

**TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(RWRWTC Underdrain/Filter Cell Replacement)**

DATE: _____, 2015.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

AWI-ANTHRATECH U.S., INC., a Utah corporation, 479 W. Universal Circle, 9160 S., Sandy, Utah 84070

RECITALS:

- A. Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Contractor shall perform all of the services and provide all materials as set forth on *Exhibit 1* (“Work”). Contractor shall complete the Work consistent with standards and practices of the profession.

Section 2. Total Obligation. The Town’s total obligation to Contractor under this Agreement for the Work shall not exceed \$553,500 unless authorized in writing by the Town.

Section 3. Payment. Contractor shall invoice Town on a monthly basis in accordance with the rate and fee scheduled set forth in *Exhibit 1*. Town may withhold payment in whole, or in part for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of Section 6, below. Town shall remit payment, whether whole or in part within 15 days receipt of such invoice.

Section 4. Completion. Contractor understands time is of the essence in this Agreement. Contractor shall undertake the Work upon receipt of a Notice to Proceed from the Town and complete the work not later than 260 days thereafter. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days written notice to Contractor. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subcontractors. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

Section 6. Inspection and Warranty. Town reserves the right to inspect the Work provided under this Contract at all reasonable times and places during the term of this Contract. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Contractor expressly warrants that all materials and/or equipment furnished under this Contract shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

Section 7. Risk of Loss. With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to Section 6, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

Section 8. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 9. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 10. Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Contractor is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. §8-17.5-102, Town may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

Section 11. Insurance. Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) or any other rights, immunities, and protections

provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 12. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 13. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 14. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 15. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 16. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 17. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

Section 18. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 19. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 20. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 21. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Mark Marlowe, Utilities Director

CONTRACTOR:

AWI-ANTHRATECH U.S., INC.

By: _____

Its: _____



AWI PHOENIX UNDERDRAIN PROPOSAL

FOR

RAY WATERMAN WATER TREATMENT CENTER
CASTLE ROCK, COLORADO

Represented by:
Douglas H. Lindsey
7597 South Willow Circle
Centennial CO 80112
303-843-9116

PROPOSAL



PROPRIETARY AND CONFIDENTIAL INFORMATION

The attached document contains proprietary and confidential information and is submitted under a confidential relationship for the sole purpose of responding to a request to solve various process and operational problems.

By accepting this document, the recipient agrees:

- (a) it will not disclose to third parties or use any drawings, specifications, designs, processes or information supplied by AWI in any manner detrimental to the interests of AWI,
- (b) any special features peculiar to this design and information gained as a result of this document shall be treated as confidential and shall be the property of AWI and will not be incorporated in whole or in part in other projects unless recipient obtains written permission from AWI to do so,
- (c) not to copy in whole or in part nor reveal its contents in any manner or for any other purpose except for the purpose stated herein,
- (d) the foregoing applies, without limitation, to all documents prepared by AWI in connection with this submission and the recipient acknowledges this document involves confidential, proprietary rights of AWI and all design, manufacturing, reproduction, use and sale rights regarding same as expressly reserved.



INTRODUCTION

AWI FILTER SYSTEMS

AWI has been upgrading variety granular media filters, including open top gravity filters for more than 25 years. AWI uses a combination of design principles developed from decades of actual field experience along with the latest innovations in granular media filtration technology. The features offered in this proposal have all been proven in actual production installations.

AWI PHOENIX UNDERDRAIN SYSTEM

The most critical component of any granular media filter is the underdrain system. It collects filtered water during filtration, and cleans the filter media by controlling air scour and the backwash water distribution, all of which has a profound affect on the overall filtration efficiency and filter media life. The AWI Phoenix underdrain system is the most advanced underdrain system on the market today. It offers significant advantages over older designs such as header/lateral systems, filter plates with nozzles, tile block, plastic block or gravel supported systems. Some of the advantages are:

1. Stainless steel construction makes the system much more durable than the plastic nozzles plastic blocks. The bolt together system can usually be installed in half the time of other systems.
2. The stainless steel orifice shields eliminate the need for gravel to support the filter media. Consequently there is no loss of filter media from a disturbed gravel bed.
3. The air and water orifice sizes in the laterals are computer selected to insure uniform distribution along the entire length of each flute. This is not practical with other underdrain systems.
4. The problem of poor distribution of air scour air due to the formation of water waves in the laterals and header common to other systems is eliminated by AWI's provision of a physical barrier to separate the air and water channels.
5. The underdrain is designed specifically to take advantage of simultaneous air scour/low rate hydraulic backwash. In many applications where this backwash method is applied, backwash water volume reductions of up to 50% have been realized.

Reference installations are available upon request.



EQUIPMENT DESCRIPTION

AWI proposes to furnish as noted underdrain systems suitable for installation in the filter system consisting of four (4) dual basins measuring 12.5' x 24' at the Ray Waterman Regional Treatment Center. The following items are included:

- **Phoenix Underdrains**
 - Stainless Steel Laterals with Integral Seal Plate
 - Stainless Steel Hold Down System
 - Gaskets, Sealant, and Hoses
 - Freight Terms: FOB Jobsite
 - Installation and Maintenance Manuals
- **Demolition and removal of existing underdrains and media**
- **Installation of new underdrains and media**



ITEM 1 – EIGHT (8) PHOENIX UNDERDRAIN SYSTEMS FOR INSTALLATION IN EXISTING 12.5' x 24' FILTER BASINS

AWI will supply eight (8) complete Phoenix underdrain systems fabricated from stainless steel, and custom designed specifically to be installed in eight (8) 12.5' x 24' filter basins. The scope of supply for each filter basin will include the following:

- A. A minimum of (24) laterals approximate 12'-2" in length. The laterals consist of two-compartment air/water flute laterals of 304L stainless steel construction, with variably sized water orifices, air scour slots, air release vents, and orifice shields. The flutes shall be designed to prevent two phase wave action generated during air scour, and will compensate for velocity and momentum changes during backwash. The laterals will feed into a concrete gullet cast into each filter basin (concrete floor and gullet not by AWI).
- B. A gullet cover plate will be integrally fabricated with each lateral. The cover plate will include a series of variably sized orifices to collect filtered water and evenly distribute backwash water to the laterals.
- C. 96 stainless steel hold down clamps.

The underdrain system will be shop assembled for rapid bolted installation to the existing concrete floor in the field. All required gaskets, anchor bolts, anchors, leveling shims, and sealant will be included.

All components will be packed in crates.

Note: AWI will reuse the existing air manifold provided the condition of the existing manifold permits. The existing drawings show the existing nipples to be 1.25" stainless steel pipe which will accommodate standard AWI fabrication and supply. Modification for nipples other than 1.25" pipe is not included.



ITEM 2 – DEMOLITION OF EXISTING MEDIA AND UNDERDRAINS

AWI will remove the existing media and underdrains. The scope of the work will include:

- Remove up to 9,200 ft³ of existing media and support gravel. The customer will provide water for an eductor to within 100' of filter area at 75-80 psi. The exhausted media will be stockpiled in customer provided and designated location or containers. Disposal location to be within 600' of the filters.
- Remove existing underdrain system and stockpile in customer provided and designated location or containers. Disposal location to be within 600' of the filters.

ITEM 3 – INSTALLATION OF NEW MEDIA AND UNDERDRAINS

AWI will install the new media and underdrains. The scope of the work will include:

- Unloading the Phoenix Underdrains
- Cleaning each filter basin in preparation for underdrain installation. This work will include flushing the backwash circuit with customer provided water.
- Rotating the existing air manifolds so that the existing 1.25" nipples discharge from the bottom of the manifolds.
- Install the new Phoenix Underdrains
- Install sand to a depth of 22". Installation will be accomplished in two lifts with skimming performed after each lift.
- Install anthracite to a height of 28". Installation will be accomplished in two lifts with skimming performed after each lift.
- Assist the owner in placing the filters online.

The work described in Items 2 and 3 is expected to be completed within one-hundred and twenty (120) days provided there are no unexpected delays.

Note: New media not by AWI



FURNISHED BY OTHERS

Unless specifically mentioned in this proposal and purchase for inclusion with the proposed equipment, AWI does not include:

- Unloading
- Concrete foundations
- Special engineering
- Valves
- Field wiring and conduits
- Interconnecting piping
- Instrument air piping
- Field Painting
- Field erection (unless specified)
- Grouting

Note: Owner is responsible for disposal of all demolished components



PRICE AND DELIVERY

ITEM 1 - SUPPLY OF EIGHT (8) AWI PHOENIX UNDERDRAINS FOR INSTALLATION IN THE 12.5' x 24' GRAVITY FILTER BASINS.

PURCHASE PRICE (FREIGHT INCLUDED)..... \$324,000

ITEM 2 – DEMO OF EXISTING UNDERDRAINS AND MEDIA

PURCHASE PRICE \$229,500

ITEM 3 – INSTALLATION OF NEW UNDERDRAINS AND MEDIA

PURCHASE PRICE Included

****Price above is based on AWI receiving control of 4-8 filter basins during the month of October in 2015.**



STANDARD PAYMENT TERMS

The total amount of the order shall be payable as follows:

- 30% upon submittal of approval drawings for item 1
- 70% upon shipment of equipment for item 1

Demolition and installation will be billed as the project progresses based on the terms agreed upon between both parties at the time of purchase.

Credit is subject to acceptance by our Credit Department. All invoices are due and payable within thirty (30) days of the date rendered.

SHIPMENT SCHEDULE

Standard shipment schedule for all items is 20 weeks.

Engineering/Drawing Preparation	4-6 weeks
Drawing Approval	2 weeks
Fabrication and Shipment	10-12 weeks

Modification of shipment schedule can be discussed at the time of purchase.



FIRM PRICE BID

The prices submitted are based upon receipt of an order on or before **August 31, 2015** and customer acceptance of shipment when we are scheduled to ship. If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Unauthorized retention of payment for any reason by purchaser shall result in a service charge of 2% per month.

DRAWINGS & INFORMATION

General arrangement drawings will be submitted for approval as noted after receipt of a written purchase order. Four (4) sets of erection drawings and operating and maintenance instructions will be forwarded at the time of shipment of the equipment.

CUSTOMER SERVICE

Customer service is provided as noted in this proposal. AWI will provide upon request additional services of experienced personnel for construction/installation consultation, mechanical inspection, operator training and equipment start-up.

This service will be provided at the rate in effect at the time that service is performed, plus travel and accommodation expenses. The service time billing will include travel time from AWI premises to the job site and return.

Service rates in effect as of January 1, 2015 are as follows:

Monday through Friday:	\$850.00 per 8 hour man day
Overtime:	1-1/2 times above rate.
Saturday:	1-1/2 times above rate.
Sunday:	2 times above rate.

The above rates are subject to adjustment without notice to conform to the rates in effect at the time the work is performed.



State sales or use taxes are not included in our quoted price. Any such taxes incurred by AWI, or required to be passed on to AWI by any of its subcontractors, will be added to the previously quoted price to arrive at the total sales price. AWI will advise Purchaser of the amount of such taxes as soon as they are determined at which time Purchaser shall immediately provide AWI with a change order to reflect the taxes being added to arrive at the total sales price.

TERMS AND CONDITIONS

WARRANTY AND CONDITIONS

AWI Standard Warranty is attached and made a part of this proposal. Warranty and service policies are limited to equipment of AWI design and manufacture. Equipment, which is neither of AWI manufacture, nor integral to AWI equipment will be subject to warranty and service policies of the respective manufacturer.

PROCESS PERFORMANCE CONDITIONS

The process performance of the equipment offered in this proposal is dependent upon many factors, including the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, unless a written process performance warranty has been included, AWI cannot assume any liability or responsibility for performance results that the user of the equipment is expecting or has predicted.

LIMITATION OF LIABILITY

AWI shall not be liable for incidental or consequential losses or damages for any reason in connection with this order.

PROPOSAL DRAWINGS

Drawings bound with this proposal are general in nature and are for purposes of illustration only. The written proposal description defines our offering and takes precedence over these drawings. Weights and volumes given are approximate only and are given to aid in estimating costs for handling and erection.



AWI is furnishing its standard equipment in accordance with engineering and manufacturing standards as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Purchaser's plans, specifications or addenda, as there may be minor deviations. The equipment will, however, meet the general intent of the mechanical specifications of these documents.

FORCE MAJEURE

The Seller shall not be liable for loss, damage, detention, or delay resulting from causes beyond its reasonable control, or caused by fire, strike, civil or military authority, restrictions of the United States government, or any department, branch or representative thereof, insurrection, riot, embargoes, car shortages, wrecks, or delays in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities due to such causes.

LOCAL CODES, CRITERIA OR ORDINANCES

The equipment offered in this proposal is designed and furnished in accordance with nationally accepted practices. Local or state practices, codes, criteria or ordinances which differ from those in general acceptance will not be included in the design unless the specification sections relating to the equipment specifically call for the local requirements, and copies of all such codes, criteria and ordinances are included in the bid specifications supplied to AWI.



OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (OSHA)

AWI warrants that in addition to meeting all OSHA specifications as recited, its equipment also meets those regulations of general application such as the standards relating to handrails, belt guards, electrical wiring and the like; and AWI will correct any deviation in accordance with the AWI Warranty under which the equipment is sold.

However, we must point out that the purpose of this Federal legislation is to insure that employers provide a safe working environment for their employees. Thus, the burden of compliance is on the Purchaser-Employer rather than on the supplier of equipment because the conditions under which work will be performed can vary.

While AWI makes every effort to comply with regulations of specific application to equipment of its manufacture, we do not always know every particular use to which the equipment will be put, the environment in which it may be used, nor do we know whether the equipment will always be properly maintained and/or operated within its design capacities. For these reasons, AWI cannot give the Purchaser-Employer blanket assurance that equipment you purchase from AWI will, in use, always comply in all respects with OSHA.

WARS AND EMBARGOES

If foreign or United States wars or embargoes, or interruption of essential transportation services cause serious shortages, unavailability or significant increases in the price of commodities, materials or components used by Seller in the manufacture or erection of equipment, the delivery period shall be extended and the price increased to compensate for the changes in these conditions.

COMPLETION

Due to this equipment being custom designed to meet specifications for the benefit of the Purchaser and not resalable without modification, Seller shall be relieved of any clause covering time is of the essence or default which might be invoked on account of late delivery. Seller shall not be considered in default, nor shall the order be subject to cancellation without payment to the Seller of appropriate cancellation costs. This does not deny Purchaser the right to cancel in cases of Seller's gross negligence or willful breach.

PROPOSAL WITHDRAWAL

AWI reserves the right to withdraw this proposal at any time prior to the written acceptance of your written purchase order.



Warranty

Anthratch U.S. Inc.

Standard Warranty

For the benefit of the original user, Anthratch U.S. (dba AWI) warrants all new equipment manufactured by or for it to be free from defects in material and workmanship; and will replace or repair, F.O.B. Sandy, Utah or other location designated by it, any part or parts returned to it which examination shall show to have failed under normal use and service by the original user within one year following initial shipment by AWI. Such repair or replacement shall be free of charge except for those parts such as filter media and the like that are consumable and normally replaced during maintenance. Such consumables shall be subject to pro-rata charge based upon AWI's estimate of the percentage of normal service life realized from the part. AWI's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects which shall in no event be later than thirty (30) days following expiration of the one year warranty period and is limited to repair or replacement as aforesaid.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY AWI U.S. AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. AWI U.S. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT. AWI U.S. SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON NOR ON ANY CLAIM THAT ITS EQUIPMENT WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired by parties other than AWI and its authorized agents. Neither does this warranty apply if the equipment or parts have been damaged by improper installation, application, erosion or corrosion of any sort, or subjected to misuse, abuse, neglect or accident.

AWI makes no warranty with respect to parts, accessories, or components manufactured by others. The warranty applicable to such items is that offered by their respective manufacturers.

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