

PREPARED FOR

City of Delray Beach
200 SW 6th Street
Delray Beach, Florida
Attn: Brian Jones
(561) 243-7318

AREA REPRESENTATIVE

Austin Moore
TSC Jacobs
(818) 888-5556
Email: austin@tscjacobs.com

PROJECT

(2) 8 x 12 EIMCOBELT Vacuum Filters
Emergency Repairs
Serial # 21265-01-AR and 21265-01-BR

PREPARED BY

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583
Bill Stewart
Phone: (801) 931-3265
Fax: (801) 931-3080
Email: bill.stewart@ovivowater.com

Revision B, Dated January 18, 2016, Clarified pricing on page 3.

PROPOSAL

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT™) is pleased to offer the following proposal to provide emergency repairs for the (2) EIMCOBELT Filters, serial no: 21265-01-AR and 21265-01-BR. Repair to include OEM parts and installation services. The work described on this proposal is based on internal damage that was discovered during the repair work as described in Ovivo proposal no: Q07022015B-BS.

Replacement Components:

Drive Housing:

- Worm.
- Worm Shaft.
- Thrust spacers.
- Blind seal plate.
- Drive housing packing and retainer plate.

Trunnion Bearing Assembly: (typical each end of filter)

- Bearing liners.
- Bearing liner retainers.

Valve Assembly:

- Complete set of Valve Bridge blocks.

Stuffing Box Assembly:

- Gaskets.
- Packing material.
- Assembly hardware.

Installation Services:

Ovivo will supply supervision, labor and equipment to complete this project.

- Mobilization and Demobilization.
- Delivery and unloading of new replacement components.
- Removal and installation of new components as listed above.
- Machining/finishing of existing valve and new bridge blocks.
- Resurfacing trunnion face (valve end), includes prepping, forming, pouring and dressing.
- Alignment of worm shaft assembly and trunnion bearings.
- Disposal of replaced components.

Items not included:

- No draining or cleaning of the existing tank.
- No electrical installation or alteration of existing electrical supply.
- No lubricants.

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- Any components not expressly listed above.

Additional pricing to complete repairs and rebuild of the eastern vacuum filter unit (one unit), including material and labor: \$41,000.00 (1)

Additional pricing to complete repairs and rebuild of the eastern and western vacuum filter units (two units), including material and labor: \$82,000.00 (2)

The costing described on this proposal is in addition to the work described on Ovivo Proposal No. Q07022015B-BS, dated July 30, 2015.

- (1) Pricing per recent equipment disassembly, evaluation and diagnosis after eastern unit was taken out of service**
- (2) Both units (eastern and western) have been determined to require the additional work as described on this proposal. Inspection was done on Monday, Jan. 25, 2016, witnessed by Brian Jones (Delray Beach) and Rusty Goff (Ovivo/TWI).**

Ovivo anticipated the lead time to be 8 weeks for materials and 1 week on site for installation.

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

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PRICING TERMS

All prices quoted are in US Dollars. Prices are good for 45 days. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are: One hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at the job site or they have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department. Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

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BACKCHARGES

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

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road - Suite 300
Salt Lake City, Utah 84123-2583
Fax #: 801-931-3080
Tel. #: 801-931-3000
Email: bill.stewart@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

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