

WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS TOWN HALL, 110 MYRTLE AVE. WESTPORT, CONNECTICUT 06880 (203) 341 1120

August 17, 2018

Mr. James S. Marpe First Selectman Town Hall Westport, CT 06880

Re:

Appropriation from Capital & Non-Recurring Expenditure Fund Replacement of Town Hall Elevator

Dear Mr. Marpe,

This office herein requests an appropriation from the Capital and Non-Recurring Expenditure Fund in the amount of \$275,000.00 for the replacement of the Town Hall Elevator. The work will be a complete replacement within the existing elevator shaft.

The existing elevator was constructed circa 1976-77. At that time, the elevator Code only required a single wall cylinder. Current 2018 code requires either a new double wall cylinder, or extensive retrofit to the old cylinder, even for existing elevators, (See attached notice from the State of Connecticut). In addition, parts are becoming hard if not impossible to find. The last time the elevator broke down in March of 2016, it took over two weeks before we could find the parts to make the repairs. The parts that we did find had to be adapted to the old elevator equipment. Each year we continue to have preventative maintenance and each year the inspection reports indicate that the equipment needs modernization.

The attached cost estimate is based on the Engineer's estimate for our recent RFP #18-935T, "Westport Town Hall Elevator Modernization" along with a 10% contingency for unforeseen items encountered during construction. This figure will be updated on August 31st with the actual bid results.

Respectfully,

Peter A. Ratkiewich, P.E.

Director of Public Works

Gary Conrad, Finance Director

 $G: \label{lem:condition} G: \label{lem:condition} G: \label{lem:condition} W_off \label{lem:condition} APPRQST \label{lem:condition} Town Hall Elev CON2$

Approved for submission

To Board of Finance (8/1/6/8)

James S. Marpe

First Selectman

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

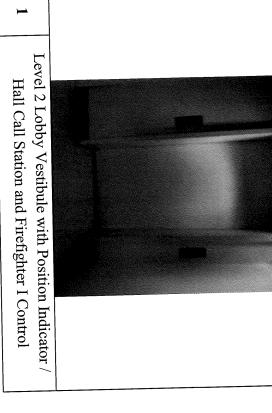
	DEPAR	TMEN	INFORMATION	
DEPT NAME: Department of Pu	ublic Works – Build	ding Ma	intenance Division	Date:8/14/18
PROJECT NAME AND DESC Modernization of Town Hall I	RIPTION			
IS IT LISTED IN THE 5-YR CA	IPITAL YES		In the 2016-2021 for It is also noted in the	ecast it was listed for FY2018 for \$175,000.
FORECAST? If no, why not? If yes, answer the following two Which FY was the project first Which FY was the project first	o questions: proposed? Approx.2	2014		
VVIIICII F 1 Was the project mot	plannour , spectra			
APPROXIMATE COST:	\$250,000	CO	ST IN CAPITAL FORECAST: \$175	i,000 in FY 2018
CONTINGENCY (10%):	\$25,000 \$275,000	←TO	TAL REQU	JEST→ \$275,000
CAPITAL GEN'L BOND FUND CNR GRANT STATE OTHER OTHER, DESCRIBE: PAYBACK PERIOD:		FST	COMPLETION	
PROJECTED START DATE:	12/1/2018		DATE: 1/15	/2019
ESTIMATED USEFUL LIFE:	40 years			
	rt of the larger Town at it can be replaced he current State of C	a indepe Connecti	ndent of all other reno cut requirements for e	s decided that because of the condition vation work that this be advanced now. xisting elevators, and must be brought in
Has an RFP been issued?	YES		Currently advertised	for 8/31/18 opening
Have bids been received?	YE:		Number of bids received:	request will be updated as soon as bids are received
Was the lowest bid the win	YE: ner? □		If not, why?_TBD	

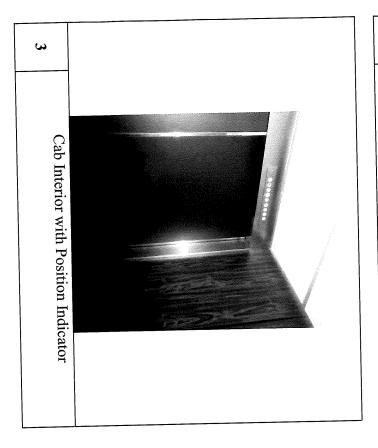
What other approvals/reviews are necessary to begin this project? RTM funding approval; BOS contract approval; building permits; FINANCE This section to be completed by the Finance Director. EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE: IF APPROVED: REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE: DATE:	Who will benefit from the Essentially anyone in the To efforts to bring the building	own Hall that needs an e	elevator will l rd complian	oenefit. As a l ce.	Fown the proj	ject is one part of our o	verall
What other approvals/reviews are necessary to begin this project? RTM funding approval; BOS contract approval; building permits; FINANCE This section to be completed by the Finance Director. EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE: IF APPROVED: REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE:	Is it a replacement?						
What other approvals/reviews are necessary to begin this project? RTM funding approval; BOS contract approval; building permits; FINANCE This section to be completed by the Finance Director. EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE: IF APPROVED: REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE: DATE:	If yes, describe condition	of what is to be replac	ed: 41 yea	old, functiona	ally obsolete e	elevator in poor condition	on
FINANCE This section to be completed by the Finance Director. EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE: IF APPROVED: IF NOT APPROVED: REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE: DATE:	Pictures attached?						
FINANCE This section to be completed by the Finance Director. EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE: IF APPROVED: IF NOT APPROVED: REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE: DATE:							
This section to be completed by the Finance Director. EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE: IF APPROVED: REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE:	What other approvals/rev RTM funding approval; B0	riews are necessary to DS contract approval; bu	ilding permi	is;			
IF APPROVED: IF NOT APPROVED: REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE: DAT	This section to be comp	pleted by the Finance I	Director.				
REVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE:	EFFECT ON TOWN FINAL	NCES, INCLUDING DEE	ST SERVICE	:			
PEVIEW/SIGN-OFF DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE:	IF APPROVED:						
DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE:	IF NOT APPROVED:						
DEPARTMENT HEAD DATE: 8/14/18 FINANCE DIRECTOR DATE:							
FINANCE DIRECTOR DATE: 8/79/78 DATE: DAT		RE	EVIEW/SIC	N-OFF			
DATE:	DEPARTMENT HEAD	Pulan	4	2	DATE:_	8/14/18	
// CM = 1. 1. 1.	FINANCE DIRECTOR				DATE:_		
FIRST SELECTMAN DATE: 8/16/18	FIRST SELECTMAN	Jun SM			DATE:	8/16/18	

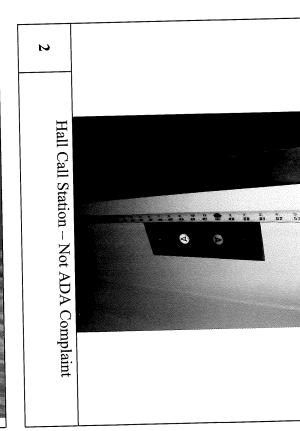
WESTPORT TOWN HALL 110 MYRTLE AVENUE WESTPORT, CT 06880

REFERENCE PHOTOGRAPHS

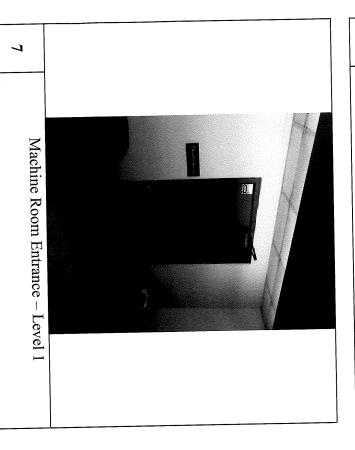
WESTPORT TOWN HALL 110 MYRTLE AVENUE WESTPORT, CT 06880

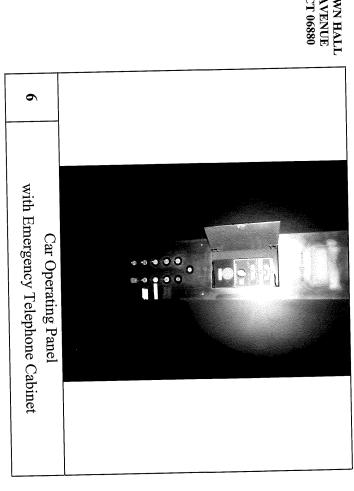


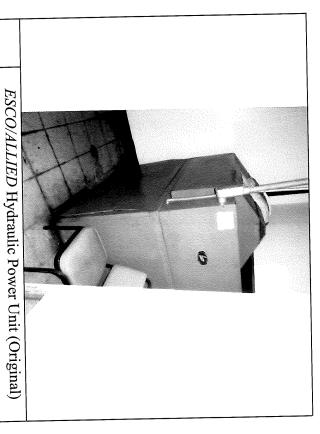












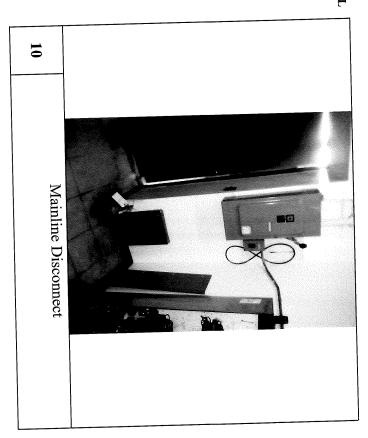
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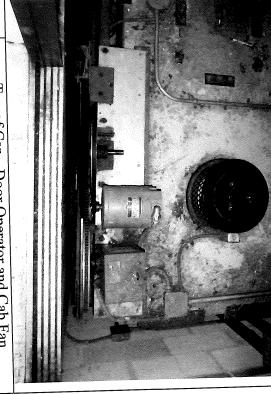
Machine Room Overhead Lighting and Fire **Detection System**

11



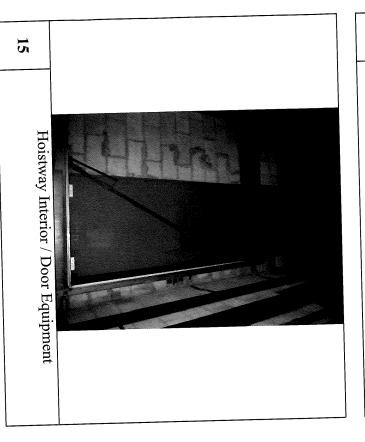
12 Elevator Inspection Tags – Past Expiration

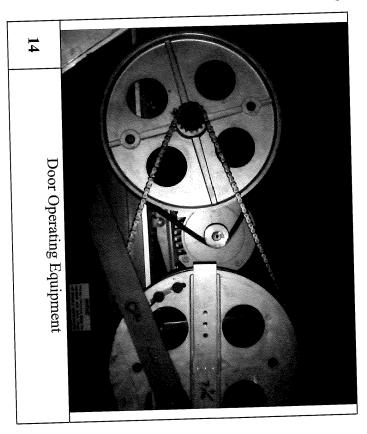
WESTPORT TOWN HALL 110 MYRTLE AVENUE WESTPORT, CT 06880



Top of Car – Door Operator and Cab Fan

13

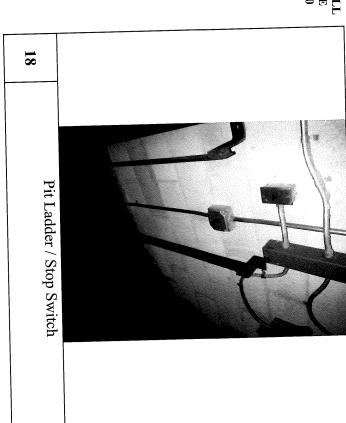






16

WESTPORT TOWN HALL 110 MYRTLE AVENUE WESTPORT, CT 06880



Town Hall Elevator Replacement Costs - Sterling Elevator Consultants

Opinion of Probable Costs

	\$	145,000.00
	\$	45,000.00
	Ś	28,000.00
subtotal	\$	218,000.00
	\$	32,700.00
Total	\$	250,700.00
10% contingency	\$	25,070.00
GRAND TOTAL	\$	275,770.00
SAY	\$	275,000.00
	Total 10% contingency GRAND TOTAL	subtotal \$ Subtotal \$ Total \$ 10% contingency \$ GRAND TOTAL \$

Sterling Elevator Consultants, LLC 195 West Main Street, Suite 5 Avon, CT 06001

Tel: (800) 209-9909

http://www.sterlingelevatorcons.com/



DEPARTMENT OF ADMINISTRATIVE SERVICES

OSBI - Bureau of Elevators 450 Columbus Blvd - Suite 1303 Hartford CT 06103
Office (860) 713-5808 Right Fax (959) 200-4890
Email: CT.Elevators@CT.Gov

June 1, 2018

As you are aware, On January 3, 2018 Connecticut has adopted the ASME A17.1-2013 Safety Code for Elevators and Escalators. This list outlines some of the major changes however, there are hundreds of changes between the ASME A17.1-1996-98 and the ASME A17.1-2013 to be aware of.

Maintenance Control Program: A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of 8.6. Your company may choose to keep electronic records for their use, which is recommended, however, a written hard copy shall remain in the elevator machine/control/room/or space. This requirement is for new and existing equipment. A MCP shall be in place when we turn over the new equipment on New Acceptances. All periodic tests shall be recorded in the MCP and it is not required to send in the test results to our office any longer. See Sec 8.6 for the full list of requirements outlined for maintenance, repair and replacement.

Single Bottom Cylinders: All hydraulic single bottom cylinder elevators, where the cylinder is installed below ground, shall either have the cylinder replaced, safeties installed or an installation of a plunger gripper. This requirement does not pertain to cylinders which were installed with a safety bulkhead. Sec. 8.6.5.8

Hydraulic Over-Speed Valve: Shall be inspected and tested with full load as required in the Periodic Test Requirements of a Category 5 (5 year) test or if the seal has been altered or broken. Sec. 8.6.5.16

Maintenance and Testing of Escalators and Moving Walks: Escalators shall be maintained and tested as specified in Sec. 8.6.8 which includes but not limited to Step/Skirt Performance Index.

On New Installations

Pit Ladder Access: A fixed vertical non-combustible ladder shall be installed in the pit of each elevator where the pit extends more than (35 in). Pit ladder rungs, cleats or steps shall be a minimum of (16 in) wide. When obstructions are encountered the ladder width shall be permitted to be decreased as wide as the available space permits but not less than (9 in). The ladder shall extend not less than (48 in.) above the sill of the access door or handgrips shall be installed to the same height. See Sec. 2.2 for additional requirements.

Maintenance Path and Clearance: A clear path of not less than (18 in.) shall be provided to all components that require maintenance in the machine room and control room. Sec 2.7

Lighting, Temperature and Humidity in Machine Spaces, Machine Rooms, Control Spaces and Control Rooms: Sec. 2.7.9 Lighting: Permanently installed electric lighting in all above spaces shall be not less than (19 fc) at floor level, standing surface of working platform, or at the level of the standing surface when the car is in the blocked position.

Temperature and Humidity: Machine Spaces, Machine Rooms, Control Spaces and Control Rooms shall be provided with natural or mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer. The temperature and humidity range shall be permanently posted in the above spaces.

Car-Top Railings: To be provided where required. Sec 2.14.1.7

Ascending Car Overspeed Protection/Unintended Car Movement Protection/Emergency Brake: Sec. 2.19

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Car Emergency Communications: Two way communications within the car shall include a means to verify operability of the telephone line. An audible and illuminated visual signal shall be activated. Sec. 2.27

Maintenance Control Program: A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of 8.6. This will be required at the time of the initial New Acceptance Test.

Code Data Plates: Required on all new and existing equipment. Sec. 8.9

Definitions

Several new definitions have been added since the ASME A17.1-1996, here are a few to highlight:

Machinery Space, Machine Room, Control Space, Control Room: The definition encompasses old and new technology and has been added for a term widely used in the Code, put previously not defined.

Periodic Tests, Category 1, Category 3, Category 5: Revised from 1 year, 3 year, 5 year tests.

Safety Integrity Level (SIL): Discrete level for specifying the safety integrity requirements of the safety functions to be allocated to the E/E/PE safety related system.

SIL Rated: electrical/electronic/programmable electronic system (E/E/PES) that is listed/certified to a safety integrity level that is accordance with the applicable requirements of IEC 61508-2 and IEC 61508-3.

Suspension Means: See ASME A17.6-2010 Standard for Elevator Suspension, Compensation, and Governor Systems.

Sway Control Guide/Sway Control Guide Suspension Means: Devices attached to the car or counterweight used to limit the sway of suspension means, compensating means, traveling cables to prevent tangling, or snagging on other hoistway components.

Unlocking Zone: On passenger elevators, reduced from (18 in.) to (7 in.). Freight elevators with vertical sliding doors (18 in.) See Definition of Unlocking Zone.

As previously stated, this list only outlines some of the major changes.

Thank you for your cooperation,

Manoy C L'i Mittento

Nancy C. DiMitruck

Elevator Inspection Supervisor



DEPARTMENT OF ADMINISTRATIVE SERVICES

OSBI - Bureau of Elevators 450 Columbus Blvd - Suite 1303 Hartford CT 06103 Office (860) 713-5808 Right Fax (959) 200-4890 Email: CT.Elevators@CT.Gov

PLEASE STOP AND READ

PLEASE NOTE ELEVATOR CODE CHANGES

On January 3, 2018 Connecticut has adopted the ASME A17.1-2013 Elevator Safety Code for Elevators and Escalators. Please note the major changes:

MAINTENANCE CONTROL PROGRAM:

A written Maintenance Control Program for each elevator or escalator shall be installed on-site in each machine room or machine space, provided by the person(s) and or firm who is maintaining the equipment. The MCP shall include all maintenance, repair, replacement and testing records of such equipment.

SINGLE BOTTOM CYLINDERS:

All hydraulic single bottom cylinder elevators, where the cylinder is installed below ground, shall either have the cylinder replaced, safeties installed or an installation of a plunger gripper. This requirement does not pertain to cylinders which were installed with a safety bulkhead. Please consult with your elevator maintainer to determine if your cylinder meets this requirement. If the cylinder has been replaced, please show documentation in the on-site Maintenance Control Program.

TO SEARCH FOR MORE INFORMATION - PLEASE TRY:

- 1. GO TO CT.gov
 - a. Search: Safety Code for Elevators Overview
 - i. Choose: Safety Code for Elevators and Escalators
- 2. http://portal.ct.gov/DAS/Office-of-State-Building-lnspector/Safety-Code-for-Elevators-and-Escalators



DEPARTMENT OF ADMINISTRATIVE SERVICES

OSBI - Bureau of Elevators 450 Columbus Blvd - Suite 1303 Hartford CT 06103
Office (860) 713-5808 Right Fax (959) 200-4890
Imail: CLEtevators #CLGov

January 12, 2018

To: All Interested Parties

ASME A17.1 - 2013

Re: State of Connecticut - Regulation of Department of Administrative Services - Concerning Safety Code for Elevators and Escalators

Effective January 3, 2018 the following national standards, together with all addenda and amendments thereto, are hereby adopted as part of sections 29-192-1e to 29-192-6e, inclusive, of the Regulations of Connecticut State Agencies:

Sec. 29-192-4e. ADOPTED STANDARDS

SAFETY CODE FOR FLEVATORS & ESCALATORS

REQUI	REMENTS	
(5)	ANSI B77.1-2011	AERIAL TRAMWAYS, AERIAL LIFTS, SURFACE LIFTS, TOWS AND CONVEYORS - SAFETY
SITES		
(4)	ANSI/ASSE A10.4-2007	PERSONNEL HOISTS AND EMPLOYEE ELEVATORS ON CONSTRUCTION AND DEMOLITION
(3)	ASME 17.7 – 2007	PERFORMANCE-BASED SAFETY CODE FOR ELEVATORS AND ESCALATORS
(2)	ASME A17.6 - 2010	STANDARD FOR ELEVATOR SUSPENSION, COMPENSATION, AND GOVERNOR SYSTEMS
• •		The same of the sa

- (b) The standards adopted by the American Society of Mechanical Engineers are available at www.A5ME.org.
- (c) ANSI documents are available at www.ANSI.org

All plans which have been approved for installation prior to 1/3/18 will be required to meet the ASME A17.1 1996 – 1998 addendas. All drawings submitted for review after January 3·2018 will require a copy of the building permit included with the drawings to determine applicable code.

All Scope of Work submittals for Modernizations/Alterations will require a copy of the contract signing date to determine applicable codes for installation and testing requirements.

Regards,

(1)

Nancy C DiMitruck

Nancy C DiMitruck
Elevator Inspection Supervisor

DAS.CT.GOV

Affirmative Action Equal Opportunity Employer



WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS TOWN HALL, 110 MYRTLE AVE. WESTPORT, CONNECTICUT 06880 (203) 341 1120

August 17, 2018

Mr. James S. Marpe First Selectman Town Hall Westport, CT 06880

Re:

Appropriation from Sewer Reserve Fund

Replacement of Bar Screens at Water Pollution Control Facility

Dear Mr. Marpe,

This office herein requests an appropriation from the Sewer Reserve Fund in the amount of \$196,000 for the replacement of one Bar Screen Rack at the Westport Water Pollution Control Facility. The work consists of purchasing a new screen rack, removing a skylight at the treatment plant, lifting out the old screen out of the bar screen assembly with a crane, installing the new screen rack, and replacing the skylight

The attached cost estimate is based on quotes from the vendor and installer along with a 5% contingency for unforeseen items encountered during construction.

Respectfully,

Peter A. Ratkiewich, P.E

Director of Public Works

cc: Gary Conrad, Finance Director

G:\Pw off\PAR\APPRQST\WPCF BarScreenCON

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

	D	EPART	ME	NT INFORMATION	
DEPT NAME: Department of	Public Work	s – Sewe	er Tre	eatment Division	Date:8/15/18
PROJECT NAME AND DES Replacement of Bar Scree		etnort D	alluti	on Control Escility /MPC	·E)
Replacement of Bar Scree	II Nack at We	stport F	onut	on control racinty, (vvr c	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	* ************************************				
IS IT LISTED IN THE 5-YR O	ADITAI	VEC	NO.		
FORECAST?	AFIIAL	YES ⊠	NO	Listed in FY 2018-2023 pla	an under FY 2019
		_			
If no, why not?					
If yes , answer the following to Which FY was the project first		FY 2018			
Which FY was the project firs		FY 2018			
		_			
	\$162,400 Puro \$21,000 Instal				
	\$3,000 Elect.		C	OST IN CAPITAL	
APPROXIMATE COST:	\$186,400			FORECAST: \$210,000	
CONTINGENCY (5%):	\$9,320				
\/	\$195,720		← T(OTAL REQUES	ST→ \$196,000
COURCE OF FUNDS:					
SOURCE OF FUNDS:					
CAPITAL GEN'L					
BOND FUND					
CNR GRANT					
STATE OTHER					
OTHER, DESCRIBE: Sewer	Reserve Fun	d			
PAYBACK PERIOD: N/A					
A I BAOK I ERROD. WAY					
PROJECTED START DATE:	44/4/	40	ES	T. COMPLETION DATE: 1/15/19	
PROJECTED START DATE.	11/1/	10	- ,	DATE: 1/10/13	
ESTIMATED USEFUL LIFE:	15 years				
Is this project part of a large		-			·
This is maintenance replacen	nent of critical	equipme	nt		
				This is a sole-supplier inst	allation. This vendor makes the bar
		YES	NO	screen separator assembl	y and supplies repair and
Has an RFP been issued?			\boxtimes	replacement parts for their	own equipment.
		YES	NO	Number of bids	
Have bids been received?		TES		received:	N/A
			_ -		
Was the lowest bid the winr	ner?	YES	NO	If not, why? N/A	
The the lettest blu the Will		ш	ш		

Who will benefit from				
			itical component of the plant that must be	
			ere are two mechanical bar screens so that one	
			ual bar screen for emergencies, in the event that	t for
some reason both bar s	screens go down at once. Th	is is a prudent m	naintenance activity	
la !4 a vanlaaamam42	YES	NO		
Is it a replacement?	\boxtimes			
		Evicting 15	voor old har seroon at its recommended	
If you describe condit	tion of what is to be replac		year old bar screen at its recommended	
ii yes, describe condi	ion of what is to be replace	ed. Teplaceinent	it interval	
	YES	NO		
Pictures attached?	× = = = = = = = = = = = = = = = = = = =			
	-		•	
<u>, </u>				
What other approvals	reviews are necessary to l	peain this proje	ect?	
RTM approval of fundin				
	9 4			
		FINANCE		
This 4! 4 - 1				
	mpleted by the Finance D			
EFFECT ON TOWN FIR	NANCES, INCLUDING DEB	T SERVICE:		
IF APPROVED:				
IF NOT APPROVED:				
	RE	VIEW/SIGN-O)FF	
DEPARTMENT HEAD		1	3	
	Hola		DATE: 8/15/18	
-				
FINANCE DIRECTOR				
			DATE:	
-	1 (1.			
FIRST SELECTMAN	(leve (l.l.		elr/10	
	1 /1000 0000		DATE: 0/10	
			——————————————————————————————————————	

\$ 196,000.00	Request \$
\$ 195,720.00	
\$ 9,320.00	5% Contingency for uncertainties in reconstruction of wiring)
\$ 186,400.00	
\$ 3,000.00	3 Electrical disconnect/ reconnect services (E&S)
\$ 21,000.00	2 Installation utilizing on call sewer service contractor, (Kovacs)
\$ 162,400.00	1 NewBar Screen Rack Purchase (Sole source manufacturer quote)
	item Description
	Replacement of Bar Screen Rack - Opinion of Probable Cost

Peter A. Ratkiewich, P.E.
Director of Public Works
203 341 1120



Budget Proposal Town of Westport, CT- Westport WPCF Supply of Replacement Aqua-Screens PT

Proposal Date:

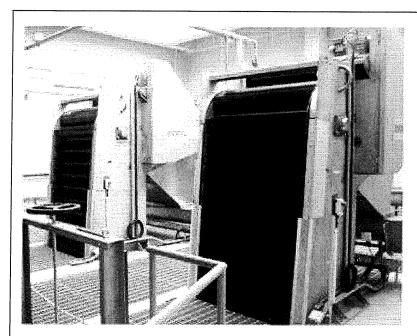
Proposal: 2720156-1 Rev.B

Ref:

15-AUG-2018
Westport Inquiry

By: Steve Macomber Tel: (817) 235-6577

E-mail: steve.macomber@andritz.com



For:

Town of Westport Westport W.P.C.F

4 Elaine Rd.
Westport, CT 06880
Attn: Manny Furtado
W.P.C.F Superintendent
Tel: 203-341-1167
mfurtado@westportct.gov

By:

ANDRITZ Separation Inc.

1010 Commercial Blvd S. Arlington, TX 76001, USA Phone: +1 817 465 5611 Fax: +1 817 468 3961 www.andritz.com

Local Representative
Walker Wellington, LLC
Chris Hubbard
Tel: 401-601-0523
chris@walkerwellington.com

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ANDRITZ SEPARATION TECHNOLOGIES INC. Standard Terms and Conditions of Sale	8



COVER LETTER

August 15, 2018

Town of Westport, CT Westport W.P.C.F. 4 Elaine Rd Westport, CT 06880

Attn: Manny Furtado - W.P.C.F. Superintendent

Re: Westport W.P.C.F

Budget Proposal for Supply of Replacement Aqua-Screen™ PT 750x3600x6

Dear Mr. Furtado,

We are pleased to submit this updated budget proposal of our Aqua-Screen™ PT in-channel fine screen system to replace the two existing ANDRITZ screens.

We have assumed that you will reuse the control panel and screenings washer-compactor from the existing screen. Please let us know if you also want to upgrade or replace these items and we will update our proposal accordingly. On request, we can also provide pricing for a set of spare parts for the new screen. For this proposal, we have also included an upgrade to incorporate our adjustable stainless steel side seals.

We appreciate the opportunity to submit our proposal. Please feel free to contact me or Chris Hubbard at Walker Wellington if you have any immediate questions,

Sincerely,

Steve Macomber

Regional Sales Manager

ANDRITZ Separation Technologies Inc.

Cell: (817) 235-6577

steve.macomber@andritz.com

cc: Chris Hubbard - Walker Wellington

TECHNICAL INFORMATION

SCOPE OF SUPPLY

Item	Qty.	Description
1	Two (2)	ANDRITZ Aqua-Screen® PT-50x3600x6 In-Channel Screen: ANDRITZ Aqua-Screen® PT-S In-Channel Screens Model 750X3600X6 Sized for the application and consisting of the following components: 304L SST frame of minimal 1/4 inch plate 304L SST high impact plastic elements with 6 mm apertures Upgraded 11 gauge 304L SS side seal 75° angle of installation 304L SST discharge chute 304 SST link chain with 400 series SST rollers and pins ¼ inch thick 304L stainless steel guide rails 8620 hardened carbon steel drive shaft AR400 hardened steel drive chain sprocket and lower guide 1.0 hp chain drive motor 1.0 hp cleaning brush drive motor Adjustable polyester cleaning brush 304 SST screen washing spray bar
2	1 Lot	 Project Management, Engineering and Documentation, including: Arrangement drawings with dimensions for the ANDRITZ scope Foundation drawings showing details needed for anchoring the screens Motor list Installation, operating and maintenance manuals Parts manual
3	1 Lot	Installation Checkout, Startup Assistance and Training (1 Trip / 4 Days)
4	1 Lot	Freight and Insurance to Jobsite, Unloading not Included

COMMERCIAL INFORMATION

PRICING SUMMARY

	Description	Qty.	Budget Price US Dollars
1	ANDRITZ Aqua-Screen PT 750x3600x6	Two (2)	Included
5	Project management, engineering and documentation	1 lot	Included
6	Installation checkout, start-up assistance and training	1 lot	Included
7	Freight FOB Jobsite (Westport, CT)	1 lot	Included
	I Budget Price for Two (2) ANDRITZ Aqua-Screen PT 750x3600x6 Dollars, Taxes not included, FOB Jobsite		\$ 324,800.00

X

* THIS IS FOR (2) BARSCREEN RACKS VENDOR HAS CONFIRMED THAT PURCHASE OF (1) RACK IS 1/2 THE ABOVE PRICE OR \$ 162,400



COMMERCIAL CONDITIONS

This proposal is based on the attached ANDRITZ Separation Technologies Inc. "Standard Terms and Conditions of Sale".

SPECIAL CONDITIONS

- Pricing quoted is FOB Westport, CT, unloading is not included
- Pricing does not include any local, state or federal taxes, permits or other fees. Any taxes or fees that may
 apply must be added to the quoted price and paid by the buyer.
- Pricing is valid for 60 days.

TERMS OF PAYMENT

- 30% on order
- 70% upon delivery

ENGINEERING

Following are the major engineering services included in the proposed sale price

- General arrangement drawings of proposed ANDRITZ equipment
- Specific equipment drawings, complete with piping and wiring requirements
- Operating and maintenance manuals, including recommended spare parts lists
- Motor and drive list

DELIVERY

Approval drawings in 4 weeks after executed purchase order.

Equipment delivery in 16 weeks after receipt of approved submittal package.

SCOPE NOT INCLUDED IN ANDRITZ PRICE

(To be provided by Contractor/Client)

Specifically the ANDRITZ scope of supply does NOT include the following items as may be necessary for equipment installation & operation to the performance levels specified;

- Financing
- Equipment installation or building modifications
- Fees or taxes of any kind (sales, use, excise, Local, State, Federal, or Final Destination)
- Cranes or lifting devices
- Unloading and/or storage of equipment at jobsite
- Foundation design and engineering (ANDRITZ will furnish equipment drawings and data)
- Utilities for erection and operation (including during commissioning)
- Gauges and instrumentation not specifically identified in the above proposed scope of supply
- Any peripheral equipment not listed in this scope letter
- Interconnecting / field wiring, conduit, piping, tubing, valves, etc., between proposed equipment and existing equipment or controls
- Civil engineering, supporting platforms and ladders
- Screenings chutes (reuse existing)
- Screenings washer-compactor (reuse existing)
- Control Panel (reuse existing)
- Anchor bolts
- Spare parts

ANDRITZ SEPARATION TECHNOLOGIES INC. Standard Terms and Conditions of Sale

1. TERMS APPLICABLE

This quotation or acknowledgement and Andritz's sale of Products described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale listed below, which are the exclusive terms and conditions upon which the Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of products, equipment and parts relating thereto ("Products"). These Terms and Conditions of Sale issed below, which are the exclusive terms and conditions upon which the Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of products, equipment and parts relating thereto ("Products"). These Terms and Conditions of Sale control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale.

Delivery dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

3. WARRANTY

(a)Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement, with no further devention. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification

(c)THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d)The remedies provided in paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

(e)With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price. The foregoing notwithstanding, Seller's aggregate and sole liability for any claims for (a) delay in delivery shall not exceed 5% and (b) failure to achieve performance requirements, shall not exceed 15% of the contract price.

(c) The limitations and exclusions of liability set forth in this paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof shall terminate on the third anniversary of the date of this Agreement.

5. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products. 8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against any claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or a Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer on such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products, or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof
10. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

(a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after

(b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.

the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
(c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
(d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment and independent of such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the leaim or adverse final judgment relates to: (1) Buyer's unning of the Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph 10 is hall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's acquisition of confidential informati

OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

(f) Buyer and its successors are limited to the remedies specified in this Paragraph 10.

(g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee. 11. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following
- this separate the same from Buyer.

 (b) Buyer may only terminate this Agreement for Buyer's convenience upon written receipt of notice of the same from Buyer.

 (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.

 (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy.
- or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation

12. CONFIDENTIALITY

Buyer acknowledges that the information which Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual license to use Seller's confidential and proprietary information for the products that are the subject hereof only. Buyer a non-exclusive, royalty-free, perpetual license to use Seller's confidential and proprietary information for purposes of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to and not to permit any third party to analyze, measure the properties of or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13.

13. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

14. FORCE MAJEURE

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

 (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies
- the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) <u>Option to Terminate</u>. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than six (6) months in any twelve (12) month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement. Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule 15. INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products provided by Seller hereunder or the work performed by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from
- the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

 (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (Including death) and physical property damage arising out of the Products. Seller's shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

 (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent
- of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and by prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion or termination hereof.
- (f)(i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.
 (ii) In the circumstances of (f)(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.
- (g)(i) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
 (ii) In the circumstances of (g)(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the limit the Agreement its signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sugginated to having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
 (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

April 2017 ReV.

Ratkiewich, Peter

From:

Furtado, Manny

Sent:

Thursday, August 16, 2018 6:50 AM

To:

Ratkiewich, Peter

Subject:

FW: Andritz system

FYI

From: Wanda McGarry [mailto:WMcGarry@kococo.com]

Sent: Wednesday, August 15, 2018 4:28 PM **To:** Furtado, Manny <mfurtado@westportct.gov>

Subject: Andritz system

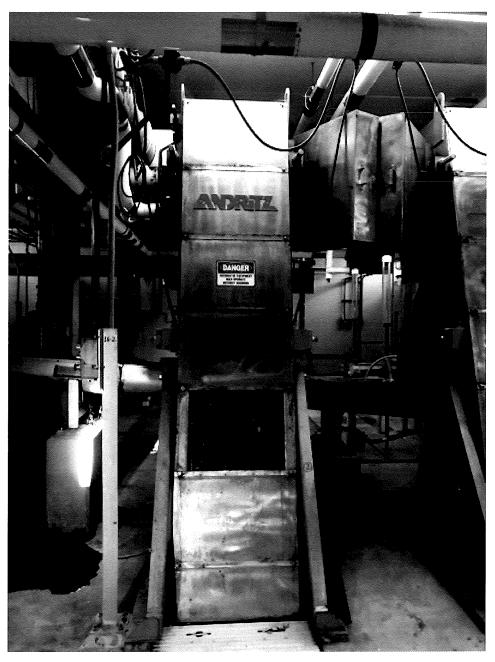
Hi Manny

Kovacs is providing a not to exceed price to remove and replace the Andritz system for \$21,000.00 – to include removing the skylight, crane out old unit and place on truck to remove, crane in new unit and install new unit- Westport is to provide electrician to disconnect and reconnect the unit.

NOTE: WE HAVE MOVED TO THE BELOW ADDRESS

Wanda L. McGarry Kovacs Construction Corporation 321 Riggs Street Oxford, CT 06478 203-743-4022 (475-675-5935) Fax 203-790-1326

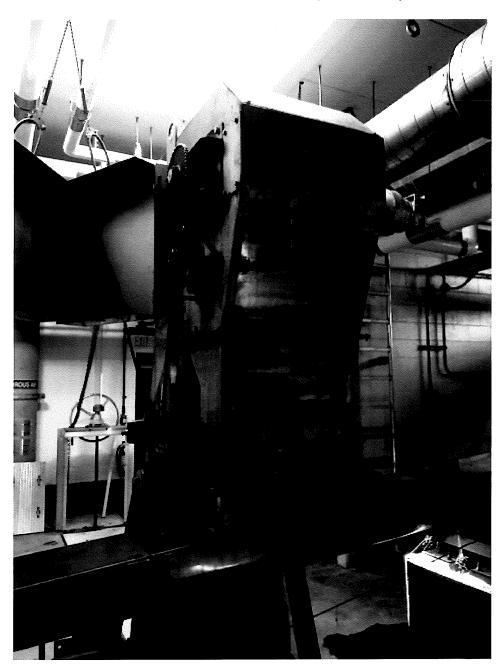
BAR SCREEN ASSEMBLY FRONT VIEW



BAR SCREEN RACK



BARSCREEN ASSEMBLY REAR VIEW



GVERHEAD SKYLIGHT FOR REMOVAL



BAR SCREEN IN ACTION



- RACK MOVES VERTICALLY TO REMOVE NON BIODEGRADEBLE SOLIDS FROM WASTE STREAM