

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
May 6, 2025

Agenda Item Number: F-2

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:
Minutes of April 15, 2025

Summary:
Staff to present the minutes of April 15, 2025, for approval.

Reviewed / Approved

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

\$

Funding Source:
N/A

Budgeted:
N/A

Attachments

1. Minutes

Approved By: _____

General Manager



Date: 05/01/2025



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, April 15, 2025

MINUTES

CALL TO ORDER (A)

Chairman Nicolas Rodriguez called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE (B)

Commissioner Philip Schwartz led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Timothy Maloney, Sue Heim, Robert Majeska, and Philip Schwartz

Also present: General Manager Peter Rosasco; General Counsel Nicholas Mulick; District Clerk Shannon McCully; Finance Manager Connie Fazio; Field Manager Rudy Perez; Plant/Facilities Manager Ryan Dempsey; Weiler Engineering Steve Suggs and Lexi Connor; IT Support Sheldon Bennett

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; IT Consultant Randy Redmond

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Chairman Rodriguez requested item O-1 be presented before item G-1
Commissioner Heim requested the addition of item *P-1 CEMEX*

Motion: Commissioner Majeska made a motion to approve the agenda as amended. Commissioner Schwartz seconded the motion. Motion passed without objection.

PUBLIC COMMENT (E)

Name and Address:

Frank Pla, Key Largo

Subject:

Agenda Item O-1

APPROVAL OF MINUTES (F)

No report in agenda.

GENERAL MANAGER (G)

FKWQIP Update (G-1)

Mr. Rosasco gave an update on FKQWIP funding.

Stewardship Update (G-2)

Mr. Rosasco gave an update on Stewardship funding.

CUSTOMER SERVICE (H)

Customer Service Report – March 2025 (H-1)

Ms. Fazio presented the Customer Service monthly report.

IT (I)

IT Report – March 2025 (I-1)

Mr. Redmond presented the IT monthly report.

BUDGET AND FINANCE (J)

Budget and Finance Report – March 2025 (J-1)

Ms. Fazio presented the Budget and Finance monthly report.

FIELD (K)

Field Report – March 2025 (K-1)

Mr. Perez presented the Field monthly report.

PLANT/FACILITIES (L)

Plant/Facilities Report – March 2025 (L-1)

Mr. Dempsey presented the Plant/Facilities monthly report.

CAPITAL PROJECTS (M)

Capital Projects Report – March 2025 (M-1)

Ms. Connor presented the Capital Projects monthly report.

KLWTD Power Conditioning Project Change Order #1 (M-2)

Tabled to a future Board meeting.

KLWTD Disc Filter Change Order #5 - Spread Footer Scope Change (M-3)

Mr. Suggs requested approval of Change Order #5.

Motion: Commissioner Majeska made a motion to approve Change Order #5.
Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Majeska - Aye
Commissioner Heim – Aye
Commissioner Schwartz – Aye
Commissioner Maloney – Aye
Chairman Rodriguez – Aye

Vacuum Stations Odor Control – Deductive Change Order #1 (M-4) (Laydown)

Mr. Suggs requested approval of Deductive Change Order #1.

Motion: Commissioner Maloney made a motion to approve Change Order #1.
Commissioner Schwartz seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye

Commissioner Schwartz – Aye
Commissioner Majeska – Aye
Commissioner Heim – Aye
Chairman Rodriguez – Aye

ENGINEERING (N)

No report in agenda.

LEGAL REPORT (O)

South Cliff Estates SIC (O-1)

Mr. Mulick requested approval of South Cliff Estates SIC payment plan.

Motion: **Commissioner Maloney made “a motion to approve the plan for South Cliff Estates receiving the first payment tonight for \$39,614.58 and two annual payments thereafter of \$36,313.33, the reason is this is a 100% workforce housing project.”**
 Commissioner Schwartz seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye
Commissioner Schwartz – Aye
Commissioner Majeska – Aye
Commissioner Heim – Nay
Chairman Rodriguez – Aye

COMMISSIONER ITEMS (P)

Commissioner Heim discussed the Monroe County Planning Commission’s 3/26/2025 meeting in Key Largo regarding the CEMEX project.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 6:38 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal_____

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
April 15, 2025

Agenda Item Number: M-4

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:

Vacuum Stations Odor Control - Deductive Change Order #1

Summary of Discussion:

This is a balancing change order to utilize direct owner purchase for (2) Generators and (12) HI-CARB Odor Control Tanks.

Reviewed / Approved

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

\$ **(1,401,110.92)**
Income
Funding Source:
N/A
Budgeted:
N/A

Attachments

1. Memo
2. Cummins Inc. Quotation
3. Heyward Inc. Quotation
4. Change Order #1

Approved By: _____

General Manager

Date: 04/10/2025

MEMORANDUM

To: Peter Rosasco, General Manager

From: Steve Suggs, P.E.

Date: April 14, 2025

Re: Justification for Laydown Item – Change Order No. 1

Change Order No. 1 is a balancing change order to facilitate the direct owner purchase of two (2) generators and twelve (12) odor control tanks. This item is being submitted as a laydown change order due to the extended lead time associated with the Cummins generators, currently estimated at 52–56 weeks.

The total contract duration for the Vacuum Stations Odor Control Project is 330 calendar days, which is shorter than the anticipated lead time for the generators. To avoid significant delays and minimize any necessary extension of contract time, it is important that the direct purchase process be initiated without delay.

We recommend proceeding with the change order to maintain the project schedule and mitigate potential impacts to contract completion.

April 4, 2025

Prepared by

Andres Sanchez
(770) 639-1942
nh279@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Broad Range, 125/105C Alternator Heater, 120 Volt AC Housing - None Enclosure Color - None Fuel Water Separator Control Mounting - Front Facing PowerCommand 2.3 Controller LCD Control Display Relays - Genset Status, User Configured Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Entrance Box or Terminal Box, Left - None Circuit Breaker - 600A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690, 100% Circuit Breaker or Entrance Box or Terminal Box, Left - None Circuit Breaker or Entrance Box - Bottom Entry,Right Side Auxiliary contacts/Trip Alarm - Single Circuit Breaker Exhaust Connector - Slip On Engine Air Cleaner - Normal Duty Engine Cooling - Radiator, 40C Ambient	1



	<p>Shutdown - Low Coolant Level</p> <p>Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature</p> <p>Cummins Certified Test Record</p> <p>Standby 5 Year 2500 Hour Parts+Labor+Travel</p> <p>Literature - English</p> <p>Packing - Standard. This is the standard packing for domestic over-the-road deliveries</p>	
2	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
3	Annunciator-Panel Mounted With Enclosure (RS485)	1
4	Remote Emergency Stop Switch	1
5	<p>SOUND ATTENUATED ENCLOSURE</p> <p>ALUMINUM WEATHER PROOF REACH-IN ENCLOSURE, SOUND ATTENUATED TO AN AVERAGE OF 84 DBA @ 7 METERS IN A FREE FIELD ENVIRONMENT FROM A MECHANICAL START NOISE OF 91 DBA @ 7 METERS IN A FREE FIELD ENVIRONMENT. FIDELITY MANUFACTURING IS NOT RESPONSIBLE FOR SITE CONDITIONS THAT INTERFERE WITH FREE FIELD ENVIRONMENT TESTING.</p> <ul style="list-style-type: none"> - 6061 ALUMINUM TUBING WITH STANDARD RAL 9003 SIGNAL WHITE OR ANSI 61 LIGHT GRAY PRE-PAINTED .080" 5052 MARINE GRADE ALUMINUM SKIN ADHERED WITH 3M VHB VEHICLE TAPE. - .090" 5052 MARINE GRADE MILL FINISH ALUMINUM SHEET ROOF PEAKED FOR DRAINAGE. - ENCLOSURE DESIGNED TO MEET 4" PER HOUR RAIN TEST. - ENCLOSURE TRIMMED WITH 6063 MILL FINISH EXTRUDED ALUMINUM TRIM DESIGNED FOR WATERTIGHT AND AESTHETIC SEAL. TRIM ENHANCED WITH WEATHERPROOF COLOR MATCH CAULK. - (4) SINGLE KEY/PAD LOCKABLE DOORS STANDARD WITH STAINLESS STEEL HINGES AND HARDWARE. SPRING LOADED STAINLESS STEEL HOLD OPEN ROD. STANDARD INSTALLMENT TO OPEN TO 110° WITH THE ABILITY TO PULL PIN AND OPEN TO 180°. ALL DOORS PROVIDED WITH DRIP RAIL AT EACH DOOR ENTRY. - 2" MATTED FIBERGLASS THERMAL INSULATING SOUND ABSORPTION MATERIAL IN CEILING, WALLS, AND INTAKE PLENUM ALL COVERED WITH .032" 3003 MILL FINISH PERFORATED ALUMINUM. DISCHARGE PLENUM INTERIOR COVERED WITH .040" 3003 ALUMINUM SKIN. - INTAKE AND DISCHARGE PLENUM OPENINGS COVERED WITH BIRD SCREEN PROTECTION. - BLOW OPEN GRAVITY DISCHARGE DAMPER. - INTERNALLY MOUNTED HOSPITAL GRADE SILENCER RATED WITH A 35 TO 40 DBA REDUCTION, 8" INLET AND OUTLET DESIGNED WITH A RECTANGULAR SHAPE. - 304SS RAINCAP, ELBOW, AND RAIN SHIELD. - EXTERIOR DRAINS FOR RADIATOR COOLANT AND ENGINE OIL. 	1

- FRAMING DESIGN FOR ENCLOSURES PER ASCE7 AS REFERENCED BY IBC AND STATE/LOCAL CODE REQUIREMENTS.
- ENCLOSURE/TANK ANCHORING LAYOUT PROVIDED WITH SUBMITTAL PACKAGE.
- WIND LOAD - RATED AT 200 MPH.
- ROOF LOAD - RATED AT 53 PSF.
- SNOW LOAD - RATED AT 6 PSF.
2" X 4" FRAMING.
ENCLOSURE DIMS: 286"L X 84"W X 115"H
ESTIMATED WEIGHT TO BE 4,800 LBS.

ELECTRICAL PACKAGE OPTION INSTALLED IN ENCLOSURE.
INCLUDES:
- 100 AMP MAIN (10 KAIC RATED) 1 PHASE PANEL BOARD (120/240V).
- 250 AMP BUS (200 KAIC RATED).
- NEMA 3R/12 ENCLOSURE.
- SIEMENS.
- BOLT-IN BREAKERS (10 KAIC RATED).
- 18 SPACE (PANEL UPSIZED IF DEEMED NECESSARY BASED ON QUANTITY OF ELECTRICAL COMPONENTS).
- UP TO (3) LED LIGHTS (VAPOR PROOF).
- (2) 20A GFCI OUTLETS (IVORY).
- (2) SWITCHES (IVORY).
- GENERATOR ACCESSORY CONNECTIONS FOR JACKET WATER HEATER, BATTERY CHARGER, AND ALTERNATOR HEATER.
- INSTALL BATTERY CHARGER.

EXHAUST OUTLET ELBOW, SILENCER, AND FLEX TO BE WRAPPED EXTERNALLY WITH A 1" FIBERGLASS INSULATING BLANKET IN ENCLOSURE INTERIOR. SPRING CLOSURES. FITS 8" HOSPITAL/HOSPITAL PLUS GRADE SILENCER.
FOR TEMPERATURES UP TO 1200°F.

UL142 SEALED SECONDARY DOUBLE WALL SUB-BASE FUEL TANK WITH 1,100 USABLE GALLONS AT 90% CAPACITY.
TO PROVIDE 36.5 HRS RUN TIME BASED ON A CUMMINS 450DFEJ WITH CONSUMPTION OF 30.1 GPH BASED ON GENSET OPERATING AT 100% LOAD.
DIMENSIONS 251"L X 84"W X 20.5"H EQUIPPED WITH A 32" X 19" THROUGH HOLE STUB UP AREA.
WEIGHT IS ESTIMATED TO BE 4,800 LBS.
- UL142HD STRUCTURAL TANK WITH TANK TOP MOUNTING PROVISIONS.
- STANDARD LOW FUEL LEVEL SWITCH SET TO ALARM AT 35% FUEL



	<p>CAPACITY. FIELD ADJUSTABLE.</p> <ul style="list-style-type: none">- STANDARD LEAK DETECTION/RUPTURE BASIN SWITCH.- FUEL FILL AND VENTS TO BE LOCATED EXTERNAL TO ENCLOSURE AT DISCHARGE END.- 0.5 PSI BRONZE CHECK VALVE ON ENGINE FUEL SUPPLY PORT.- (2) GROUND PADS ON TANK SIDES (OPPOSITE CORNERS).- GROUND PAD IN BREAKER/STUB AREA.- GROUND PAD IN ACCESSORY PANEL/TRANSFORMER STUB AREA. (IF APPLICABLE).- 1,315 ACTUAL GALLON CAPACITY. <p>UPGRADED COATING</p> <ul style="list-style-type: none">- (MNP) MARINE COASTAL - REQUIRED IF UNIT WILL BE LOCATED WITHIN 1 MILE OF THE COASTLINE. <p>SSPC-SP10 / NACE No. 2 - NEAR-WHITE BLAST CLEANING.</p> <p>PRIMER COAT - APPLY ONE ADDITIONAL COAT OF ZINC PRIMER (3.0-5.0 DFT AVERAGE). IN ADDITION TO STANDARD COATINGS.</p> <p>NFPA 30 OPTIONS: (FDEP COMPLIANT)</p> <ul style="list-style-type: none">- 3 LIGHT REMOTE ANNUNCIATOR (NEMA 4X POLYCARBONATE) WITH AUDIBLE ALARM HORN AND SILENCE SWITCH FOR HIGH FUEL (90%), LOW FUEL (25%), AND RUPTURE BASIN ALARM POINTS. LOCATED NEAR THE FUEL FILL.- STATIC DISCHARGE FILL TUBE. TO WITHIN 6" OF BOTTOM OF TANK.- OVERFILL PROTECTION VALVE SET @ 95%. WITH 2" CAMLOCK CONNECTION. INCLUDES TAG WITH FILLING PROCEDURES.- 7.5 GALLON ALUMINUM FILL/SPILL BUCKET.- EXTENDED NORMAL VENT 12' ABOVE GRADE. <p>FDEP APPROVAL NUMBERS</p> <p>FIDELITY AST TANK - EQ-497 (IF RECTANGULAR)</p> <p>MODERN WELDING AST TANK - EQ-352 (IF CYLINDRICAL)</p> <p>FIDELITY 7.5 GALLON FILL SPILL BUCKET - EQ-778</p> <p>FPI HIGH FUEL, LOW FUEL & LEAK DETECTION SWITCHES - EQ-817</p> <p>ROCHESTER FUEL LEVEL GAUGE - EQ-901</p> <p>MORRISON BROS OPV - EQ-858</p>	
6	Freight	1
7	Service - start up and testing	1

QUOTE TOTAL: \$ 223,400.00

Quote value does not include any tax.



NOTES:

THE QUOTED PRICE IS VALID FOR 75 DAYS FROM THE DATE OF THE QUOTE AS NOTED ABOVE. THE PROJECT MUST BE RELEASED WITH SIGNED, APPROVED SUBMITTAL DRAWINGS WITHIN THE 75 DAYS OR BE SUBJECT TO RE-QUOTE AT TIME OF RELEASE TO PRODUCTION.

- Cummins is quoting the above listed items only.
- Current Submittal Lead Time: **2-4** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
 - Transfer Switch(es): **12-16** weeks
 - Generator: **28-32** weeks
 - **Custom Enclosure and Fuel Tank: 52-56 weeks**
- Proposal based upon supplied **Serial C100103137** only. No Specs or Drawings were available at the time of this quote.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:** Cummins **5-year** warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes **3** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
 - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
 - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:** Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- **NOTICE:** *As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Andres Sanchez, Power Systems Sales - Florida
nh279@cummins.com
(770) 639-1942

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



“Serving the Southeast Since 1908”
415 Country Club Drive-Winter Park, FL 32789 - PH: 407-628-1880

Date: 04/10/2025

To: Key Largo Wastewater Treatment District

Project: KLWTD Vacuum Stations Odor Control Project

Dear Sir/Madam,

Heyward Incorporated is pleased to offer the following proposal for your review.

- **Vacuum Station A** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station D** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station E** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station G** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station I** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station JK** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**

TOTAL PRICE FOR ALL SIX VAC STATIONS = \$954,310.92

Also Included:

- Operation and Maintenance Manuals.
- Storage offsite during construction.
- Delivery to the job site.
- Start-up, training, and post start-up inspection and air testing

Contractor Responsibilities:

- Concrete foundation slab.
- Provision and connection of drain.
- Off-loading of the components.
- Placement, assembly, and connecting of the system components.
- Anchor bolts.
- Duct supports.
- Isolation Valves
- Applicable taxes.
- Any other equipment and/or services not specifically described above.

Notes:

- Terms are Net 30 days
- Prices quoted are firm for sixty (60) days after date of proposal. Should you wish to place an order after the expiration date, please contact our office for pricing confirmation.
- **Tax excluded from pricing provided.** Tax exemption forms shall be provided with purchase order.

Delivery: 4 weeks for submittals, 14-16 weeks for delivery of equipment following submittal approval

Warranties:

Equipment: All equipment (except carbon media) supplied by Heyward Florida Incorporated is warranted against defects in material and workmanship for a period of **36 months after date of start-up**. In the event it is determined that a defect exists in such equipment, Heyward Florida Incorporated's sole obligation shall be to repair or replace the defective equipment.

Should you have any questions concerning our offer, or if we may be of any further service, please do not hesitate to contact us.

Please address purchase orders as follows:
(Credit Cards Accepted)

Heyward Incorporated
415 Country Club Drive
Winter Park, FL 32789

Please contact our office with any questions or comments regarding our offering.

Sincerely,

Alexander Maas

Alex Maas
Heyward Florida Incorporated
(407)948-4191
amaas@heywardfl.com

Terms & Conditions:

1. Purchase Orders

All purchase orders shall be addressed to Heyward Florida Incorporated, Winter Park, Florida and shall be subject to acceptance by Heyward Florida Incorporated.

Payment Milestones:

15% - Due at submittal approval and release for manufacturing.

75% - Due with equipment delivery.

10% - Due after startup with owner and engineer acceptance.

2. Exceptions

Sale of equipment and services identified on the face of this quotation will be solely upon the terms and conditions set forth herein. These terms and conditions supersede and reject any conflicting terms and conditions of the purchaser, any statement in the purchaser's terms and conditions to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you. We shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Heyward Florida Incorporated.

3. Credit

All purchase orders received are subject to credit approval of Heyward Florida Incorporated. We reserve the right to suspend or delay shipments of material covered by your purchase order if, in our opinion, there is sufficient reason to suspect potential payment default. In such a case, in addition to any other remedies herein or by law provided, cash payment of satisfactory security from you may be required by us before shipment of material is made. Acceptance by us of less than full payment shall not be a waiver of any of our rights.

4. Shipment

All shipments will be made F.O.B. shipping point unless otherwise specified in this quotation. In the absence of specific instructions, Heyward Florida Incorporated will select the carrier. Title to and risk of loss for the material shall pass to the purchaser upon delivery to the carrier or delivery service. Material held for the purchaser or stored for the purchaser shall be at the risk and expense of the purchaser.

5. Seller's Liability

Seller shall not be liable for any loss, damage, cost of repair, incidental or consequential damage of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the products. Seller's maximum liability shall not in any case exceed the contract price for the products claimed to be defective or unsuitable.

6. Returned Goods

Heyward Florida Incorporated will not accept products for return unless prior written permission of Heyward Florida Incorporated has been obtained.

7. Backcharges

Under no circumstances will Heyward Florida Incorporated accept any backcharge from the contractor or owner unless Heyward Florida Incorporated participated in and agreed to, in writing, with the decisions which resulted in the backcharge.

8. Errors

Heyward Florida Incorporated reserves the right to correct clerical or stenographic errors or omissions.

9. Field Service

Whenever a Field Service Representative is provided by Heyward Florida Incorporated, the representative shall act only in an advisory capacity. He will interpret the Company's drawings, advise the purchaser regarding the sequence of steps in erection, installation, inspection, start-up, dismantling or repairs and explain features and components of the Company's products and their function. He will offer constructive criticism of work conditions, methods, and procedures at the job site. He will not be required to superintend or supervise personnel supplied by the purchaser or train them in their respective crafts in connection with the performance of their work. If, however, at the request of the purchaser and if Heyward Florida Incorporated agrees that the representative will act in another capacity, he shall do so in accordance with normal standards of the industry for that type of work. Whenever Heyward Florida Incorporated is involved in rehabilitative work for a customer, there is no warranty extended that repair or rehabilitative work performed will be successful. All risk in such cases shall be with the purchaser and decisions with respect to repair or replacement of the purchaser's equipment or parts thereof, shall remain solely with the purchaser. Neither Heyward Florida Incorporated nor the representative shall be responsible for any acts, omissions, or workmanship of employees, contractors, subcontractors, or agents of the purchaser or for their failure to follow the advice or instructions of the representative.

10. Purchaser's Responsibility

Purchaser shall furnish at his own expense and responsibility, all cranes, rigging, tools, facilities and equipment, material and repair or replacement parts, together with sufficient skilled and common labor and foreman, supervisors, and interpreters for the efficient performance of all work. He shall further designate a person in his organization to represent him fully at the site in all contacts and dealings with the representative. The purchaser's representative shall be responsible for coordinating the work and shall be in charge of the labor, material, supplies, tools and facilities to be furnished by the purchaser. Purchaser's representative shall inspect and shall be authorized to accept all details of the work as they are completed.



11. Entire Agreement

Terms and provisions contained in this proposal shall constitute the entire agreement between Heyward Florida Incorporated and the person of organization to whom this proposal is directed

SECTION 00950
CHANGE ORDER FORM

CONTRACTOR ("Contractor"): Belle Construction Services, LLC	CHANGE ORDER No. 1 PROJECT TITLE: KLWTD Vacuum Stations Odor Control PROJECT No. 03105.086
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District") 103355 Overseas Highway Key Largo, FL 33037	ENGINEER: Weiler Engineering Corporation 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: April 14, 2025	EFFECTIVE DATE: April 14, 2025 pending approval at the April 15, 2025 KLWTD Board meeting
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: N/A (This change order is a balancing change order)</p> <p>Reason for Change: The purpose of this change order is to balance the final quantities for the project due to direct owner purchase of (2) Generators and (12) Odor Control Tanks.</p> <p>Work to be Performed is more specifically described as: N/A (This is a balancing change order).</p> <p>Attachments: Quotes from Cummins Inc. and Heyward Inc.</p>	
Total Proposed Decrease in Contract Price and Contract Time for this Change Order	
Decrease in Contract Price: (\$1,401,110.92)	Increase (decrease) in Contract Time (Calendar days): 00 Days
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
Original Contract Price: \$4,009,141.26	Original Contract Time: 330 Days (calendar days or dates)

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1		\$	0 Days
2		\$	0 Days
3		\$	0 Days
4		\$	0 Days
5		\$	0 Days
6		\$	0 Days
TOTAL OF ALL PRIOR CHANGES		\$0.00	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$4,009,141.26	330 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		(\$2,608,030.34)	330 Days
Original Contract Substantial Completion Date: February 4, 2026		New Contract Substantial Completion Date: February 4, 2026	

APPROVAL AND CHANGE ORDER AUTHORIZATION	
<p>Contractor: Belle Construction Services, LLC.</p> <p> By (Signature)</p> <p>Blaine L. Kearns, MGR (Printed Name and Title of Officer)</p> <p>(Date) <u>04/14/2025</u></p> <p>ATTEST:</p> <p> (Secretary)</p> <p>(Corporate Seal)</p>	<p>Owner: Key Largo Wastewater Treatment District</p> <p>_____ By (Signature)</p> <p><u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer)</p> <p>(Date) _____</p> <p>ATTEST:</p> <p>_____ District Clerk</p> <p>(Seal)</p>