

SECTION 00 91 11
ADDENDUM NUMBER 1

PARTICULARS

- 1.01 DATE:** SEPTEMBER 11, 2015
1.02 PROJECT: WASTEWATER TREATMENT SYSTEM UPGRADE &
1.03 PROJECT LOCATION: HARBESON, DE
1.04 OWNER: ALLEN HARIM FOODS, LLC
1.05 ENGINEER: REID ENGINEERING COMPANY, INC.

TO: PROSPECTIVE BIDDERS:

- 2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL PROCUREMENT DOCUMENTS DATED SEPTEMBER 2, 2015, WITH AMENDMENTS AND ADDITIONS NOTED BELOW.**
2.02 ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM. FAILURE TO DO SO MAY DISQUALIFY THE BIDDER.

ATTACHMENTS

- 3.01 THE FOLLOWING ATTACHMENTS SHALL BE INCLUDED AS PART OF THIS ADDENDUM.**
A. Dutchland, Inc. Proposal
B. Evoqua Proposal

CHANGES TO THE PROJECT MANUAL - SPECIFICATIONS:

4.01 SECTION 43 41 68 - MANUFACTURED WASTEWATER TREATMENT TANK

- A. The Site Access and Preparation Specific section in its entirety of the attached Dutchland, Inc. proposal shall be included in the Contractor's Scope of Work.

4.02 SECTION 46 43 63 - DISSOLVED AIR FLOTATION SYSTEM

- A. Delete Paragraph 1.01, A. - "The equipment described in this Section shall be supplied as an Owner Supplied Product." in its entirety
B. The Contractor shall supply and install all equipment in this Section.

4.03 SECTION 43 51 18 - SLOT INJECTOR AERATION AND MIXING SYSTEM

- A. Delete Paragraph 1.01, A. - "The equipment described in this Section shall be supplied as an Owner Supplied Product." in its entirety
B. The Contractor shall supply and install all equipment in this Section.

REQUESTS FOR INFORMATION

5.01 RESPONSE TO RFIS

- A. Response to RFIs 1 through 4 are included in the attached RFI Log.

END OF ADDENDUM NUMBER 1

RFI Log

No.	COMMENT	RESPONSE
1	M203 – Is the pump suction stainless or carbon steel?	Stainless Steel
2	M601 – Is the exposed clarifier effluent stainless or carbon steel?	Stainless Steel
3	Can the Clarifier Mechanism scope of supply be made available to the Bidders	The Evoqua proposal is attached to this Addendum
4	Is the Contractor responsible for painting the clarifier mechanism	The clarifier mechanism is factory primed. The Contractor shall field paint the finish coat with a compatible paint system.



Dutchland INCORPORATED

160 Route 41
Gap, PA 17527-9410
Phone 717.442.8282
Fax 717.442.9330

www.dutchlandinc.com

CONTRACT PROPOSAL # E15017-2

Specializing
In
Designing
Manufacturing
And
Constructing

September 2, 2015

Allen Harim Foods LLC
18752 Harbeson Rd.
Harbeson, DE 19951
ATTN: Jim Quinton

RE: Allen Harim – Harbeson, DE

Waste
Water
Treatment
Plants

Dutchland, Inc. manufactures various precast structures including, but not limited to, post-tensioned circular and rectangular concrete tanks to be used for potable water, wastewater storage, and wastewater treatment. We are pleased to offer the following proposal.

Scope of Work Description:

Design, manufacture, deliver, and install the Equalization and Clarifier Tank Structures. Tanks are to be installed onto a stone sub-base installed by others. All site work, site access, dewatering, and mechanical installation to be provided by others. Pricing is based on all tank structures being installed concurrently with continuous site access.

Water
Storage
Tanks

NOTE: This proposal is based on John D. Hynes & Associates Geotechnical Report of April 30, 2015, as well as their August 28, 2015, supplement to the report. Dutchland, Inc. will not require any site preparation beyond what is recommended in the supplement, assuming that the prepared site meets the soil bearing and settlement values given within the supplement.

Pumping
Stations

Tank Descriptions:

Equalization Tank

Base Outside Diameter: 68'-10"
Tank Inside Diameter: 65'-0"
Wall Height: 26'-0"
High Water Level: 24'-6"

Bridge
Culverts

Clarifier Tank

Base Outside Diameter: 83'-10"
Tank Inside Diameter: 80'-0"
Wall Height: 13'-0"
High Water Level: 12'-0"

Custom
Precast
Concrete
Structures

Inclusions:

1. Base slabs to include cast-in PRV's to address groundwater conditions onsite.
2. Cast-in-place concrete base slabs consisting of a 16" thickness under the wall panels and reducing to a 10" thickness at a 3:1 ratio for the remainder of the base slabs with no slope for base slabs.

3. AWWA D115 precast post-tensioned concrete walls.
4. Furnish and install the following appurtenances:
 - a. One (1) galvanized elliptical wall man-way, 18" x 24", in the EQ tank. *Clarifier tank does not include a wall man-way.*
 - b. Clarifier tank to include interior precast post-tensioned effluent launder rested on precast corbels.
 - c. Effluent "V" notch weirs attached to the effluent trough.
 - d. Scum baffle as shown attached to the hinged skimmer.
5. Minimum compressive strength of cast-in-place concrete shall be 4,000-PSI at 28-days.
6. Minimum compressive strength of precast concrete shall be 5,000-PSI at 28-days.
7. All reinforcement to be standard, non-epoxy coated.
8. Furnish and install base and wall joint sealant per Dutchland, Inc. design standards.
9. All labor, material, and equipment necessary to pour bases and erect tank structures.
10. Provide shop drawings and calculations signed and sealed by a licensed Professional Engineer in the State of Delaware for Dutchland, Inc.'s precast components, base reinforcing, and concrete design.
11. Ten-year limited structural warranty. (See "Qualifications and Clarifications" section of this proposal for more definition.)
12. Cast-in wall pipes as shown in Reid Engineering Drawings dated 8-21-15.
13. Sussex County prevailing wages for all onsite labor.

Exclusions:

1. All site work related to access, excavation, excavation maintenance, sub-base preparation, dewatering, crane pads, delivery truck roads and pads, concrete delivery wash out areas/holes, and backfill of tank site.
2. Survey or layout work, excavation bracing or shoring.
3. Engineering or approval fees.
4. Dumpsters, sanitary stations, or any other temporary facilities.
5. Swept-in grout or effluent launder slope grout.
6. All piping through and underneath the base slabs.
7. All interior and exterior equipment and piping.
8. All testing including concrete strength break testing and tank leak testing. Contractor is responsible for water supply, disposal of water, all pumping, pipe plugs, and labor to fully execute the leak testing requirements.
9. Access stairs, ladders, permanent or temporary handrail, temporary or permanent safety barricades, grating or grating support. Safety railing installed by Dutchland, Inc. is for use by Dutchland, Inc. personnel only and will be removed upon Dutchland's demobilization from site.
10. Interior and exterior coatings if required.
11. Areas of stone for crane lay down and truck staging near the crane.
12. Taxes.
13. Union labor or the inclusion of Project Labor Agreements (PLA).
14. Traffic control into and onsite.
15. All costs associated with wintertime/cold weather construction.
16. Protection of work.
17. Tire scrubbers and street sweeping.
18. Consequential damages or GC/Owner's attorney fees.
19. Installing any item that Dutchland, Inc. did not supply.

20. All bonds. This includes performance and payment bonds, state and local highway bonds, and road bonds.
21. Costs to repair any road damage caused by concrete trucks, tractor-trailer delivery trucks, and cranes.
22. Permits, easements, and right of way agreements.

Site Access and Preparation Specific:

1. GC is responsible for all labor, material, and costs associated with providing and maintaining access roads into and within the jobsite as required to support the logistics of Dutchland, Inc. Site access roads are to be level, cleared, and dry (in all weather conditions), with a 14'-0" minimum height clearance and 15'-0" minimum width capable of handling tractor trailer combinations with 90,000 lbs. GVWR operating under their own power with adequate maneuverability.
2. GC is responsible for all labor, material, and costs associated with providing and maintaining crane and pump truck pads to support the Dutchland, Inc. logistics with an area in front of the crane or pump truck pads to accommodate two tractor trailers or mixer trucks for off-loading. Crane and pump truck pads are to be level, solid, cleared, and dry (in all weather conditions).
3. Site access roads, crane and pump truck pads must be maintained by the GC until Dutchland, Inc. has completed its scope of work. Application of stone by GC may be required to ensure all weather access and maintenance.
4. GC is responsible for all necessary work to eliminate any overhead or ground interference for Dutchland, Inc.'s equipment on site including the crane and its 360-degree rotation. The crane operator must have an unobstructed view of their work area.
5. Dutchland, Inc. will require the excavation to extend 4'-0" beyond the perimeter of the concrete base to allow for adequate working access.
6. GC to provide survey and layout complete with the corners of the tank structure(s) and all underground utilities marked (off-set so they are not in the way of the excavator), and an elevation pin.
7. GC is responsible for testing the subgrade and/or sub-base bearing capacity to confirm it meets the required bearing capacity, moisture, and density. GC must sign Dutchland, Inc.'s "Base Foundation and Sub-grade Verification" form prior to Dutchland, Inc. mobilizing to site. This is a non-negotiable condition. GC will be responsible for all repairs and costs if concrete walls or concrete base shift, move, or crack due to poor subgrade and/or sub-base bearing capacity.
8. GC to consider Dutchland, Inc.'s access requirements when determining shoring locations for the excavation. Any additional costs associated with the failure to coordinate shoring locations with the access requirements of Dutchland, Inc. will be the sole responsibility of the GC.
9. GC to keep the excavation for the tanks free of water at all times by any means necessary. This includes measures necessary to eliminate storm water runoff from entering the excavation site and snow removal. Water removal and the protection necessary to prevent water from entering the excavation site must continue until the tank is installed and the backfilling is complete.
10. GC to furnish and install a stable subgrade, geo-textile fabric, and stone sub-base capable of achieving the minimum bearing capacity defined by the Design Engineer. The geo-textile fabric is to be installed by the GC between the ground and the stone due to the pressure release valves, which will be cast into the base slabs by Dutchland, Inc. A 12" minimum thick stone sub-base consisting of 1/2" stone finely leveled and screeded within 1/2" of stone grade specified in the approved shop drawing created by Dutchland, Inc.
11. GC to provide a water supply to Dutchland, Inc. with no fee imposed upon Dutchland, Inc. for its use.
12. All excavation, trenching, or similar shall be performed by the GC/Site Contractor and shall be in strict conformance with any and all applicable OSHA regulations and requirements, as well as conformance with any and all applicable safety requirements of all applicable governing entities.
13. Backfill must be completed per project plans and specification requirements.

General Qualifications/Clarifications:

1. Dutchland, Inc.'s 10-Year Limited Structural Warranty warrants that all products manufactured and installed by Dutchland, Inc. shall be free of defects in workmanship and materials from the date delivered and/or installed at the jobsite and not from the completion date of the project. The warranty provided for any material or equipment not manufactured by Dutchland, Inc. will be equal to the duration provided by the manufacturer of the material or equipment or for a period of one year from the date the material or equipment is delivered and/or installed at the jobsite and not the completion date of the project. GC or final Owner must notify Dutchland, Inc. promptly in writing of a nonconformity or defect discovered within the warranty period. Dutchland, Inc. will investigate the nonconformity or defect claim and correct the nonconformity or defect if it is discovered to be directly caused by workmanship and/or material of Dutchland, Inc. This Limited Warranty is the sole and exclusive warranty provided by Dutchland, Inc. and there are no other express or implied warranties, written or oral, which are issued by Dutchland, Inc.
2. The GC is to use extreme care when vehicles/heavy equipment are/is close to tank structure(s).
3. Payment for precast manufactured and stored at Dutchland, Inc. is required. Dutchland, Inc. will provide insurance and all required documentation.
4. Billing to be based on mutually agreed upon schedule of values with monthly invoicing based on actual work completed. Net thirty (30) days.
5. Payment security required. Payment security may be in the form of performance and payment bonds, letter of credit, or joint escrow account.
6. Proposal pricing is offered for a period of thirty (30) days and is subject to change pending final permits, reviews, inspections, etc.
7. The final payment may not be retained by GC if project delays occur, which are not directly caused by Dutchland, Inc., that cause the project completion date to extend beyond the planned completion date of the project at time of award, regardless of the payment terms of the GC with the Owner.
8. If the project is tax exempt, Dutchland, Inc. must have a copy of the tax exemption certification sent with the contractual agreement.

Pricing and Alternates:

Combined Total 
 Taxes not included.

Thank you for allowing Dutchland, Inc. to be a part of this project.

Sincerely,





Dutchland, Inc.

cc: Kevin Ritchie, *Sales Representative*, Ritchie Environmental Solutions LLC



**AS SOLD PROPOSAL –
Marked 9-8-15 - SAW**

Allen-Harim Foods WWTP Harbeson, DE

SECTION 16 43 21 – CLARIFIER MECHANISM

Quotation 45739 / August 2015

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

Jim Chastain
Heyward Inc.
P.O. Box 3270
Glen Allen, VA 23058-3270
Tel: 804-965-0086; Fax: 804-270-7863



2607 N. GrandView Blvd., Suite 130, Waukesha, WI 53188

+1 (262) 647-0141 (phone) +1 (262) 547-4120 (fax)

www.evoqua.com

To: Allen-Harim Foods / Reid Engineering
Owner: Allen-Harim Foods
Engineer: Reid Engineering
Date: August 13, 2015

1) **SUMMARY:**

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance with the following technical specification sections 46 43 21 – Clarifier Mechanism, to the extent technically applicable to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale 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.

ITEM & DESCRIPTION:

PRICE

46 43 21 - Clarifier Mechanism
One (1) 80' dia. By 12' swd Tow-Bro™ clarifier mechanism



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 in Section 4 of this quotation for a list of items to be furnished by others.

Please provide tax exempt certificate and copy of payment bond, as applicable, with purchase order.

A) **OPTIONS:** NONE

B) **FREIGHT:** Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site or storage.

C) **QUOTATION VALIDITY:** This quotation is valid for a period of ninety (90) days unless extended in writing by Evoqua.

D) **FIELD SERVICES:** Evoqua's pricing includes the services of a factory field service technician for checking the installed equipment and instruction of Owner's personnel; all of which shall be performed over a total of two (2) trips with a total of four (4) days onsite. Additional field service can be purchased per Section 7 of this proposal.

E) **SERVICE MANUALS:** Our pricing includes six (6) hard copy service manuals. If requested, Evoqua will supply the electronic version of the O & M Manual information in the form of a disc or CD-ROM in unchangeable Adobe PDF file format only. Drawings will

be supplied in the form of a CD-ROM with unchangeable tif or bitmap file format only. The rights to the content of Evoqua O & M Manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.



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

- 25% on order;
- 25% on drawing submittal;
- 25% on release for fabrication;
- 25% on shipment of equipment, or offer to ship.

Evoqua's prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, 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. If this project is not subject to sales or use tax, please send a Tax Exempt Certificate with the issuance of any ensuing P.O. to Evoqua. If applicable, please provide a copy of payment bond information with the P.O.



2) DRAWING and SHIPMENT INFORMATION:

Based on current backlog, Evoqua has a window starting September 9, 2015. If we receive a purchase order on September 9, 2015 we will furnish shop drawing submittals and equipment per the following project schedule;

Submittal Drawings: Within 6 to 8 weeks from the date of final agreement by both parties.

Submittal Drawing Reviews/Approvals: Within 2 weeks from Evoqua's delivery of Submittal Drawings.

Shipment of Equipment: Within 13 to 15 weeks after approval of Submittal Drawings.

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, Evoqua shall be entitled to a reasonable extension of the "Shipment of Equipment" times and/or a reasonable increase in the contract price to cover costs incurred as a result of Submittal Drawing Review/Approval delays unless the delay is the fault of Evoqua.

3) EQUIPMENT SCOPE:

EQUIPMENT

Supply as Quoted

*
**Note
either
Steel or
pre-cast
concrete
tank**

Under this item Evoqua proposes to furnish one (1) Envirex® Type H center siphon-feed Tow-Bro® Clarifier mechanism with submerged sludge manifold for installation in one (1) new **steel** basin, 80-ft diameter x 12-ft SWD. The basin floor is to pitch to the center at a constant slope of 1/16 on 12. Equipment will consist of the following:

Beam type access bridge with FRP walkway, aluminum handrail, center service platform and toe plate
Drive mechanism with micro-switch overload device and shear pin
24-inch diameter center column
Center cage
14.75-ft Diameter x 5.0-ft deep influent floc well with supports
Sludge collection manifold
One (1) unitube sludge collection header
Header support truss
One (1) skimmer support truss arm and A-frame supports
Two (2) skimmer assemblies
One (1) Scum trough
Counterweights
One (1) Sludge Judge
One (1) 6-inch drain plug
Associated anchor bolts and attachment bolts

* **CONTROLS**

Electrical controls included in our price consist of the two (2) micro-switches (one N.O. and one N.C.) in the drive mechanism overload device housing for high torque alarm and motor shut-down.

EMBEDDED ITEMS

Embedded items included in our price are:

Center pier anchor bolt template
Headed anchors for center pier
Anchors for sludge manifold seal ring and bridge
Anchors for scum trough supports

* **SPARE PARTS**

No spare parts are included, as none were specified. No special tools are required for the installation or maintenance of this equipment.

SURFACE PROTECTION

The center drive mechanism will be shipped assembled and finish painted with manufacturer's standard paint system.

The Tow-Bro unitube sludge collection headers will be hot-dip galvanized after fabrication.

Submerged components will be prepared by blasting to SSPC-SP10 and prime painted with one (1) shop coat of Tnemec N140-1211 Pota-Pox Plus polyamidamine epoxy.

Non-submerged components will be hot-dip galvanized after fabrication per ASTM-A123.

Galvanized and stainless steel components will be shipped unpainted.



Note: Touch-up of damaged surfaces and field finish painting must be provided by others.

ERECTION INFORMATION

To reduce installation costs and to insure that the equipment is installed as approved, all structural connections will be field bolted. No field welding will be required, except for minimal tack welding of skimmer components after final adjustment. The equipment will be shipped as follows:

Bridge	One (1) section
Center column	One (1) section
Center cage	One (1) section
Influent well	Four (4) sections
Truss arms	One (1) section/each
Unitube sludge Header	Two (2) sections

Skimmer blades, squeegees, tie bars and baffle plates will be shipped loose for field assembly.

The handrall will be shipped in sections for field assembly.

The bridge will be approximately 42-ft long and will weigh approximately 2700-lbs.

The total weight of the header will be approximately 2600-lbs.

The completely assembled drive will weigh approximately 1800-lbs.

Because of the size and nature of this equipment, it will not be shipped completely boxed, crated or otherwise packaged.



4) EXCLUDED ITEMS:

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

- FRP Effluent weirs and scum baffles.
- FRP Density current baffles.
- FRP Effluent launder covers.
- Effluent troughs.
- Algae control brushes or supports.
- Electrical, hydraulic, or pneumatic controls.
- Wiring of motors or controls, control panels, or panel supports.
- Piping, valves, wall sleeves, gates, drains.
- Floor grating, stairways, ladders, platforms, handrailing, except as noted.
- Concrete, grout, mastic, sealing compounds, shims.
- Lubricants, grease piping, grease gun.
- Machinery or bearing supports, shims.
- Detail shop fabrication drawings.
- Tools or spare parts.
- Equipment offloading and installation of any kind.
- Modifications to existing equipment or structures.



Specific Note – Weirs, baffles, troughs or covers are specifically excluded – both in steel tank and concrete tank option



Supervisory services; laboratory, shop, or field testing.
 Underwriters Laboratory inspection of electrical controls.
 Special written process performance or extended mechanical warranties.



5) **CLARIFICATIONS / EXCEPTIONS:**

The equipment specified herein shall conform to the specification sections referenced in paragraph 1 of Evoqua's Quotation to the extent they are technically applicable to Evoqua's scope of supply as described in this Quotation and subject to the following clarifications:

Article, Section	CLARIFICATIONS/PROPOSED MODIFICATIONS
General Clarifier Spec	As a point of clarification, Seller will be in accordance with Specification Section 46 43 21 as supplied for this bid, subject to the Clarifications and Modifications as noted herein and in the body of Sellers Quotation. Seller's bid does not include the sections 01 30 00, 01 60 00, 01 78 00, 0 5120, 09900 as sub-referenced in 46 43 21, and any other specification sections that may be required but are not stated in specification section 46 43 21, since these sections were not provided at time of bid for Sellers review. Upon Sellers receipt of these sections or any other specifications after the bid, Seller reserves the right to review and adjust their price accordingly. Sellers bid does not include any general or supplementary conditions and the terms and conditions for this offer of sale are based upon Sellers standard terms of sale as included in this quotation. Any warranty reference, or warranties in any sub-referenced equipment sections shall be replaced with Manufacturers standard 1 year/ 18 month warranty as is clarified in Article 7 Warranty of Sellers Standard Terms of sale attached to this quotation.
46 43 21 1.01 C and 1.04 C	TO THE EXTENT THAT THE AMERICAN IRON & STEEL REQUIREMENTS ("AIS") ARE APPLICABLE AS A RESULT OF FUNDING FROM THE CLEAN WATER STATE REVOLVING FUND OR THE DRINKING WATER STATE REVOLVING FUND to be used for the Habeson, DE upgrade project, and if Evoqua is selected to furnish the <u>Clarifier mechanism system</u> proposed herein, and if Evoqua is requested to provide a letter certifying compliance to AIS requirements, Evoqua will furnish a written statement on its letterhead and standard form certifying compliance on the basis that the proposed <u>Clarifier System is a mechanical system and as such is not a Construction Material subject to AIS requirements.</u> Additionally, please note that a bulk shipment (or shipments) of various nuts, bolts, washers and other hardware required for field assembly is intended to be made by Evoqua for this Project. While the hardware is a component of the overall mechanical system and therefore not subject to AIS requirements, it is EWT's position that the Prime Contractor and/or Owner for this project may rely on the nationwide waiver issued by the US EPA for de minimis incidental components to satisfy the AIS requirements for such bulk shipments of hardware should the funding agency deem it necessary. Evoqua is willing to provide any necessary information to support such an assertion by the Prime Contractor or Owner.

*

Evoqua's standard terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly conditioned on Buyer's assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents. In addition, Evoqua takes exception to all performance commitments, guarantees or obligations, unless provided for in Evoqua's proposal.

*

6) PAINING AND SURFACE PROTECTION:

Evoqua's price is based on the following surface protection, unless stated otherwise in this Quotation.

FERROUS CHAIN: One (1) coat of slush oil.

SHAFTING and EXPOSED MACHINED SURFACES: Solvent wiping, followed by one (1) coat of Evoqua's standard shop preservative.

WOOD, NONFERROUS MATERIALS, and GALVANIZED SURFACES: Unpainted.

DRIVE UNITS and CONTROLS: Manufacturer's standard.

TOUCH-UP and ALL ADDITIONAL COATS shall be furnished and applied by others at the site.

PRICES ARE BASED ON PAINTS AND SURFACE PREPARATIONS AS OUTLINED IN THIS QUOTATION. IN THE EVENT AN ALTERNATE PAINT SYSTEM IS SELECTED, PURCHASER'S ORDER MUST ADVISE OF ITS SELECTION. EVOQUA WILL, AT ITS SOLE DISCRETION, EITHER ADJUST ITS PRICE AS NECESSARY TO COMPLY OR SHIP THE MATERIAL UNPAINTED IF COMPLIANCE IS NOT POSSIBLE DUE TO PRICE CONSIDERATIONS, APPLICATION PROBLEMS OR ENVIRONMENTAL CONTROLS.

EVOQUA DOES NOT GUARANTEE PRIMER'S COMPATIBILITY WITH PURCHASER'S COATING SYSTEM UNLESS APPROVED BY THE COATING SYSTEM MANUFACTURER. PRIMERS WILL ONLY PROTECT FOR A MINIMAL AMOUNT OF TIME, USUALLY THIRTY (30) DAYS. SPECIFIC INFORMATION SHOULD BE OBTAINED FROM COATING SYSTEM MANUFACTURER.

*

7) ADDITIONAL FIELD SERVICES:

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

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TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,400 per eight (8) hour day, Monday through Friday Inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,200 per eight (8) hour day, Monday through Friday Inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only, and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.

Quotation Submitted by Evoqua Water Technologies, LLC:



Stephanie Walter

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

Accepted by Buyer:

Acknowledged by Seller:

Allen Harin Foods LLC

Evoqua Water Technologies, LLC

Company Name

By: 

By: _____

Signature

Signature



Printed Name

Printed Name



Title

Title

9/10/15

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 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.
3. **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.
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 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. **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.
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.
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 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. **Indemnity.** 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. **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 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. **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. **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 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.

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 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 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.

May 2015