

**AGREEMENT FOR
ELECTROMAGNETIC TESTING AND INSPECTION SERVICES**

THIS AGREEMENT, made this ____ day of _____ 2020, is by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Pure Technologies U.S. Inc., a Delaware corporation authorized to transact business in the State of Florida (“Contractor” or “Company”), whose address is 7400 Corporate Center Drive, Suite E, Miami, Florida 33126, Phone: 305-799-5629, Email: Jennifer.leone@xyleminc.com.

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Contractor shall provide to the City electromagnetic inspection and testing services for prestressed concrete cylinder piping and ductile iron piping (the “Work”), and the City and the Contractor further covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- A. This Contract
- B. The Contractor’s Proposal (“Exhibit A”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. This Agreement dated _____, 2020.
- B. Exhibit A.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that Exhibit A contains a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided herein, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City’s officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City’s officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers’ Compensation and Employer’s Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City and the City’s officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers’ compensation laws, including the U.S. Longshore Harbor Workers’ Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.

- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of

coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to

the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) internal research and development for the benefit of Contractor clients.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has

been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times. The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each

is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractors' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without

limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all

necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT

LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

PURE TECHNOLOGIES U.S. INC.

Signature

By: _____
Natalie Gominger, Vice President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2020, by Natalie Gominger as Vice President for PURE TECHNOLOGIES U.S. INC., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ___ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A



October 31, 2019 (revised February 10, 2020)

Daniel Fisher, PE
City of Fort Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale, FL 33301

**Subject: George T. Lohmeyer Regional Wastewater Treatment Plant (WWTP)
Clarifier and RAS Piping Condition Assessment**

Dear Mr. Fisher:

Pure Technologies U.S. Inc. (Pure Technologies) is pleased to offer our services to the City of Fort Lauderdale for inspection of the clarifier influent and return activated sludge (RAS) piping at the George T. Lohmeyer Regional Wastewater Treatment Plant. Based on the information provided at this time, it is our understanding that the basis of the project includes confirming whether there is a material change from prestressed concrete cylinder pipe (PCCP) to a metallic pipe under the clarifiers. A condition assessment will be performed on the PCCP sections of the pipe runs inspected. Additionally, condition assessment of the ductile iron (DI) RAS pipe on top of Reactor No. 2 will be undertaken. The PCCP pipe sizes are 30-inches and 36-inches. The DIP pipe sizes are 24-inch and 30-inch.

OVERVIEW

Electromagnetic (EM) inspection of PCCP involves obtaining a magnetic signature of each pipe segment to identify and quantify broken wire wraps. It is the most widely used and accepted condition assessment tool for PCCP and used by many PCCP owners regularly as a part of their proactive pipeline management strategies. The inspection will report the approximate number of broken prestressing wire or circumferential wire wraps in each pipe section, providing a quantified assessment for the most predominant PCCP failure mode. PureEM®, an electromagnetic inspection technology, provides a non-destructive method of evaluating the baseline condition of concrete pressure pipe.

For the DIP RAS pipe, a non-destructive external EM testing method will be utilized to identify wall loss or corrosion occurring internally or externally along the pipe wall.

SCOPE OF SERVICES

The overall scope of work is to determine whether there is a pipe material change from PCCP to DIP under the clarifiers and provide an electromagnetic condition assessment of the PCCP piping. Inspections will be completed on the pipe run from Reactor No. 1 to Clarifier No. 1 (approximately 150 linear feet(LF)), the run from Reactor 2 to Clarifier No. 7 (approximately 260 LF), and the runs from the distribution chamber at Battery 3 to Clarifiers 8 and 10 (approximately 150 LF total), since this battery was constructed in two phases. The planned clarifier pipe runs to be inspected may be changed by the City but may require modifications to the project planning document, should the changes occur after City acceptance of the document.

The following sections describe the technology, anticipated inspection plan and project deliverables.

PureRobotics® Technology Description

PureRobotics is a long range remotely operated inspection platform configured to deliver PureEM technology. The inspection equipment includes a tethered robotic vehicle of modular design allowing numerous configuration options for a variety of applications. The depth-rated tool can be operated in depressurized pipes as a single or multi-stage vehicle to handle a variety of different deployment scenarios. The vehicle traverses the pipe using independently operable tracks to offer inspection deployments greater than 1 mile (1.6km) over a fiber optic umbilical cable. A trained operator navigates interactively with inertial sensors for vehicle attitude and HD PTZ (pan-tilt-zoom) camera with high-intensity LEDs for visual inspection. Simultaneously, a trained PureEM specialist monitors EM data live and can direct a closer look at visual anomalies that may correlate. Two sets of PureEM (forward and reverse pass) are recorded for detailed post analysis.

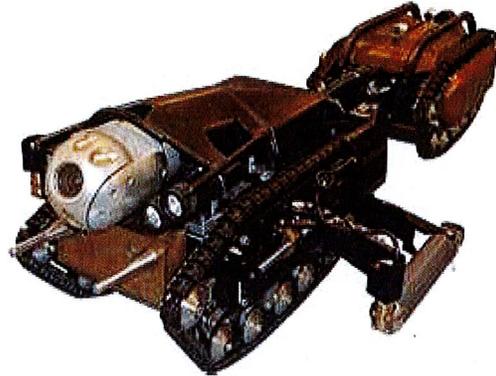


Figure 1: PureRobotics Electromagnetic Inspection Platform

External Condition Assessment Investigation (RAS Piping at Reactor No. 2)

Pulsed Eddy Current inspection is an electromagnetic technology providing the relative remaining wall thickness by measuring eddy currents generated in the pipe wall when an electrical current is introduced and then removed. The thicker the wall pipe, the longer it will take for the eddy currents to decay to zero. Readings are taken around the circumference of the pipe.



Preliminary Inspection Plan

Pure Technologies will meet with City staff to perform a site visit to verify and inspect access locations and potential challenges in order to finalize a Project Planning Document. This proposal is developed recognizing that deployment will need to be coordinated with City staff. To mitigate project costs, it is our understanding that the City will facilitate any civil activity for pipeline access, tool insertion/extraction, including fitting modification, excavation, tapping, shoring and other activities required to access valves and appurtenances identified as being critical to the performance of the inspections, as necessary, although none are anticipated at this time.

A minimum 18-inch access point is necessary to insert and extract the PureRobotics platform. To implement this inspection, the clarifiers will need to be taken off-line but will not be required to be empty. Divers will be utilized to insert the tool into the pipeline via existing splitter boxes. Access for inspection will be through the splitter boxes at Oxygen Reactor Nos. 1 and 2 to inspect piping to Clarifier Batteries 1 and 2, and through the distribution chamber to inspect piping to Clarifier Battery 3. A minicrane will be rented by Pure Technologies to facilitate placing the PureRobotics equipment into the splitter boxes and distribution chamber for the inspections.

Inspection of the RAS piping is external and access to these pipes will be on top of Reactor No. 2 and through utilization of a man-lift. Details for pipeline access and lock-out/tag-out protocols will be summarized in the Project Planning Document following the site visit.

ENGINEERING ANALYSIS

The inspection technologies described above will provide data regarding the condition of the pipeline. The engineering analysis will analyze the pipeline condition data and yield actionable results, including recommendations on individual pipe repairs.

Non-linear, Three-dimensional Finite Element Analysis

Structural analysis of PCCP evaluates the risk of each PCCP section that has wire break damage. The prestressing wire is a principal structural component of the pipe and each individual class of PCCP installed in a subject pipeline was designed specifically for the maximum hydraulic operating pressure and soil covers expected along the route. Thus, any amount of wire break damage poses some level of risk to PCCP and should be carefully evaluated. Standard structural analysis of PCCP involves performing analyses based on AWWA C301 and C304, but while these standards are intended for design of new pipe and provide insight as to whether the pipe was designed properly or meets current standards, they do not provide a detailed prediction on the condition of a pipeline with broken prestressing wire wraps. Pure Technologies' experience in the manufacture and performance of PCCP provides an understanding of the design, operation, and root cause of failures enabling us to implement effective and cost-efficient management strategies. In the mid-1990s, utilizing the Bureau of Reclamation's "Rigid Planar Frame Analysis with Elastic Foundation Option" program, Pure began performing two-dimensional structural evaluations of PCCP. Over the years, Pure has improved finite element program of structural modeling to include advanced three-dimensional evaluations for concrete and metallic pipes, including PCCP, and has provided clients with engineering analyses of PCCP based on three-dimensional finite element (3D FEA) models.

The maximum number of broken prestressing wire wraps under operational and surge conditions for each pipe can be calculated using the FEA performance curves. An example of a PCCP performance curve is shown in Figure 4 above. The x-axis represents the total number of broken prestressing wires as determined from an electromagnetic inspection while the y-axis indicates the pressure within the pipe. The condition of the PCCP is classified using Pure Engineering Services' four limits called Micro-Cracking (blue), Visible Cracking (green), Yield (yellow), and Strength (red). After a pipe reaches the Yield Limit, it starts to approach the ultimate cylinder and wire stress limits. The Strength Limit represents the point where the pipe, theoretically, reaches its ultimate cylinder and wire stress limit – its failure point. As the number of broken wire wraps increases beyond the Strength Limit, the overall strength of the PCCP decreases. The repair or replacement of a pipe section is typically recommended when the model predicts that the pipe segment meets or exceeds the Yield Limit. Corrosion of the steel cylinder is also considered for large quantities of broken prestressing wire wraps and is displayed on the performance curve as dashed Yield and Strength Limits. Note that although they have similar descriptions and values, these limits are different than the limit states and limiting criteria used in the AWWA C304 analysis. The analysis will include a summary of pipes recommended for repair or replacement and re-inspection recommendations.

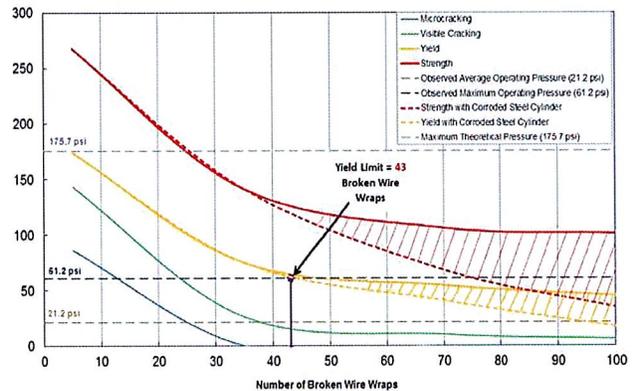


Figure 2: Pipeline Condition Curve

Remaining Useful Life (RUL) Estimations

By combining the structural evaluation with condition data, estimates of remaining useful life of the asset can be completed. To do this, Pure Technologies has developed a statistical simulation that utilizes multiple asset attributes such as failure history, inspection data, and structural analysis. An example of the output of this model is shown in the figure to the right which shows the number of failures predicted (y-axis) by year into the future (x-axis). Remaining useful life estimates should be used as guidance for re-inspection interval planning as collection of subsequent condition data can be used to better refine the asset life estimates. If/when another inspection is completed, the data collected in that inspection should be analyzed in conjunction with the data presented in the initial inspection report to provide a more accurate and robust remaining useful life evaluation.

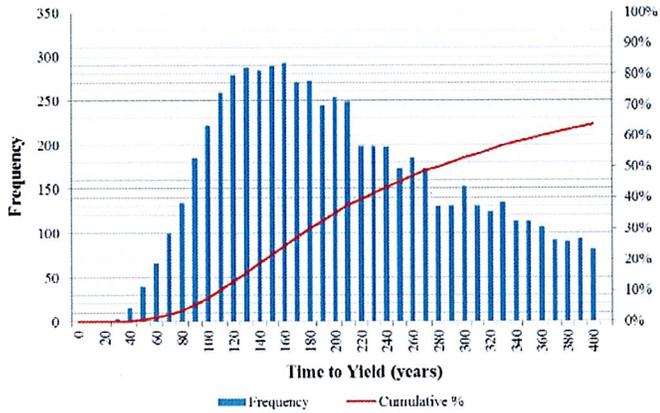


Figure 3: Remaining Useful Life Estimation Plot

DELIVERABLES

1. A detailed Project Plan will be submitted to the City prior to the inspection in electronic PDF format. The project plan will be provided approximately two weeks prior to the inspections, dependent on the receipt of project data.
2. A Draft Report (electronic in Word and PDF) will be generated and delivered to the City within eight weeks of completion of the inspections. The Draft report will include the following
 - Identification and location of broken prestressing wire or circumferential wire wraps within each pipe section inspected.
 - Identification and location of a material change within the pipeline.
 - Structural evaluation of the PCCP pipeline and a statistical analysis (RUL estimations).
 - Wall thickness measurements and locations of corrosion on the RAS pipe.
3. A Final Report, signed and sealed by a Florida registered Professional Engineer, will be submitted within two weeks of the receipt of comments from the client summarizing the findings based on the proposed inspection. The Final Report shall be delivered in electronic format (in Word and PDF format).

SCHEDULE

The proposed schedule for the condition assessment project is outlined below:

- Site Visit 1-2 weeks after NTP
- Project Planning Document 2-3 weeks after NTP
- PureRobotics and RAS Pipe Inspection 2-4 weeks from Project Plan approval
- Data Analysis and Draft Report 6-8 weeks from inspection completion
- Review Period 2 weeks from receipt of the draft report
- Final Report 2 weeks from receipt of review comments

PROPOSED FEE

Pure Technologies will deliver condition assessment of the subject PCCP process piping using PureEM electromagnetic technology on the PureRobotics platform; and deliver condition assessment of the subject DIP RAS piping using external pulsed eddy current technology. The estimated cost for this project is based on the information provided at this time and detailed in the table below:

Item	Description	Unit	Unit Price	Quantity	Total Price
1	Project Planning and Mobilization: <ul style="list-style-type: none"> • Data collection and review • Project Document Review • Site visit(s) • Pre-inspection coordination/meetings • Development of Project Planning Document (Inspection Procedures) • Diver Safety Plan Review • Equipment and staffing logistics to and from project site • Tool calibration • Tool set-up at multiple locations on plant site • Coordination of tool insertion with diver 	EA	\$ 57,500.00	1	\$ 57,500.00
2	Electromagnetic Inspection – PureRobotics <ul style="list-style-type: none"> • Technology Fee • Operation of PureRobotics tool • Analysis and interpretation of EM data and data summary report 	DAY	\$ 26,250.00	2	\$ 52,500.00

3	Electromagnetic Inspection – RAS Piping <ul style="list-style-type: none"> • Operation of tool • Analysis and interpretation of EM data and data summary report 	LS	\$ 12,625.00	1	\$ 12,625.00
4	Heavy Equipment Rental <ul style="list-style-type: none"> • Minicrane to lift PureRobotics onto Reactor and Distribution decks and down into chambers (one week max) • Man-lift for external EM inspection of RAS pipe on Reactor No. 2 (two days max) 	NTE	\$7,340.53	1	\$7,340.53
5	Project Reporting Report on summary and results of inspection <ul style="list-style-type: none"> • Structural Analysis • Statistical Analysis • Engineering report summarizing technology report, structural/statistical analysis with asset recommendations 	LS	\$20,480.00	1	\$20,480.00
6	Dive Support <ul style="list-style-type: none"> • Dive Safety Plan • Confined Space access for tool insertion 	DAY	\$5,300.00	2	\$10,600.00
Estimated Project Cost without Additional Services					\$161,045.53
Additional Services (provided at the unit prices noted below)					
7	Allowance for Miscellaneous Dive Support <ul style="list-style-type: none"> • In-pipe access or additional charges for on-site time beyond 8-hrs/day 	NTE	\$ 5,100.00	1	\$ 5,100.00
8	Additional PureRobotics Inspection	DAY	\$26,250.00	1	\$ 26,250.00
9	Additional Dive Support	DAY	\$ 5,300.00	1	\$ 5,300.00
No-to-Exceed Project Cost					\$ 197,695.53

Notes:

1. All travel, shipping and related expenses are included in the project planning and mobilization fee. It is assumed that the field data collection will not exceed one week from start to finish. If the project exceeds seven days in total (due to circumstances unrelated to Pure Technologies), then a standby fee will be applied per day over that amount.
2. Pure Technologies will make every effort to maximize value to the City and may perform additional inspections of pipe runs if time permits and the additional clarifiers can be taken off-line in a timely manner. Two days of inspections are included in the base fee, with an extra day as an optional additional service. The tool will be on-site for no longer than seven days. Should the City wish to continue inspections, there will be an additional fee for extended use of the tool.

ADDITIONAL NOTES & ASSUMPTIONS

Standby charges:

If inspections are delayed by the City after the field team has mobilized to the site, causing the field team and tool to remain on-site beyond the allocated seven-day time frame, standby time charges may be incurred. Pure Technologies schedules our resources based on Client availability. If the City of Fort Lauderdale's schedule changes, we request at least two weeks' notice.

Conditions of Engagement:

This proposal is subject to the attached Conditions of Engagement unless amended by a mutually agreed upon binding contract.

Support Services:

The cost of support services such as excavation, tapping services, traffic control, removal of flanges, and valve operation are not included in this proposal and are to be conducted by others.

Regarding the Planning Process:

The planning process is an integral part of the work. It allows the team to identify features of the site or the pipe that could prevent a successful inspection. Steps are then put into place to mitigate the potential risk. As much information as possible on the pipeline will be requested during the planning process. Based on this information and the preliminary site visit, a detailed Project Plan will be submitted prior to commencing the work and, absent any feedback from the City of Ft. Lauderdale on the Project Plan, agreement with it will be assumed.

Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with the City of Fort Lauderdale and mutually agreed upon before proceeding.

Mobilization Fee Summary:

The following is a summary of basic items covered under the mobilization line item included in this proposal:

- Project document review;
- Preliminary site visit and review (including travel costs);
- Pre-inspection coordination/meetings;
- Planning document development;
- Equipment and staffing logistics to and from the project sites;
- Tool calibration; and,
- Pre-inspection activities required in advance of the scheduled inspection date.

Local Assistance:

During the inspection planning process, the following information will be requested of the City of Fort Lauderdale for the preparation and execution of the inspection.

- Information about the pipeline, prior to inspection, including, but not limited to, GIS, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures, air valves, blow-offs, and main line valves – if available;
 - Provision of any required legal right-of-entry on the property for insertion and extraction; including environmentally sensitive areas;
 - Provide support personnel during the inspection for access to system features typically restricted to client personnel;
 - Provide opportunity to verify flow velocities recommended in this document prior to performance of the inspection;
 - Modify existing pipeline fittings and structures for insertion and extraction of the inspection tools, as necessary;
 - Authorize or assist in the operation of valves for insertion and extraction of the tools;
 - Provide and maintain safe and reasonable access to all insertion sites throughout the inspections, as required; and,
 - Render confined space areas safe for the services, including locking and tagging pumps, valves, and motors, if required.
-

Pure Technologies is excited by the opportunity to perform the proposed scope of work. We are committed to providing you with a successful project. If you have any questions or comments, please do not hesitate to contact me.

Best regards,



Jennifer L. Leone, P.E.
Business Development Manager
jennifer.leone@xyleminc.com



PRICING SHEET

1.0 Mobilization/ Demobilization (Miami, FL)

- Personnel & Equipment _____ \$ 100.00/day

2.0 Dive Personnel: _____ \$ 2,600.00 (8 hour/day)

- 1ea Supervisor
- 2ea Divers
- 2ea Tender

3.0 Dive Equipment: _____ \$ 2,500.00/day

- 1ea Shallow Air Diving Pkg.
- 2ea U/W Video Package
- 1ea Contamination Diving Pkg.

4.0 Consumables:

- Fuel, rope, breathing air _____ \$ 100.00/day

5.0 Estimate Day Rate: _____ \$ 5,300.00



PC#: 0507
2700 S FEDERAL HWY
HOLLYWOOD, FL 33316-4020
954-527-4007

SUNBELT RENTALS, INC.
Salesman: 050703 RALSTON, GREGORY (50
Typed By: MSPORDER

Job Site:
GT LOHMEYER
1765 SE 18TH ST
FORT LAUDERDALE, FL 33316 3007
C#: 518-461-8118 J#: 786-918-8793

QUOTE



Contract #.. 95156032
Contract dt. 10/21/19
Date out... 10/23/19 8:00 AM
Est return.. 10/30/19 8:00 AM
Job Loc..... 1765 SE 18TH STREET, FORT LAUDER
Job No..... GT LOHMEYER
P.O. #.....
Ordered By.. LEONE, JENNIFER
NET DUE UPON RECEIPT

Customer: 778374
PURE TECHNOLOGIES U.S. INC.
8970 STATE ROUTE 108
SUITE D
COLUMBIA, MD 21045

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes line items for JEKKO MINICRANE DIESEL, SALES ITEMS (DLPKSRCHG, ENVIRONMENTAL), DELIVERY CHARGE, PICKUP CHARGE, and Sub-total/Tax/Total.

All amounts are in USD

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date



PC#: 0507
 2700 S FEDERAL HWY
 HOLLYWOOD, FL 33316-4020
 954-527-4007

SUNBELT RENTALS, INC.
 Salesman: 050703 RALSTON, GREGORY (50)
 Typed By: MSPORDER

Job Site:
 GT LOHMEYER
 1765 SE 18TH ST
 FORT LAUDERDALE, FL 33316 3007
 C#: 518-461-8118 J#: 786-918-8793

QUOTE



Contract #.. 95508035
 Contract dt. 10/30/19
 Date out.... 11/14/19 8:00 AM
 Est return.. 11/15/19 8:00 AM
 Job Loc..... 1765 SE 18TH STREET, FORT LAUDER
 Job No..... GT LOHMEYER
 P.O. #.....
 Ordered By.. LEONE, JENNIFER
 NET DUE UPON RECEIPT

Customer: 778374
 PURE TECHNOLOGIES U.S. INC.
 8970 STATE ROUTE 108
 SUITE D
 COLUMBIA, MD 21045

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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	34' ART MANLIFT 0580343	365.00	365.00	875.00	1675.00	365.00
*** EQP MSG . *** * Familiarization of the equipment stated on this contract has been offered to the customer. * An Operator's Manual and the Manual of Responsibilities has been provided with the equipment stated on this contract. * OSHA 1926.453 & ANSI Regulation A92 requires All Boom Lift occupants of the platform to wear Personal Fall Protection. Personal Fall Protection equipment is available for purchase from Sunbelt Rentals.						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	37.500			37.50
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	5.840			5.84
	2133 ENVIRONMENTAL CHARGE					
	RENTAL PROTECTION PLAN					54.75
	DELIVERY CHARGE					125.00
	PICKUP CHARGE					125.00

 * **Rate your rental experience www.sunbeltrentals.com/survey** *

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- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
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Customer Signature Date Name Printed Delivered By Date



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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
						Sub-total: 713.09
						Tax: 28.59
						Total: 741.68*

All amounts are in USD
 *per day. Estimate two days maximum.

 * **Rate your rental experience www.sunbeltrentals.com/survey** *****

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

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- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
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- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature _____ Date _____ Name Printed _____ Delivered By _____ Date _____