142.50
			Total Servi	ce Amount:	\$677.50
			Amount Due I	his invoice:	\$677.50

This invoice is due on 12/8/2017

Plant Expansion

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306, Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

Invoice

Invoice Date: Dec 19, 2017

Invoice Num: 46606

Billing Through: Nov 30, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

Plant Rehab (17013.001-170:015) - Managed by (Ed Castle)

Professional	Services				
<u>Date</u>	Employee	Description	Hours	Rate	Amount
11/13/2017	Steve Suggs	Contract:Plant Rehab	1.50	\$115.00	\$172.50
		KWRU WWTP Rehab- Met with KWRU staff and Earl from Evoqua to go over project and rehab work.			
11/13/2017	Steve Suggs	Contract:Plant Rehab	0.50	\$115.00	\$57.50
		KWRU Plant Rehab - Discussed generator placement with KWRU staff, looked into possible placement options.		·	

Total Service Amount: \$230.00

Amount Due This Invoice: \$230.00

This invoice is due on 12/19/2017

Account Summary

Account sommary							
Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt	
\$402.50	\$0.00	46536	11/2/2017	\$172.50	\$172.50	\$0.00	

Total Amount Due Including This Invoice:

\$230.00

35-14000 CCC Project

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

Invoice

invoice Date: Nov 2, 2017

invoice Num: 46535

Billing Through: Oct 31, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

Filters Replacement (17013.001-170:014) - Managed by (Ed Castle)

Professional	Services				
<u>Date</u>	Employee	Description	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/10/2017	Steve Suggs	Contract:CCC KWRU WWTP Filter Replacement- Discussed filter replacement with Greg and got pricing for Evoqua scope of work.	0.50	\$115.00	\$57.50
10/22/2017	Ed Castle	Contract:CCC KWRU, CCCs, respond to Chris re Notice of Award and contract requirements	0.25	\$190.00	\$47.50
10/23/2017	Steve Suggs	Contract:CCC KWRU WWTP CCC Replacement- Discussed CCC replacement with Ed and sent him WS bid form.	0.25	\$115.00	\$28.75
10/25/2017	Ed Castle	Contract:CCC KWRU, CCCs, call with Bart re Status, review emails re contract docs, send Word version, request WS to make changes	0.25	\$190.00	\$47.50

Total Service Amount: \$181.25

Amount Due This Invoice:

\$181.25

This invoice is due on 11/2/2017

Account Summary

				,		
Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$181.25	\$0.00			\$0.00	\$0.00	\$0.00

Total Amount Due Including This Invoice:

\$181.25

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON

DOCKET NO.: 0170141-SU

COMPOSITE EXHIBIT CAJ-7

ENGINEERING INVOICES FOR DESIGNING THE REHABILITATION OF THE ORIGINAL TWO WASTEWATER PLANTS

Page 12 of 13

WEILER ENGINEERING CORPORATION

The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306 Punto Garda, FL 33950 Telt 941-505-1700 Fax: 941-505-1702 keri@weiterengineering.org www.weilerengineering.org

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

invoice

invoice Date: Nov 2, 2017 Invoice Num: 46536 Billing Through: Oct 31, 2017

Plant Rehab (17013.001-170:015) - Managed by (Ed Castle)

Professiona	d Services				
<u>Date</u> 10/2/2017	Employee Steve Suggs	Description Controct:Plant Rehab KWRU WWTP Plant Rehab-Correspondence with Chris about Evaqua Scape. Reviewed Evaqua Revised scope.	<u>Hours</u> 0.50	<u>Rafe</u> \$115.00	<u>Amount</u> \$57.50
10/10/2017	Slave Suggs	Contract Plant Rehab KWRU wWTP Plant Rehab- Correspondence with Greg and Tommy tyson about revising scope for rehab.	0.50	\$115.00	\$57.50
10/16/2017	Steve Suggs	Contract:Plant Rehab KWRU WWTP Plant Rehab-Correspondence with Greg and Tommy Tyson about Rehab proposal. Sent proposal to Chris.	0.25	\$115.00	\$28.75
0/23/2017	Sleve Suggs	Confract:Plant Rehab KWRU WWTP Plant Rehab- Correspondence with Greg and Tammy Tyson about Rehab proposal, Sent proposal to Chris.	0.25	\$115.00	\$28.75

Talai Service Amount: \$172.50 Amount Due This Invoice: \$172.50

This invoice is due on 11/2/2017

Account Summary Services BTD Expenses BTD Last Inv Num Last Inv Date Last Inv Amt Last Pay Ami Prev Unpold Ami \$172.50 \$0.00 \$0.00 \$0.00

Total Amount Due Including This Invoice:

\$172.50

WEILER ENGINEERING CORPORATION



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

Invoice

Invoice Date: Oct 2, 2017

Invoice Num: 46451

Billing Through: Sep 30, 2017

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

Filters Replacement (16013.001-170:014) - Managed by (Ed Castle)

•	•				
Professiona	il Services	11			
<u>Date</u>	Employee	Description	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/19/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Correspondence with Bart Smith about project bids. Correspondence with WS and Reynold's about bid packages and due date.	1.00	\$115.00	\$115.00
9/26/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Continued on conformed construction set. Correspondence with Bart Smith about project bids. Correspondence with WS and Reynold's about bid packages and due date.	2,00	\$115.00	\$230.00
9/28/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, finish & send CEI estimates, call with WSI, discuss bid results with staff	1.25	\$190.00	\$237.50
9/29/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, emails with KWRU re bids, alternatives	0.50	\$190.00	\$95.00

 Total Service Amount:
 \$3,198.75

 Amount Due This Invoice:
 \$3,198.75

This invoice is due on 10/2/2017

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt	
\$19,033.75	\$21.42	46396	9/5/2017	\$8,331.42	\$8,331.42	\$0.00	

Total Amount Due Including This Invoice:

\$3,198.75

WEILER ENGINEERING CORPORATION

22000 CCC Project
The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@weilerengineering.org www.weilerengineering.org

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

ellence in engineering

Invoice

Invoice Date: Oct 2, 2017

Invoice Num: 46451

Billing Through: Sep 30, 2017

Filters Replacement (16013.001-170:014) - Managed by (Ed Castle)

Profession	al Services				
<u>Date</u> 9/1/2017	Employee Ed Castle	Description Contract: Filters Replacement KWRU, Filters Replacement, finish specs and general conditions, send out to contractors, remove temp CCC requirement	Hours 2.25	Rate \$190.00	Amount \$427.50
9/5/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP- KWRU Filter &CCC Replacement- Worked on plans for KWRU filter/ CCC replacement & Evoqua Scope.	3.00	\$115.00	\$345.00
9/6/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Continued on replacement filter plan set. Finished Evoqua rehab scope and sent it to Chris.	4.75	\$115.00	\$546.25
9/6/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, send design files, scope and coordinate with Evoqua for bids	1.00	\$190.00	\$190.00
9/9/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, contact all prospective bidders, remind of due date for bids in spite of hurricane Irma	0.75	\$190.00	\$142.50
9/12/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Correspondence with WS about project and bid requirements.	0.75	\$115,00	\$86.25
?/12/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, respond to inquiries re contract times, bid due date to all bidders	0.75	\$190.00	\$142.50
2/13/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP CCC/Filter Replacement- Continued on replacement filter plan set.	3.75	\$115.00	\$431.25
7/13/2017	Ed Castle	Contract: Filters Replacement KWRU, Filters Replacement, coordinate with KWRU, send out bid due date extension to all bidders and vendor	0.50	\$190.00	\$95.00
/18/2017	Steve Suggs	Contract: Filters Replacement KWRU WWTP Rehab- Reviewed Evoqua Scope and made comments and sent it to Chris for review.	1.00	\$115,00	\$115.00

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON

DOCKET NO.: 0170141-SU

COMPOSITE EXHIBIT CAJ-7

ENGINEERING INVOICES FOR DESIGNING THE REHABILITATION OF THE ORIGINAL TWO WASTEWATER PLANTS

Page 2 of 13

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WEILER ENGINEERING CORPORATION

The Weiler Engineering Corp.

201 W. Marian Ave, Sulla 1306, Punto Gorda, Fl. 33950 Tel: 941-505-1700 Fax: 941-505-1702 keri@wellerenginearing.org www.wellerenginearing.org

Invoice

Invoice Date: Dec 6, 2016 Invoice Num: 45849 Billing Through: Nov 30, 2016

KEY WEST RESORT UTILITIES 6630 Front Street Key West, FL 33040

Studies/Misc. (16013.001-)70:010) - Managed by (Ed Castle)

<u>Professional Services</u> <u>Date</u> **Employee** Description Hours Rale <u>Amount</u> 11/10/2016 Ed Castle Contract:Contract \$190.00 \$95.00 KWRU. MISC, review Evoquo proposal for rehab of existing WWIPs, send comments to Greg, suggest on-site meeting 11/29/2016 Ed Castle Contract:Contract 1.00 \$190.00 \$190,00

KWRU, MISC, draft sole source letter for rehab/upgrades to two existing treatment trains

Total Service Amount: \$285.00
Amount Due This invoice: \$285.00

This invoice is due on 12/6/2016

Account Summary

Services BTD .	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Ami	Prev Unpaid Ami
\$427.50	\$0.00	45787	11/3/2016	\$142.50	\$142.50	\$0.00

Total Amount Due Including This Invalce:

\$286.00

DIRECT TESTIMONY OF CHRISTOPHER JOHNSON

DOCKET NO.: 0170141-SU

COMPOSITE EXHIBIT CAJ-7

ENGINEERING INVOICES FOR DESIGNING THE REHABILITATION OF THE ORIGINAL TWO WASTEWATER PLANTS

Page 3 of 13

Security of the Security of th	KW RESORT UTILITIES CORP. OPERATING ACCOUNT P.O. BOX 2125 KEY WEST, FL. 33045-2125	BRANCH BANKING AND TRUST COMPANY 1-800 BANK BRT SEANDT.COM 83-9	5145
PAY TO THI	PH. 306-296-3301	12/22/2016	
ORDER OF	Weller Engineering	**617.50	DOLLARS 🗗
Six	hundred seventeen and 50/100**********************************	**************************************	
MEMO	201 West Marion Ave Suite 1306 Punta Gorda, FL 33950	Ledu Jahnson	19
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KW RESORT UTILITIES COR

12/22/2016		Weller Engineering	An .		3143
Date 12/06/2016 12/06/2016	Type Bill Bill	Reference 45849 45848	Original Amount 285.00 332.50 Check Amount	Balance Due 285.00 332,50	Payment 285.00 332.50 617.50

1310000 BB&T Opera	KW RESORT UTIL	TIES CORP.			617.50 51.45
Date Type 12/06/2016 Bill 12/06/2016 Bill	Reference 45849 45848	Origin	nal Amount 285.00 332.50	Balance Due 285,00 332,50	Payment 285,00 332,50 617,50

1310000 BB&T Opera

617.50

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