



April 5, 2019

TO: ALL BIDDING CONTRACTORS
SUBJECT: City of Savannah
Travis Field WRF
REFERENCE: Grit Removal Equipment

The proposals from Hydro International for one Headcell grit separator and control panel and from Weir/Wemco for one 4" Model C grit pump and one 12" full flare Hydrogritter grit classifier follow.

The price negotiated with the City of Savannah and Thomas & Hutton for the combined system is **\$376,000.**

Please let me know if you need any additional information.

Very Truly Yours,

Bob Sender
Principle Environmental, Inc.
1770 The Exchange
Suite 210
Atlanta, GA 30339
Office: 770-952-9444
Fax: 770-952-7933
Mobile: 404-644-6904 (best)
e-mail: bobsender@principleenvironmental.com
Please Visit Our Website at www.PrincipleEnvironmental.com

April 2, 2019

To: Mr. Fred Sororian
Thomas & Hutton
50 Park & Commerce Way
Savannah, GA WWTP

RE: Grit Removal System- Spec Section 46 23 66
Travis Field WWTP
Savannah, GA
File #17_11_0316

Hydro International is pleased to present our quote for a HeadCell® Grit Removal Unit. The unit will meet the requirements described in Section 46 23 66 with comments noted below.

Comments

- 1.
2. All piping connected to Hydro equipment must be supported by other means than the Hydro equipment.
3. Please see the exclusions detailed in the proposal below.

Equipment Summary

1. One (1) 12' 11 tray HeadCell® Grit Concentrator unit shall be supplied. The HeadCell® shall consist of a stack of nested trays. The trays shall be fabricated from UV stabilized polyethylene and shall be supported by a 304 SS frame integral to the unit. All flow passages shall be self-cleaning and free of sharp projections or fittings that may snag stringy or fibrous materials. The HeadCell® trays shall be constructed with a minimum ¼ inch material pans and sidewalls. The Tray Supports shall be fabricated to provide a means to independently support each tray and transfer the weight of each tray to the support structure frame. The HeadCell® will securely fit into a support structure frame containing the screened raw wastewater inlet connection, necessary hardware, and connections. The HeadCell® Concentrator shall be equipped with a settled solids underflow connection for collection and removal of settled solids. The settled solids are pumped to the Grit Washing unit from the HeadCell® unit.

The unit shall remove 95% of all grit (S.G. 2.65) 106 micron and larger at a peak flow of 20 mgd. The unit shall have 12 inches of headloss at the peak flow.

2. One (1) control panel shall be supplied. The control panel shall have a NEMA 4X 316 stainless steel enclosure, and shall be rated at three phase, 480 VAC. The panel shall be programmable relay based and contain all relays, timers, switches, variable frequency drives and indicator lights to operate one (1) Hydrogritter unit and one (1) grit pump in either fully automated or manual mode.

Appurtenances Per Unit

HeadCell® Grit Concentrator

DESCRIPTION	QTY
Fluidizing Water Throttling Globe Valve 1" Crane Globe Valve, Bronze	1
Fluidizing Water Shut-off Valve 1" Apollo Ball Valve, Bronze	1
Fluidizing Water Flow Meter 1" 8-40 Blue & White Flow Meter, Stainless Steel	1

Hydro International

2925 NE Aloclek Suite 140 · Hillsboro, OR 97124
Tel: (866) 615-8130 Fax: (503) 615-2906 Web: hydro-int.com

Utility Requirements

Clarified NPW or Reuse Water:

The HeadCell® unit requires continuous 20 gpm @ 50 +/- 10 psig of clarified water for "fluidizing" to function properly.

Spare Parts

No spare parts are included or recommend in this scope of supply.

Start-up

One (1) factory trained representative, two (2) trips, for start-up and instruction services as required totaling four (4) days.

Exclusions

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

- Field assembly, erection and installation
- Anchor Bolts
- Interconnecting piping and valving not expressly stated above
Pipe connections and fittings not expressly stated above
- All pipe supports, hangers and braces
- Controls, switches, control panels and instrumentation of any kind not expressly stated above
- Wiring and conduit
- Grit pump(s) and associated piping, valving, gauges
- Covers and access hatches
- Field or touch-up paint, painting, blasting and touch-up of surface finish
- Spare parts not specifically stated above
- Unloading, hauling and storage charge
- Lubricating oil and greases
- Grit study, field performance testing, laboratory testing and sample collection and analysis
- All concrete and grouting work
- Insulation and heat tracing of any kind
- Structural / Seismic analysis
- Performance, Warranty, Efficacy and/or Supply Bond(s)
- Grit dumpsters
- Translation Services
- Washing / Dewatering equipment

Limitations

- General Liability is limited to \$5,000,000 per each occurrence
- Products Completed & Operations Liability is limited to \$5,000,000 per each occurrence
- Worker's Compensation is limited to \$5,000,000 per each accident

Warranty

Hydro International's 12-month warranty from beneficial occupancy shall apply per the Terms and Conditions of Sale.

Delivery

Please allow 4 to 6 weeks after receipt of purchase order for approval drawings. Shipment is typically a maximum of 12-16 weeks after receipt of "Approved" or "Approved As Noted, Resubmittal Not Required" submittal package. Price includes truck freight to jobsite but does not include any state or local taxes if required. The grit removal system shall be delivered to site fully fabricated, subject to size, packaging and transportation constraints. The General Contractor must inspect equipment prior to unloading and notify Hydro International of any damage to equipment within 5 days to effect proper remedial action. Failure to notify Hydro International of damage to equipment prior to unloading will void all warranties pertaining to subject equipment.

Terms & Conditions

Hydro International payment terms are detailed in the attached terms and conditions. The pricing submitted herein is based on specification sections 46 23 66 and 46 23 67 and drawing set 26963 delivered to Hydro on January 14, 2019. Any changes to the scope of supply required by changes to these specification sections or other sections and drawings not provided to Hydro International as listed above may require the price to change. Hydro International reserves the right to amend the price if changes are required due to changes to the provided specifications or to meet requirements for sections not made available at the time of this quote. Price includes truck freight to jobsite and does not include any state or local taxes if required. The prices quoted are firm based on a receipt of a purchase order by October 29, 2019 and shipment of the equipment prior to April 28, 2020.

Purchase Order

Please make purchase orders to:

Hydro International
2925 NE Alcock Drive, Suite 140
Hillsboro, OR 97124

Local Representative

Plant Representative:

Mr. Bob Sender
Principle Environmental, Inc.
1770 The Exchange, SE, Suite 210
Atlanta, GA 30339
Ph: (404) 644-6904
Fax: (770) 952-7933
bobsender@principleenvironmental.com

If you have any questions or concerns, do not hesitate to contact me.

Regards,

Hydro International



Sam Randall
Applications Engineer

Standard Terms and Conditions of Sale

1. **DEFINITIONS.** "Hydro" is Hydro International with an address of 2925 NE Aloclek Drive #140 in Hillsboro, Oregon. "Buyer" is the party purchasing the goods from Hydro.
2. **ENTIRE AGREEMENT.** Hydro's agreement is based on these terms and conditions of sale. This document, together with any additional writings signed by Hydro, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained, or waived by parol evidence, Buyer's purchase order, any course of dealing, Buyer's payment or acceptance, or in any other way except in writing signed by Hydro through its authorized representative. These terms and conditions are intended to cover all activity of Hydro and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Hydro's obligations hereunder are expressly conditioned on Buyer's assent to these terms and conditions. Hydro objects to any terms that are different from, or additional to, these terms and conditions. Any applicable detail drawings and specifications are hereby incorporated and made a part of these Terms and Conditions of Sale insofar as they apply to the material supplied hereunder.
3. **SPECIFICATIONS.** Products are supplied in accordance with information received by Hydro, or its duly authorized agent, from Buyer. Hydro shall have no responsibility for products created or sold based upon inaccurate and/or incomplete information supplied to it. Buyer shall ensure that Hydro receives all relevant information in time to enable it to supply the appropriate products.
4. **INSTALLATION AND APPLICATION OF PRODUCTS.** Products supplied hereunder shall be installed and used only in the application for which they were specifically designed. Buyer should not presume that any products supplied by Hydro may be utilized for any applications other than those specified; nor shall Hydro's obligations, including, without limitation, any warranty obligations, survive Buyer's transfer of products supplied hereunder to third parties unless the products are transferred with Hydro's consent. In addition, Buyer shall not use any product supplied hereunder at any location other than at the location for which Hydro has previously received notice from Buyer. Any breach of any of the foregoing restrictions may amount to an infringement of the patent for the products in question and will in any event void all express or implied warranties relating to the products supplied hereunder.
5. **PURCHASE PRICE AND PAYMENT TERMS.** All prices are in U.S. dollars and all payments shall be made in U.S. dollars. Payment terms are as follows:

	Incremental Payment	Cumulative Payment
Upon Approval of Shop Drawings	10%	10%
Upon Delivery of Equipment to Site	80%	90%
Upon Final Acceptance or 45 days following completion of equipment start up	10%	100%

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

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

- a. Hydro will retain an express purchase money security interest in and to the products and all proceeds thereof.
- b. Until full payment for the products is received by Hydro, Hydro reserves the right to retake possession of the products at any time and for this purpose Buyer authorizes Hydro or its duly authorized agent to enter upon land or premises where it believes the product may be.
- c. Proceeds of any disposal of the products shall be held in trust for Hydro pursuant to the terms of the Maine Uniform Commercial Code.
- d. Buyer grants Hydro a power of attorney for the purpose of filing a UCC-1 financing statement in the name of Buyer to evidence Hydro's security interest in the products.

6. **BACKCHARGES.** In the event that Buyer is required to make repairs, corrections or modifications to the goods supplied by Hydro, it shall only do so upon written approval from Hydro. Backcharges shall be limited to the costs directly associated in making the repairs, corrections or modifications to the goods supplied by Hydro. The costs of such backcharges shall be subject to approval by Hydro and shall be limited to: (1) directly related labor and material costs, (2) directly related equipment and tool rental at prevailing rates in the project location and (3) Buyer's overhead & supervision costs to make repairs, corrections or modifications to the goods supplied by Hydro. Buyer shall submit complete documentation to Hydro's satisfaction including but not limited to labor time sheets, material lists, and rental fees detailing the nature of the back charges. Backcharges shall be in the form of an adjustment to the contract price or reduction in retained payments and not a direct payment. No incidental or consequential backcharges shall be allowed.
7. **DELIVERY.** The goods are sold DDP (Incoterms 2010) jobsite, freight prepaid to Buyer at job site. Except as outlined in Paragraph 8 below, the risk of loss passes to Buyer after Hydro delivers the goods to the jobsite. Hydro reserves the right to select the method of shipment and carrier. Delivery dates are approximate only and are not a guarantee of delivery on a particular day. Hydro is not liable for failure or delays in deliveries of any cause whatsoever beyond the control of Hydro.
8. **TITLE & INSURANCE:** Title to the product(s) and risk of loss or damage shall pass to Buyer upon delivery to a carrier as outlined in Paragraph 7 above, or, in the event Buyer delays shipment, by the previously agreed date of readiness for shipment, except that a security interest in the product(s) or any replacement shall remain in Hydro's name, regardless of the mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to protect Hydro's interest by adequately insuring the product(s) against loss or damage from any external cause with Hydro named as insured or co-insured.
9. **ERECTION:** Unless otherwise stated in writing, the goods provided hereunder shall be assembled and erected by and at the expense of Buyer.
10. **CANCELLATION & BREACH:** Orders placed cannot be canceled, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Hydro's written consent and upon terms which shall indemnify Hydro against all loss. In the event of cancellation or the substantial breach of Buyer's obligations, as by failing to make any of the payments when due, the parties agree that Hydro will suffer a serious and substantial damage that will be difficult, if not impossible, to measure, both as of the time of entering into this purchase agreement and as of the time of such cancellation or breach. Therefore, the parties agree that, upon such cancellation or breach, Buyer shall pay to Hydro the sums set forth herein below, which sums the parties do hereby agree shall constitute agreed and liquidated damages in such event:
- If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of submittal documents by Hydro to Buyer, liquidated damages shall be 10% of the selling price.
 - If cancellation or breach shall occur within thirty (30) days from the mailing of submittal documents by Hydro to Buyer, the liquidated damages shall be 20% of the selling price.
 - If the cancellation or breach occurs after thirty (30) days from the mailing of submittal documents by Hydro to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the order involved herein by Hydro's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Hydro to Buyer, said sums to be determined at the sole reasonable discretion of Hydro; provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
 - If cancellation or breach shall occur after Hydro has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price, less costs associated with startup or field testing.
11. **MATERIALS OF CONSTRUCTION, PAINTS AND COATINGS:** Buyer is responsible for determining the suitability of, and for giving final approval of, the materials of construction, paints, coatings, etc. to be used by Hydro.
12. **WARRANTY:** Any product that proves defective in material, workmanship or design within twelve (12) months after beneficial occupancy will be, at the discretion of HYDRO, modified, repaired or replaced, or Buyer's payment for the products will be refunded. This shall be Buyer's sole remedy. HYDRO EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, EXPRESS OR IMPLIED.

This warranty does not cover any defects or costs caused by: (1) normal wear and tear of equipment from designed operation. (2) modification, alteration, repair or service of the goods by anyone other than Hydro; (3) physical abuse to, or misuse of, the goods, or operation thereof in a manner contrary to Hydro's instructions; (4) any use of the goods other than that for which they were intended; (5) chemicals or components which were not disclosed to Hydro; (6) storage contrary to Hydro's instructions; or (7) failure to maintain the goods in accordance with Hydro's instructions.

This warranty does not apply to component parts of the goods that were not both originally designed and manufactured by Hydro, including, but not limited to, valves and controls. These component parts do not carry any warranties by Hydro, and only carry the warranties, if any, of their manufacturers.

In order for Buyer to make a claim under this warranty, Buyer must promptly, and within the warranty period, notify Hydro in writing of any defect(s) in the goods covered by this warranty. If any defect(s) in the goods covered by this warranty are visible at the time of delivery, Buyer must notify Hydro of the defect(s) in writing within five working days. To make any claim under this warranty, Buyer must also fully comply with written authorization and return instructions from Hydro.

13. **FIELD SERVICE:** Startup/Field Service will only be scheduled upon written request. Buyer shall notify Hydro of schedule requirements at least ten (10) working days in advance, or additional charges may be added to cover late-scheduled travel costs. Additional costs will be limited to those arising out of late-scheduled costs. Should Buyer have outstanding balances due Hydro, no startup / field service will be scheduled until such payments are received by Hydro. Hydro will send documents to Buyer defining the service or startup requirements. Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Hydro's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Hydro shall have the option to bring the Field Service Engineer home and bill Buyer for time, travel and living expenses. Additional field service is available from Hydro at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.
14. **LIMITATION OF HYDRO'S LIABILITY.** Hydro assumes no liability or responsibility for the misuse of its products by Buyer, Buyer's employees, agents or assigns, or other use inconsistent with the use appropriate to the performance specification requirements submitted to Hydro, and Buyer agrees to indemnify and hold harmless Hydro for any loss, costs, expense or liability that it may incur or be put to as a result of misuse or inconsistent use of the products. In addition, Hydro shall have no liability to Buyer for any consequential or incidental damages incurred by Buyer in connection with the contract documents or the products purchased by Buyer. Hydro shall not be liable for any loss which results from delay in delivery caused by any reason beyond its control, including, but not limited to, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or inability to obtain materials or services, any interruption of its facilities, or act of any governmental authority. The time for delivery shall be extended during the continuance of such conditions. The total liability of Hydro to Buyer in the form of liquidated damages for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum.
15. **INTELLECTUAL PROPERTY.** Hydro shall retain sole ownership of all of its intellectual property used or produced in connection with the Project, including but not limited to all drawings, specifications, software, written materials, manuals, marks, business methods, and all other property that is capable of protection by a patent, copyright or trademark (whether or not such protection has actually been sought). Buyer shall not use such intellectual property except for the purpose of confirming the quality of design and/or manufacturing of the products and services set forth in the Proposal. Buyer shall not photocopy, duplicate or in any way copy such intellectual property except for the Buyer's internal purposes only (but not for rendering services or selling products to third persons). Buyer shall not sell, license, assign or transfer the intellectual property protected by this paragraph to anyone. Buyer shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Hydro) used for the Project, and shall indemnify and hold harmless Hydro against all claims by licensors of such software. Hydro makes no warranty regarding the effect of such third-party software on the performance of the software to be developed by Hydro for the Project and Hydro shall be released from any warranties given to Buyer to the extent that such software causes or contributes to problems. Following acceptance and final payment to Hydro, Hydro will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only in the form of the license agreement attached as Exhibit A. Patent: www.hydro-int.com/patents
16. **TAXES.** Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless Hydro is furnished with a proper exemption certificate relieving Hydro of paying or collecting the tax, excise, duty or levy in question.
17. **INTERPRETATION OF CONTRACT.** This contract shall be construed according to the laws of the State of Maine.
18. **CHOICE OF FORUM.** Buyer and Hydro hereby consent and agree that the United States District Court for the District of Maine or the District Court or Superior Court located in the City of Portland, County of Cumberland, Maine will have exclusive jurisdiction over any legal action or proceeding arising out of or relating to the contract documents, and each party consents to the personal jurisdiction of such Courts for the purpose of any such action or proceeding. Buyer and Hydro further hereby consent and agree that the exclusive venue for any legal action or proceeding arising out of or relating to the contract documents will be in the County of Cumberland, Maine. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction and venue.
19. **ATTORNEYS' FEES.** If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.
20. **SEVERABILITY.** If any provisions of this contract are held invalid by a court of competent jurisdiction, the remainder of this contract shall not be rendered invalid, and such invalid provisions shall be modified, in keeping with the letter and spirit of this contract, to the extent permitted by applicable law so as to be rendered valid.

21. **ANTI-BRIBERY.** Hydro International will not engage in any form of bribery or corruption. The offering, giving or receiving of bribes is contrary to Hydro International's values and can play no part in the way in which it carries out its business. Hydro requires you to support our approach and implement provisions consistent with our policy through your own organization and your supply chain. Please find a copy of our Anti-Bribery and Corruption Policy on our website at:
https://www.hydro-int.com/sites/default/files/hydro_international_anti-bribery_and_corruption_policy_-_july_2018.pdf

Weir Specialty Pumps

440 West 800 South
Salt Lake City, UT 84101
P.O. Box 209
Salt Lake City, UT 84110

Tel: 801-359-8731
Fax: 801-355-9303
www.weirsp.com

WEIR
WEMCO®
Pumps & Systems

PROPOSAL

April 4, 2019

SUBJECT: WEMCO PUMPING EQUIPMENT
JOB: Savannah, GA Travis Field WWTP
PROPOSAL NO. 955778

Thank you for your inquiry for WEMCO equipment. We are pleased to offer our quotation as described below:

Scope of Supply – Section 46 23 67 – Grit Removal Pump

Grit Removal Pump

Qty. (1) 4" X 4" MODEL C WEMCO Torque-Flow Pump with clockwise rotation complete with:

- High chrome wet-end materials (case, impeller, & wear-plate)
- Slurry Dynamics flush-less single mechanical slurry seal with tungsten carbide/silicon carbide faces
- 15HP, 284T, 1200RPM, premium efficient, severe duty, inverter duty rated, TEFC motor
- Bent steel base plate with side mount pump & motor arrangement
- Variable speed belts & sheaves – stationary control

Primary design condition: 250 GPM against 20' TDH running at 635 RPM.

Secondary design condition: 375 GPM against 37' TDH running at 860 RPM.

Please refer to the enclosed Technical Offer 955778 Item 001 for further details.

Scope of Supply – Section 46 23 67.1 Grit Classifier

Hydrogritter

Qty. (1) 12" Full Flare WEMCO Hydrogritter with (1) weir end mounted 1000C WEMCLONE designed to handle 250-375 GPM @ 7.5-15 PSI, to include the following:

- 316L stainless steel classifier tank, spiral, tank and cyclone supports, and tank cover guards
- 3/8" stainless steel sluice water valve with NEMA 4X enclosure
- 1/2 HP 1800 RPM TEFC efficiency motor
- Stainless steel spiral belt guards
- WEMCLONE with aluminium cone & apex sections with rubber liner
- Stainless steel WEMCLONE supports and 0-15 PSI pressure gauges with diaphragm seals

Please refer to the enclosed Technical Offer 955778 Item 002 for further details.

Following items are included in the scope:

- Factory certified performance testing (pumps only).
- Factory field start-up and O&M training: (1) trip and (3) days on-site.
- Tnemec high performance coatings.

WEIR

Following items are NOT included in the scope:

- Piping, fittings, valves, special tools, flush plans/systems, or anchor bolts.
- Controls of any kind, including VFDs, starters, or panels.

Technical Comments:

Section 46 23 67

- 2.01.B: The proposed flows are based on optimal performance for the cyclone, and the associated pump total dynamic heads (TDH) are estimated based on contract drawing M2-2. We recommend verification by the Engineer.
- Primary design condition is 250 GPM against 20' TDH running at approximately 635 RPM. The Secondary design condition is 375 GPM @ 37' TDH running at approximately 860 RPM. The 15 HP motor and variable speed belt drive are sized based on the secondary design condition. A VFD must be used to match the pump speed required for the primary design condition.

Section 46 23 67.1

- 1.07.B: Each cyclone is sized to handle an inlet feed of 250-375 GPM at a pressure of 7.5-15 psi.

Note only Sections 46 23 67, 46 23 67.1 and drawings M2.0A, M2.0B, M2.1, and M2.2 were received for review in the preparation of this proposal. Only those items specifically listed in our quotation will be included. Pricing is subject to change pending the receipt and review of any applicable specifications.

Documentation and Shipment Schedule:

Document submittal:.....4-6 weeks after receipt of order

Shipment:.....14-16 weeks after executed PO and submittal approval

Terms and Conditions

Bid Price: Pricing is F.O.B. jobsite, Full Freight Allowed. Detailed receiving inspection is required within 72 hours of delivery and notification of damage claims must occur within 5 working days of delivery. No taxes or duties of any kind are included.

Pricing is firm for the shipment(s) indicated, provided the included schedules are maintained.

Payment Terms: 100% Net 30 days. Payment terms in this proposal may not be changed without written authorization from WEMCO. Unauthorized retention of payments by Purchaser for any reason shall be subject to a service charge of 2% per month.

Bid Validity: This proposal is valid for an order for 60 days from the bid date and based on all conditions herein.

Warranty: The Warranty included will be per Weir Specialty Pumps Limited Warranty GSD-31 (6/14), or as otherwise noted.

Thank you for the opportunity of submitting our proposal on WEMCO pumping equipment, and if we may be of further service, please contact our representative in your area:

PRINCIPLE ENVIRONMENTAL
1770 The Exchange, Suite 210
Atlanta, GA 30339
Tel: 770-952-9444, Fax: 770-952-7933

Or you can contact this office directly.

Sincerely,

Sincerely,

Robert Haws
Applications Engineer
Weir Specialty Pumps
440 West 800 South (84101)
PO Box 209 SLC Utah 84110-0209
T: 801-530-7861
E: robert.haws@mail.weir

Customer Technical Offer

Customer	PRINCIPLE ENVIRONMENTAL	Size / Stages	4" Model C / 1
Item number	001: Grit Pump	Pump speed	635 rpm
Customer reference		Quote number	955778

Pump

Qty	Description
1	<p>4" Model C</p> <p>General Pump Options</p> <p>Pump Options</p> <ul style="list-style-type: none"> Clockwise rotation (CW) Steel pump hardware <p>Bearing lubrication</p> <ul style="list-style-type: none"> Oil lubricated bearings Nitrile elastomers <p>Case Assembly</p> <ul style="list-style-type: none"> 4x4 Case Vertical Top High chrome case (650+ BHN hardness) No case vent & drain Standard suction connection <p>Rotating Assembly</p> <p>Rotating Assembly</p> <ul style="list-style-type: none"> High chrome impeller (650+ BHN hardness) Static balance Steel shaft Steel impeller bolt <p>Pump Sealing</p> <p>Pump sealing</p> <ul style="list-style-type: none"> Seal Type: Single Mechanical Seal Slurry Dynamics Single Mechanical Seal Slurry Seal No shaft sleeve Hi-Chrome Gland Housing Material/Backplate Stainless steel gland <p>Driver</p> <p>Motors</p> <ul style="list-style-type: none"> WSP Supplied Motor: WSP Supplied Motor 15HP 284T 1200RPM Premium Efficiency TEFC Horizontal Motor <p>All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute.</p> <ul style="list-style-type: none"> Motor manufacturer - WSP Standard <p>Motor options</p> <ul style="list-style-type: none"> Inverter-Rated per NEMA MG 1 Part 31.4.4.2. <p>Baseplate and Drive</p> <ul style="list-style-type: none"> Belt Drive Baseplate - Side Mount Steel Baseplate WSP Standard Baseplate Design Steel Baseplate Hardware Fiberglass/Polyethylene Guards Left Hand Side Mount Motor <p>Belts and Sheaves</p> <ul style="list-style-type: none"> Variable Speed Belts and Sheaves - Stationary Control <p>Protective Coatings</p> <p>Paint type</p> <ul style="list-style-type: none"> Epoxy 3 Coat Paint - Blue (Prime, Intermediate and Top Coat)

Unless otherwise noted all motors will receive top coat only of specified paint

Pump

Qty	Description
	Packing & Shipping Shipping No Boxing WSP Decision Carrier Freight Rates Freight Rates - Georgia: Georgia Material Testing Material Testing No Hardness Testing No Non-Destructive Testing Testing Testing Testing Required Performance Testing 5 Point Performance Test, Single Speed Performance Test: Bare Pump Test Customer Approval PE Certified Start-up Start-up Factory Field Start-Up and O&M Training: (1) Trip and (3) Days On-site. Estimated Weights Bareshaft Pump: 890.0 lb Baseplate: 440.0 lb Driver: 380.0 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Total Per Unit Weight: 1,710.0 lb

Pump Performance Datasheet

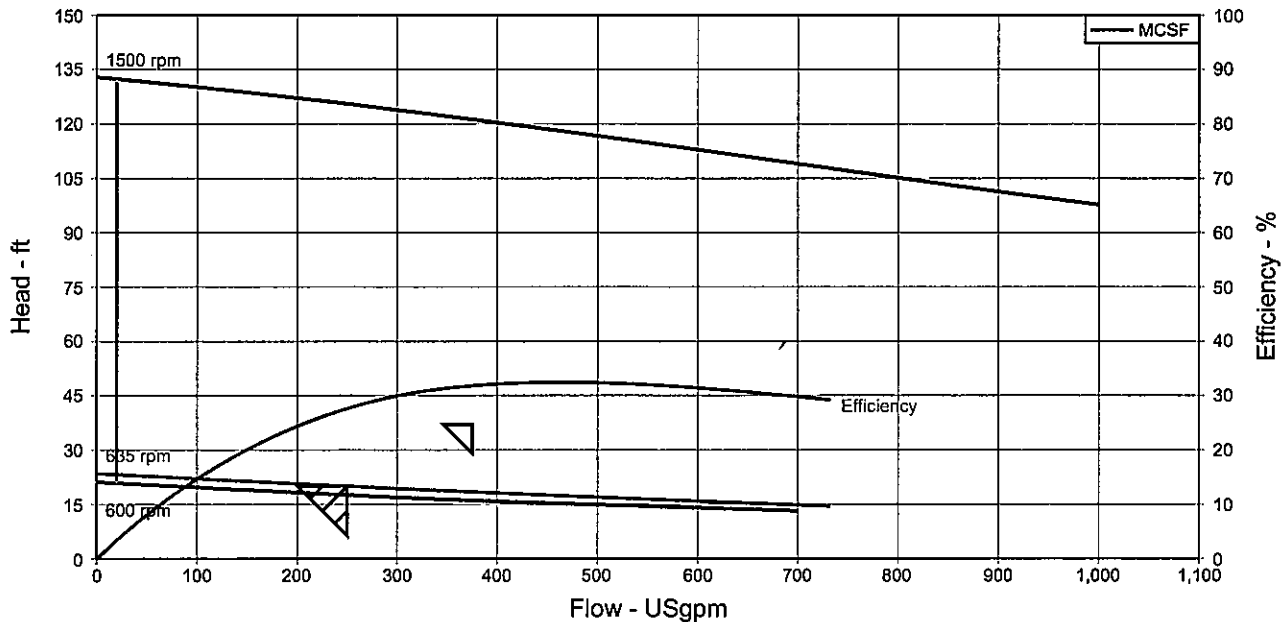
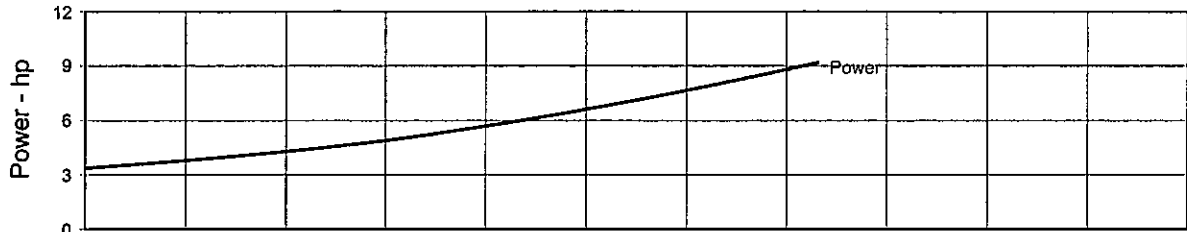
Customer	: PRINCIPLE ENVIRONMENTAL	Quote number	: 955778
Customer reference	:	Size	: 4" Model C
Item number	: 001: Grit Pump	Stages	: 1
Service	:	Based on curve number	: 4C_P10C-D56
Quantity	: 1	Date last saved	: 03 Apr 2019 4:08 PM

Operating Conditions		Liquid	
Flow, rated	: 250.0 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 20.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 20.18 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.00 psi.a

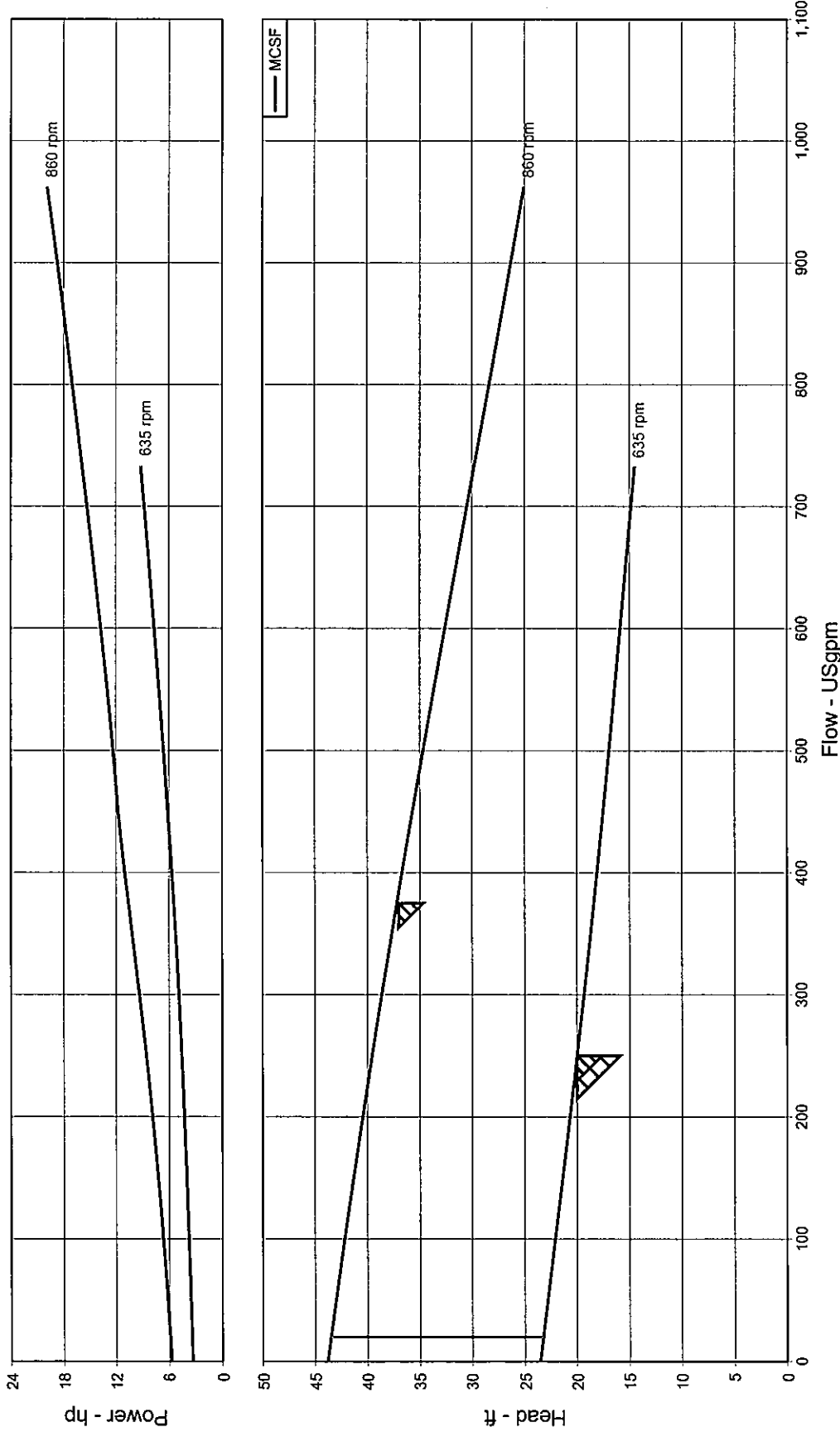
Performance		Material	
Speed, rated	: 635 rpm	Material selected	: Standard
Speed, maximum	: 1500 rpm		
Speed, minimum	: 600 rpm		
Efficiency	: 27.63 %		
NPSH required / margin required	: - / 0.00 ft		
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,830 / - US Units		
MCSF	: 20.00 USgpm		
Head maximum, rated speed	: 23.54 ft		
Head rise to shutoff	: 17.66 %		
Flow, best eff. point	: 464.7 USgpm		
Flow ratio, rated / BEP	: 53.80 %		
Speed ratio (rated / max)	: 42.33 %		
Head ratio (rated speed / max speed)	: 15.94 %		
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00		
Selection status	: Acceptable		

Pressure Data	
Maximum working pressure	: 10.19 psi.g
Maximum allowable working pressure	: 85.00 psi.g
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)	
Driver sizing specification	: Rated power
Margin over specification	: 0.08 %
Service factor	: 1.00
Power, hydraulic	: 1.26 hp
Power, rated	: 4.57 hp
Power, maximum, rated diameter	: 9.20 hp
Minimum recommended motor rating	: 5.00 hp / 3.73 kW



Multi-Speed Performance Curve



Customer : PRINCIPLE ENVIRONMENTAL

Customer reference :
 Item number : 001: Grit Pump
 Service :
 Quantity : 1
 Quote number : 955778
 Date last saved : 03 Apr 2019 4:08 PM

Size : 4" Model C

Stages : 1
 Based on curve number : 4C_P10C-D56
 Efficiency : 27.63 %
 Power, rated : 4.57 hp
 NPSH required : -
 Frequency : 60 Hz
 Nominal speed : 1200 rpm

Flow, rated

Differential head / pressure, rated : 250.0 USgpm
 Speed, rated : 20.00 ft
 Fluid density, rated / max : 635 rpm
 Viscosity, rated : 1.000 / 1.000 SG
 Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010] : 1.00 / 1.00 / 1.00 / 1.00

General Arrangement Drawing

Customer : PRINCIPLE ENVIRONMENTAL
 Customer reference :
 Item number : 001: Grit Pump
 Service :
 Quantity of pumps : 1.0

Quote number : 955778
 Size : 4" Model C
 Stages : 1
 Pump speed : 635 rpm
 Date last saved : 03 Apr 2019 4:08 PM

OPTIONAL RIGHT HAND MOTOR MOUNT

MOTOR F2 ASSEMBLY

PUMP SIZED BY: SUCTION X DISCHARGE / ALL DIMS. IN INCHES

MOTOR SET	MOTOR FRAME	E	F	B	L	N	NX	V	X	Z	CB	CC	CD	RA	RX	SHAFT CTR.-TO-CTR.	T	W
4X4 OR 5X4	182T - 284T - 365T	1	13	15	9	38 3/8	46 1/2	5 3/4	17 1/2	20	10 1/4	47	45			18 1/8 - 23	4	
6X4	182T - 284T - 365T	1	13	15	12	41 1/8	51 1/2	5 3/4	17 1/2	20	10 1/4	47	45	1	15	22 5/8 - 31 1/2	4 3/4	1
							51 1/4	5 1/4	20	22 1/2	13	80	58	2		22 5/8 - 31 1/2	4 3/4	4 1/2

NOTES:

- PUMP AS SHOWN IS AS VIEWED FROM SUCTION END. DESIGNATED ROTATION AND MOTOR LOCATION IS AS VIEWED FROM SHAFT END.
- SUCTION AND DISCHARGE FLANGES MATE WITH STD. 150 LB. ANSI FLANGES.
- DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.

OPTIONAL RIGHT HAND MOTOR MOUNT

1/4" NPT STUFFING BOX WATER CONNECTION
 SUCTION
 DISCHARGE
 MOTOR
 4 LIFTING EYE-BOLTS
 (4) #7/8 HOLES FOR #5/4 ANCHOR BOLTS 1" TYP.
 F ± 1/8
 6 ± 3/16
 3 J
 CB
 CD
 CC
 - SHAFT CTR. TO CTR. -
 BELT GUARD
 1/4" ± 1/4
 N ± 3/8
 OIL FILL W/VENT (FAR SIDE)
 1.1/4 TYP
 3/4 NPT SCUPPER DRAIN
 RX
 OIL DRAIN (FAR SIDE)
 OIL LEVEL (FAR SIDE)

STANDARD LEFT HAND MOTOR MOUNT
 VERTICAL UP DISCHARGE

DESIGNED BY	DATE	SCALE	REV.
CHECKED BY	DATE	REV.	
APPROVED BY	DATE	REV.	
WEIR SPECIALTY PUMPS 440 WEST 800 SOUTH, SALT LAKE CITY, UT 84101 PHONE: 801 359 8731 FAX: 801 530 7828 WWW.WEIRSP.COM			

General Arrangement Drawing

Customer : PRINCIPLE ENVIRONMENTAL
 Customer reference :
 Item number : 001: Grit Pump
 Service :
 Quantity of pumps : 1.0

Quote number : 955778
 Size : 4" Model C
 Stages : 1
 Pump speed : 635 rpm
 Date last saved : 03 Apr 2019 4:08 PM

NOTE:

1. ITEMS 84 AND 81 ARE FOR SHIPPING PROTECTION ONLY
2. REFERENCE WINDOOL INSTRUCTIONS 84372 FOR IMPELLER
3. REFERENCE WINDOOL DATA SHEET WINDOOL-0111 FOR BEARINGS, IMPELLER AND IMPELLER ASSEMBLY
4. PUMP EXHAUST FLOWING TO SEAL SEE
5. LOCAL OPERATING FOR 3/4" PRESSURE RATED IMPELLER
6. STRUCTURE, TYPICAL, OR SECTION SHEETS

QTY	ITEM	PART NO.	DESCRIPTION
1	1	CASE	
1	2	IMPELLER	
1	3	FRAMES, ENGINE	
1	4	IMPELLER MOUNTING	
1	5	IMPELLER MOUNTING	
1	6	IMPELLER MOUNTING	
1	7	IMPELLER MOUNTING	
1	8	IMPELLER MOUNTING	
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1	96	IMPELLER MOUNTING	
1	97	IMPELLER MOUNTING	
1	98	IMPELLER MOUNTING	

Customer Technical Offer

Customer	PRINCIPLE ENVIRONMENTAL	Size / Stages	12-FF-WE / 1
Item number	002: Hydrogritter	Pump speed	0
Customer reference		Quote number	955778

Pump

Qty	Description
1	<p><i>WEMCO Hydrogritter 12" Full Flare - Weir End</i></p> <p>Tank Options</p> <p>Tank Options</p> <ul style="list-style-type: none"> Stainless steel tank NEMA4X safety stop enclosure Stainless steel hardware Extended tank support Stainless steel tank support No grit chute <p>Spiral Options</p> <p>Spiral Options</p> <ul style="list-style-type: none"> Stainless steel spiral guard Stainless steel spiral single pitch ARS wear shoes Stainless steel spiral hardware Spiral speed - 12 RPM <p>Drive</p> <p>Drive Options</p> <ul style="list-style-type: none"> Stainless steel driven assembly No torque limiter No zero speed sensor Belt driven Stainless steel belt guard <p>Sluice water</p> <p>Sluice Water Options</p> <ul style="list-style-type: none"> Stainless steel sluice water valve 120V NEMA 4 sluice water valve enclosure <p>Wemclone</p> <p>Wemclone Configuration</p> <p>Wemclone quantity</p> <ul style="list-style-type: none"> Single Wemclone 1000C Wemclone (quantity of 1) Aluminum Wemclone Rubber Wemclone liner Stainless steel Wemclone hardware Wemclone overflow piping -02 45 degrees Inlet arrangement C 45 degree Wemclone Stainless steel Wemclone pressure gauge 0-15 PSI Wemclone pressure gauge (single wemclone) <p>Feedbox</p> <p>Feedbox Options</p> <ul style="list-style-type: none"> Center feedbox One stainless steel feedbox <p>Motor</p> <p>1/2 HP 1800 RPM E-PACT Efficient 230V/460V TENV Severe Duty Motor</p>

Pump

Qty	Description
	<p>Protective Coatings</p> <p>Paint type</p> <p>Paint Preparation: Standard paint preparation (clean and blast)</p> <p>Tank Exterior and Cyclone - Epoxy 2 Coat Paint - Blue (Prime and Top Coat)</p> <p>Tank Interior and Spiral - Coal Tar Epoxy Paint - Black</p> <p>Stainless steel parts on the Hydrogritter will not be painted</p> <p>Packing & Shipping</p> <p>Shipping</p> <p>No Boxing</p> <p>WSP Decision Carrier</p> <p>Freight Rates</p> <p>Freight Rates - Georgia: Georgia</p> <p>Start-up</p> <p>Start-up</p> <p>Factory Field Start-Up and O&M Training: (1) Trip (3) Days</p> <p>Estimated Weights</p> <p>Tank: 745.0 lb</p> <p>Wemclone: 650.0 lb</p> <p>Driver: 30.00 lb</p> <p>Misc. Weight: 0.00 lb</p> <p>Misc. Weight: 0.00 lb</p> <p>Misc. Weight: 0.00 lb</p> <p>Total Per Unit Weight: 1,425.0 lb</p>

No Group

Qty	Description
1	<p>Flow Rate/per cyclone 250GPM: 250.0 USgpm</p> <p>Inlet Pressure 7.5PSI: 7.50 psi.g</p>

General Arrangement Drawing

Customer : PRINCIPLE ENVIRONMENTAL
 Customer reference :
 Item number : 002: Hydrogritter
 Service :
 Quantity of pumps : 1.0

Quote number : 955778
 Size : WEMCO Hydrogritter 12" Full Flare - Weir End
 Stages : 1
 Pump speed : 0
 Date last saved : 03 Apr 2019 2:53 PM

NOZZLE SCHEDULE			
SYMBOL	QTY.	SIZE	RATING TYPE SERVICE/NOTE
(A)	1	6"	CLASS 125 FLAT FACE OVERFLOW CONNECTION (1)
(B)	1	4"	CLASS 125 FLAT FACE INLET CONNECTION
(C)	1	2 1/2"	SCH 40 NPTM TANK OVERFLOW
(D)	1	2"	SCH 40 NPTM TANK DRAIN (PLUGGED)
(E)	1	3/8"	SCH 40 NPTM SLUICE WATER WASH, 3/8" NPT
(F)	1	1"	NPTM POSSIBLE VENT (PLUGGED)
(G)	1	3/4 1/2"	RECT. GRIT DISCHARGE OPENING

APPROXIMATE WEIGHTS	
12" STRAIGHT TANK	474 LB
12" FULL FLARE TANK	510 LB
WATER	228 LB
SPIRAL, SINGLE RIBBON	336 LB
SPIRAL, SINGLE RIBBON	235 LB
WEMCLONE 1000C WITH WATER	450 LB
WEMCLONE SUPPORT	200 LB
WEMCLONE ASSEMBLY	200 LB
TOTAL OPERATING WEIGHTS	1731 LB TOTAL
SINGLE RIBBON ASSY	138 LB
ADD FOR DOUBLE RIBBON	138 LB
DOUBLE RIBBON ASSY	1725 LB TOTAL
DOUBLE RIBBON ASSY	1859 LB TOTAL

ITEM NO.	DESCRIPTION
1	WEDGMENT, TANK - 12" STRAIGHT OR FULL FLARE
2	PLUS, DRAIN - 2" NPT
3	SPIRAL ASSEMBLY - SINGLE OR DOUBLE RIBBON
4	WEIR BAR
5	LIFTING DEVICE ASSEMBLY
6	DRIVEN ASSEMBLY
7	DRIVER ASSEMBLY
8	TANK SUPPORT ASSEMBLY
9	SLUICE WATER ASSEMBLY
10	WEMCLONE FIRING ARRANGEMENT
11	WEMCLONE ASSEMBLY
12	WEMCLONE PIPING GAUGE ASSEMBLY
13	FEEDBOX ASSEMBLY
14	SPIRAL GUARD ASSEMBLY
15	WEMCLONE SUPPORT ASSEMBLY
17	DECAL MT

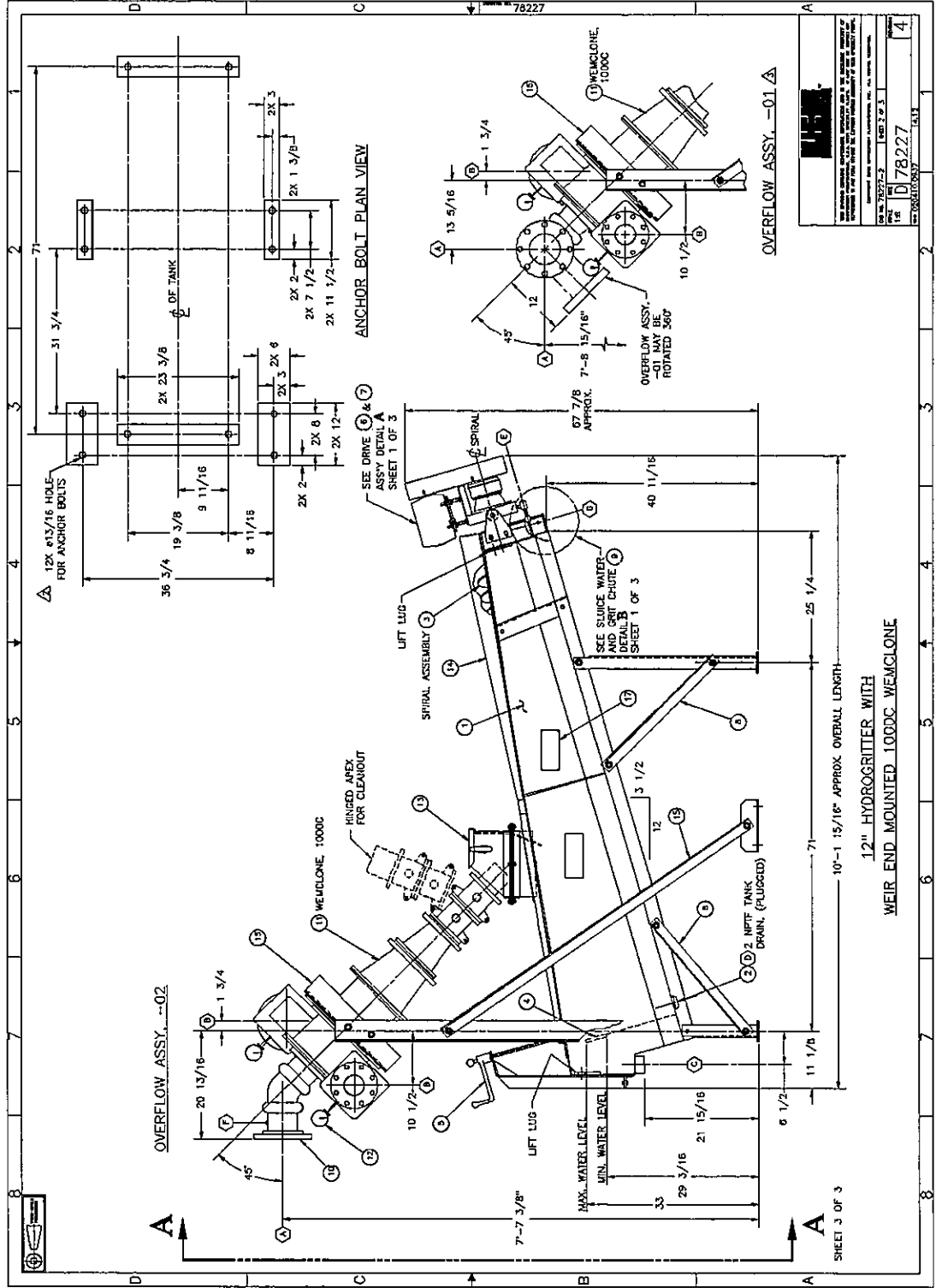
NOTES:

- (1) GRIT FREE DISCHARGE FROM CYCLO AND TANK MUST BE VENTED BY OTHERS. (SEE DETAIL)
- SPIRAL COVERS AND BELT GUARD MUST BE IN PLACE BEFORE OPERATING THE MACHINE.

General Arrangement Drawing

Customer reference : PRINCIPLE ENVIRONMENTAL
 Item number : 002: Hydrogritter
 Service :
 Quantity of pumps : 1.0

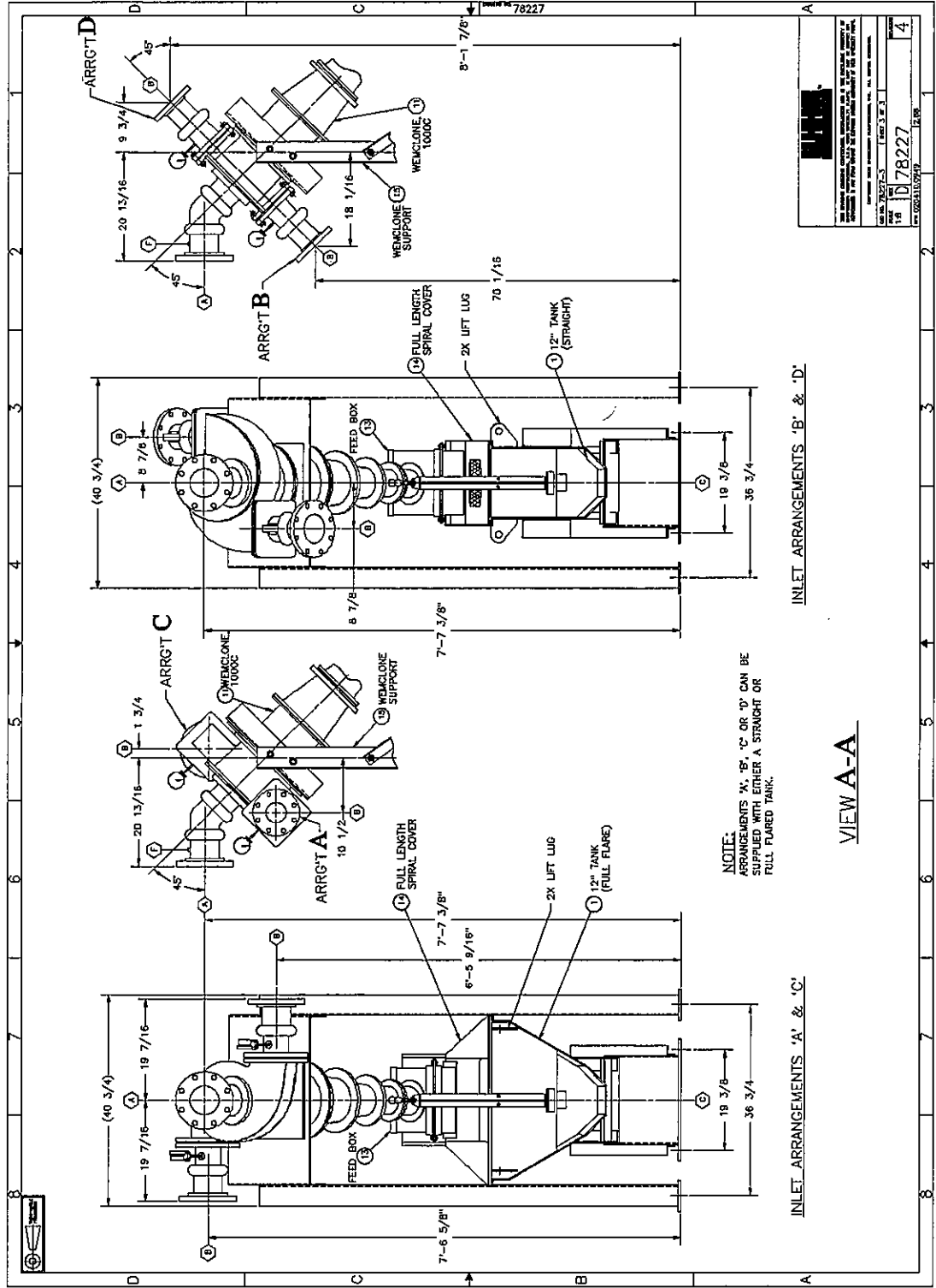
Quote number : 955778
 Size : WEMCO Hydrogritter 12" Full Flare - Weir End
 Stages : 1
 Pump speed : 0
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General Arrangement Drawing

Customer : PRINCIPLE ENVIRONMENTAL
 Customer reference :
 Item number : 002: Hydrogritter
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 Stages : 1
 Pump speed : 0
 Date last saved : 03 Apr 2019 2:53 PM





EnviroTech Pumpsystems, Inc d.b.a.

Weir Specialty Pumps (Seller)

An Unincorporated Division of THE WEIR GROUP PLC

GENERAL TERMS and CONDITIONS of SALE

1. SCOPE: Unless otherwise agreed in writing, Seller's acceptance of Purchaser's purchase order is conditioned upon Purchaser accepting these terms and conditions. Seller sells its equipment in accordance with the following provisions.

2. PRICES: Prices are EXW. Prices do not include any federal, state or local sales, use or other taxes and taxes may be added to the price.

3. TERMS: Unless otherwise agreed, all invoices are due and payable in full, net-30 days from date of shipment or notification of readiness to ship, whichever is earlier. Credit terms are subject to Purchaser's credit worthiness, which shall be determined solely by Seller.

Late payments shall be charged interest at the rate of 1.5% per month or the highest rate allowable under law, whichever is less. Purchaser shall pay the full amount, regardless of any payment schedule between Purchaser and its customer.

If Purchaser is in default of any payment Seller may offset any monies of Purchaser available to Seller or in Seller's possession; declare all payments for completed work immediately due and payable; stop all further work until payments are brought current, and/or require advance payment for future shipments.

4. ITEMS INCLUDED: Each sale includes only the equipment described in the order.

Seller shall supply only those safety devices, if any, described in the order or in its proposal and drawings, and shall comply with those provisions of the federal Occupational Health and Safety Act of 1970 that Purchaser and Seller have identified as specifically applicable to the manufacture of the goods. .

5. SECURITY INTEREST: To the extent allowable under applicable law, Seller retains a security interest in, and right of repossession, to the goods until Purchaser has paid in full. Purchaser will not encumber, nor permit others to encumber, the goods by any liens or security instruments. In the event legal action is necessary to enforce Purchaser's obligations under any order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it prevails. Purchaser shall provide

insurance for Seller's benefit to protect Seller's interest against loss or damage until the goods are fully paid for.

6. SHIPMENTS AND DELIVERY: Purchaser must provide Seller all necessary information and instructions regarding its requested delivery schedule, including any required drawing approvals, and Seller shall use its reasonable efforts to meet the shipment dates in the order. However, any such dates are estimates only and are neither guaranteed nor a term of this agreement. Seller shall have no liability to Purchaser or its customer for any damages, whether direct or indirect, for any delay in shipment or delivery, regardless of the severity of the delay.

Unless otherwise agreed, all shipments are EXW Seller's factory, Incoterms 2010, and Purchaser shall make all claims for damage, delay, or shortage arising from any shipment directly against the carrier. When shipments are specified EXW, Purchaser shall inspect the goods, and notify Seller of any damage or shortage within seven days of receipt. Purchaser agrees that failure to so notify Seller shall be deemed as acceptance of the goods.

Unless agreed otherwise in the order, Seller may make partial shipments of completed items for partial payment under the terms of the order.

7. WARRANTY: Seller warrants the goods in accordance with its current applicable Seller's Product warranty, which is incorporated by reference here.

8. PATENTS: Purchaser agrees that it shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses to which the Seller may become liable by reason of any infringement or alleged infringement of a patent or patents arising out of performance of this order if the equipment is constructed in accordance with Purchaser's detailed drawings or designs submitted to Seller.

9. SUSPENSION OR DELAY: If Purchaser requests a suspension, or delays Seller's work, Purchaser shall pay Seller all reasonable and necessary costs incurred due to the suspension or delay, plus Seller's overhead and reasonable profit. Additionally, all charges and risks for storage, disposition, and/or resumption of work shall be borne solely by Purchaser.



10. LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY FOR LOSS OF USE, REVENUE, SAVINGS, OR PROFIT; COSTS OF CAPITAL; SUBSTITUTE USE OR PERFORMANCE; INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; CLAIMS BY PURCHASER FOR DAMAGES OF PURCHASER'S CUSTOMERS; OR ANY OTHER LOSSES OR COSTS OF SIMILAR TYPE. "Consequential Damages" shall mean loss or deferral of production, loss of product, loss of use, exclusion and loss of revenue, profit or anticipated profit, cost of capital, overhead, cost of substitute products or services, downtime costs, increased cost of working, loss of contract or business interruption, facility, vessel, or rig downtime, costs relating to cleanup, removal, release or threatened release, remediation, or disposal of or any response to any hazardous material, inability to use property and equipment, losses resulting from failure to meet other contractual commitments, claims of a party's customers for any of the foregoing, and special, incidental, punitive, and speculative damages, as well as indirect losses or damages of any type no matter how characterized.

SELLER'S AGGREGATE LIABILITY TO PURCHASER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO GOODS SOLD OR SERVICES PROVIDED OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE TOTAL VALUE OF THE ORDER UNDER WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

11. CHANGES AND BACKCHARGES: Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller and Purchaser first agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to 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.

Purchaser agrees not to return goods or backcharge for labor, materials, or other costs incurred in modification, adjustment, service or repair of goods unless previously approved in writing by an authorized employee of Seller.

12. CHANGES IN DESIGN: Upon written notification to Purchaser, Seller may modify the design and construction of the goods in order to incorporate improvements or to

substitute material equal, or superior, to that originally specified. No charge shall be made to Purchaser for modifications made at Seller's option.

13. DUAL USE ITEMS: In accordance with current U.S. government export rules, items made from Hastelloy C-22 alloy, Hastelloy C-276 alloy, and Inconel 718 alloy, forming part of any order fall into the category of "dual use," for which Seller is required to obtain an export license. If an order includes a dual use alloy, the order will not be considered accepted until the U.S. government has issued an export license. Furthermore, the delivery schedule for any good requiring regulatory approval shall only start once Seller has that approval. If the government denies an export license the order will be considered to have been terminated by Force Majeure.

14. PROPRIETARY INFORMATION: All information furnished by Seller is solely for Purchaser's use in connection with the maintenance and operation of the goods and shall not be disclosed to any third party without Seller's prior, written consent.

15. FORCE MAJEURE: Seller shall not be liable nor responsible to Purchaser, nor be deemed to have defaulted under or breached this agreement, for Seller's failure or delay in fulfilling or performing any of its obligations under this agreement if such failure or delay is caused by, or results from, (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) other events beyond the reasonable control of Seller ("Force Majeure"). Seller shall give Purchaser notice within a reasonable time of the Force Majeure event and shall use reasonable efforts to end the failure or delay and ensure the effects of Force Majeure are minimized. Should there ever be any time of performance it shall be extended for a time period equal to the period of Force Majeure and its consequences.

16. GOVERNING LAW: This agreement shall be interpreted in accordance with the laws of the State of Utah, U.S.A., without regard to its conflicts of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Purchaser shall comply with all applicable laws. Seller and Purchaser irrevocably and unconditionally consent to, and submit_themselves to, the exclusive jurisdiction of the state or federal courts of Salt Lake County, Utah, as the exclusive jurisdiction and venue for the resolution of conflicts arising from or pursuant to this agreement.



17. INDEMNITY: Seller shall indemnify, defend and hold Purchaser harmless from any claim, cause of action or liability incurred by Purchaser 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 Purchaser (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

18. U.S. EXPORT COMPLIANCE: Furthermore, as Purchaser 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 goods provided under the order, including any export license requirements. Purchaser agrees that such goods shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner that will result in non-compliance with such applicable export laws and regulations. It shall be a condition of Seller's continuing performance of its obligations that compliance with such export laws and regulations be maintained at all times. Purchaser agrees to comply with all applicable export laws and regulations of the U.S. Commerce, Treasury, State and Defense Departments or other agency regulating exports from the United States. Purchaser agrees it will not export, re-export or permit the re-export of any Seller good to an ultimate destination of a restricted and/or embargoed country listed by the Department of State, Department of Commerce or the Department of Treasury and/or restricted and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation

Sanction List, Bureau of Industry and Security's Denied Person's List, Entity List and Unverified List and the Office of Foreign Assets Control's Specially Designated Nationals List or any other U.S. government list. Nor will Customer export, re-export or permit the re-export of any Seller good for any prohibited uses under the U.S. export laws.

To the extent that Purchaser subcontracts its services or utilizes agents or third-parties with respect to the provision of the Services to Seller, Purchaser shall incorporate the obligations of this provision with respect to export compliance into its respective subcontracts and agreements with such sub-contracted agents and third parties. All contracts entered into by Purchaser with agents, affiliates, or third-parties, must also include a specific requirement to comply with all laws and regulations (including U.S. export laws).

PURCHASER 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.

19. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto and supersedes any previous communications, representations, or agreements, whether oral or written, and is not subject to modification except in writing, signed by an authorized officer of each party.



EnviroTech Pumpsystems, Inc d.b.a.

Weir Specialty Pumps (WSP)

An Unincorporated Division of THE WEIR GROUP PLC

LIMITED WARRANTY

COVERAGE: WSP (Seller) warrants its products to be free from defects in materials and workmanship when operated under the normal conditions for which the products were designed.

WARRANTY PERIOD: This warranty covers a period of twelve (12) months from the date product was placed into service, or eighteen (18) months from the date of shipment, whichever occurs first.

REMEDIES: If the product fails due to defective materials or workmanship within the warranty period, WSP's sole obligation after verification of the defect, shall be at its discretion the repair or replacement of the product. THIS PARAGRAPH PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A PRODUCT, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND HERE OR ELSEWHERE IN THE TERMS AND CONDITIONS.

OWNER'S OBLIGATIONS: Owner shall notify Seller of a defect within ten (10) days of its discovery. At Owner's expense, the defect may be verified at Owner's site, at Seller's authorized facility, or by returning the product to Seller's factory.

EXCLUSIONS: This warranty does not apply to consumable items that are normally replaced during maintenance; and defects resulting from improper installation, operation, maintenance, storage, neglect, or accident. This warranty does not cover any expense for repairs or alteration performed outside Seller's factory without Seller's prior authorization. Equipment and accessories not manufactured by Seller are warranted only by the original manufacturer's warranty. Seller shall not be liable for costs of removal, transportation, or reinstallation of products. Seller shall not be liable for any consequential, special, incidental, or indirect damages or delays resulting from or related to defective products.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT COULD ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS ALL STATUTORY WARRANTIES.

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