

Stansbury Service Agency Board of Directors Work Meeting

NOVEMBER 13TH, 2024

Agenda

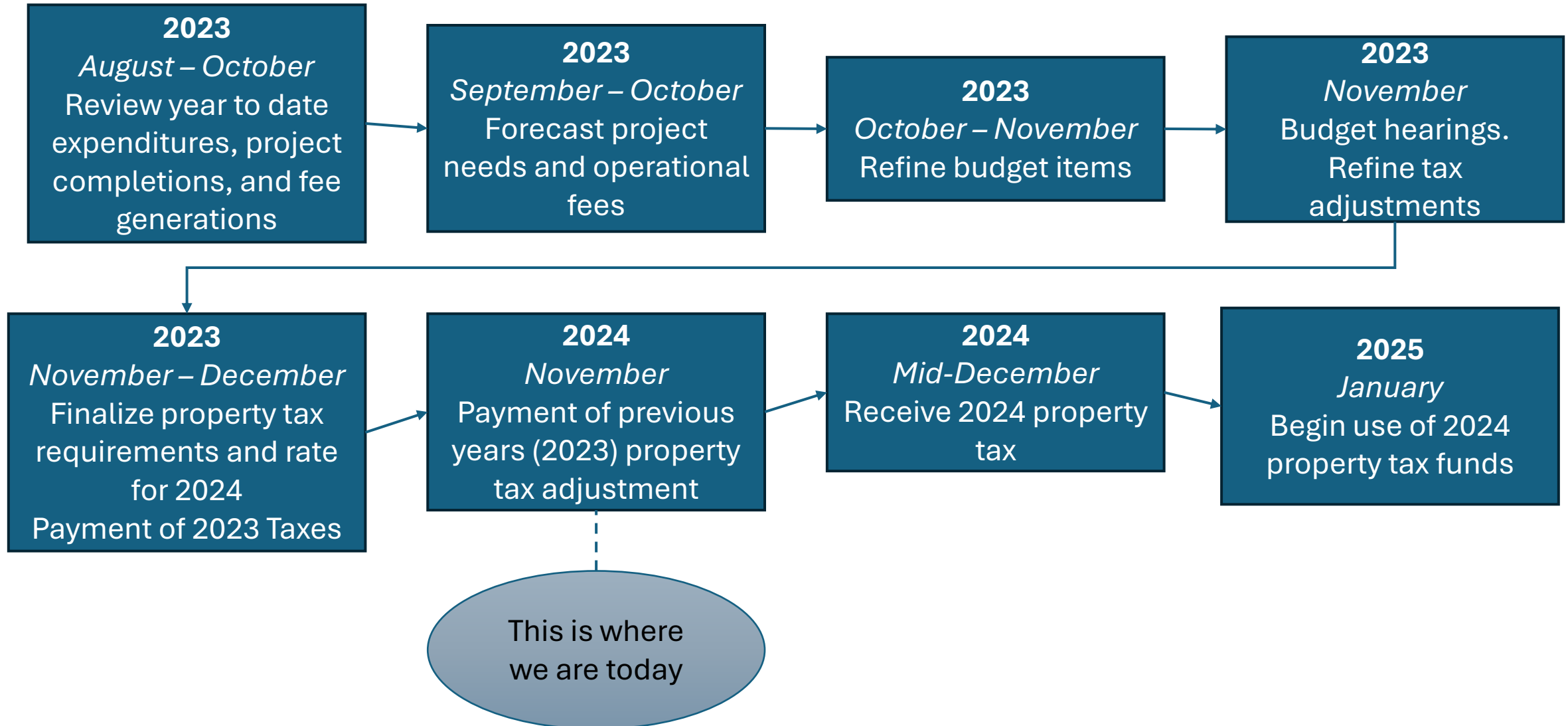
1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Review of Public Comments from the last meeting
5. Response to Comments from Truth in Taxation Public Hearing
6. General Manager Updates
 1. Operations
 2. Projects
 3. Finances
7. Discussion Items
 1. Options for Purchase of New Lake Weed Harvester
 2. Land Donation Offers
 - a. Area Adjacent to Soundwall from Glen Point to Dentist Office
 - b. Area Adjacent to Pole Canyon Road and Village Blvd.
 3. Proposed Year End Projects
8. Board member reports and requests.
 1. Open public comment session for individual Board Members to present final thoughts on any subject covered in the meeting, updates on individual projects not covered by the GM, concerns from residents and requests for future board actions.
9. Motion to Adjourn

Response to Truth-in Taxation Public Hearing Comments

Comment: We Got a Large Tax Increase in 2024 Where Did All the Money Go?

- The Tax increase passed in 2023 for 2024 will not be received until after you pay your taxes this year.
- That means that the money for operations in 2024 came primarily from taxes received in 2023.
- The 2023 Revenue was not sufficient to fully service the Agency needs because
 - Tax increase voted in 2022 was not approved
 - The 2023 Budget was not adjusted to reflect this
 - The spending plan for 2023 did not take into account the tax revenue would not be received until late in 2023.

Budget Development Process



Comment: We Got a Large Tax Increase in 2024 Where Did All the Money Go?

- Since the 2024 operating budget is comprised of:
 - Taxes Received in December 2023
 - Revenue Generated
 - Late Taxes and Fees in Lieu of taxesAND
- Because of the overspending in early 2023 and the denial of the tax increase there was a two-fold hit to the budget in 2024.
- We could either:
 - Accept a lower level of service in 2024, or
 - Borrow Approx. \$1M and incur long-term debt
- Since the board chose the former the money just wasn't there in 2024.

I Never Saw the Lake Mower Other Than Stansbury Days

- The mower is old and was made in Canada, making parts hard to get.
- We were able to get it running just before Stansbury Days and it ran for a couple of hours each day after that.



The Bridge is Falling Apart!

- The Bridge has been a problem for a while
- Several Attempts have been made to pay for a new one with grants, unsuccessfully.
- Bridge was rebuilt about 2007, but that repair is failing
- Currently looking at what we can do to fix it.

\$100,000 Was Spent on the Clubhouse, Where Did It Go?

- In 2023 the then GM proposed \$150K in clubhouse upgrades, unfortunately it was mostly cosmetic and included
 - Removal of the old fireplace
 - Repainting the walls throughout
 - New carpet in the upstairs, less the office area.
 - New doors at all three levels with crash bars.
 - New sound system in the large conference room
 - New AV system in the small conference room
 - Replacement fireplace (was cancelled)
 - New lighting (Not done)
- Budgeted for \$148,000; Spent \$127,000

A Lot of Areas Not Being Taken Care of.

- Due to lack of funding we had to reduce the frequency of mowing and not fix most of the known problems
 - Mowing schedule reduced from weekly to bi-weekly
- Working to develop a budget that will let us not only improve regular service but start to fix the problems
 - Improvements deferred until 2024

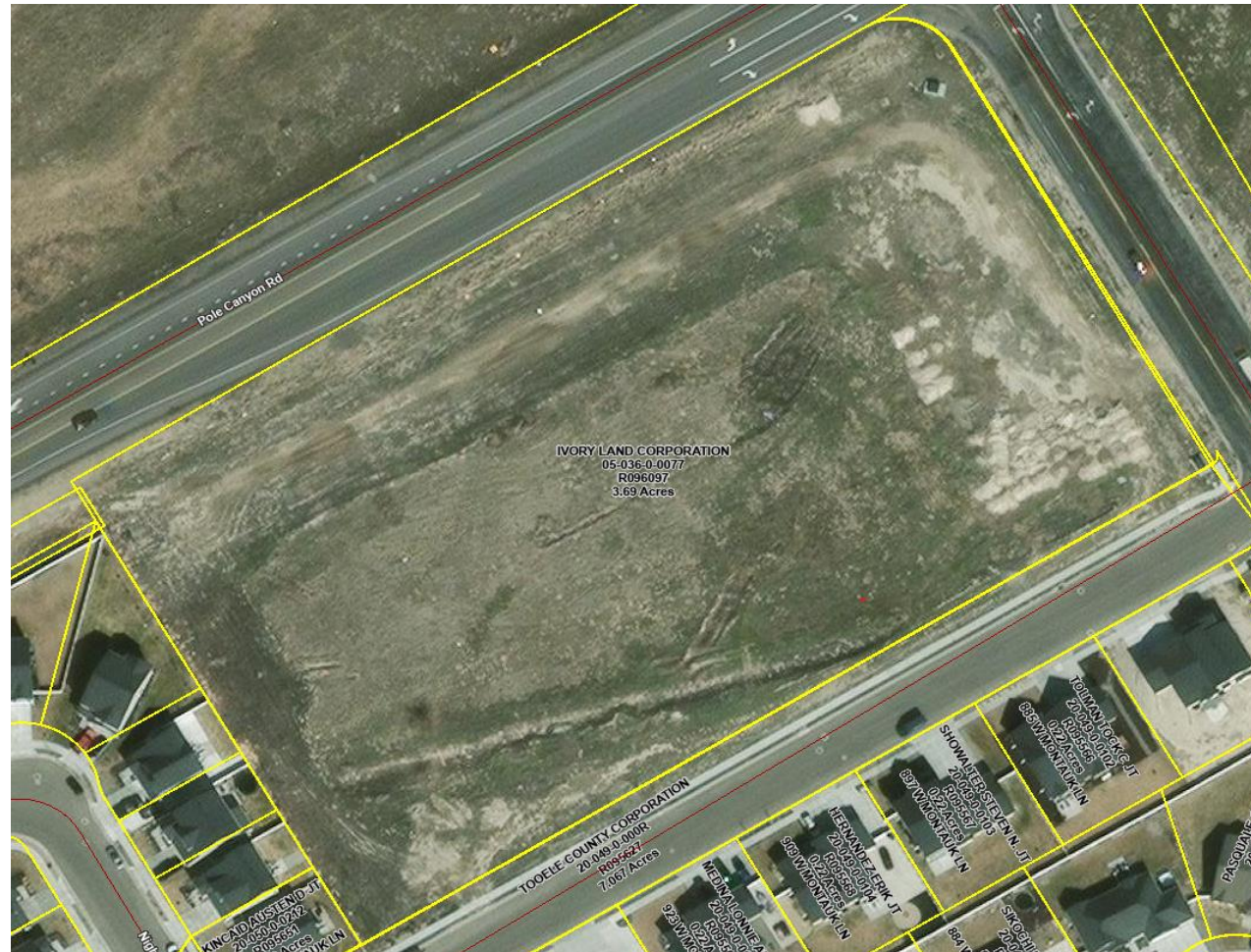
Why Hasn't the Board Looked to Other Revenue Sources to Off Set the Need for Taxes?

- The Board Has
 - Agreed to sell \$360,000 in excess water rights
 - Started Charging for use of facilities by sports teams
 - Pulled the management of Food Truck night inhouse – Generated \$20K in Revenue
 - Added ability to charge vendors for use of space

What About Selling Property?

- Several options were mentioned:
 - The Three Large Parcels each have particular issues
 - In terms of selling space around the golf course (and lake) there are issues with determining what is allowed by the bankruptcy agreement.

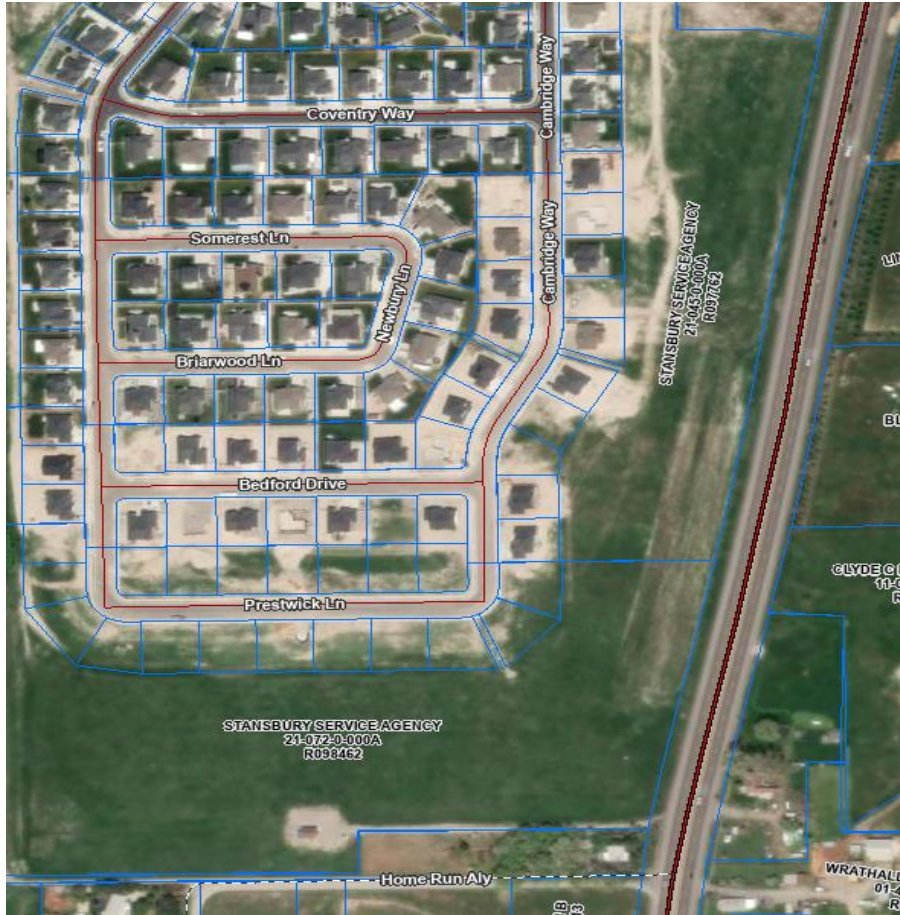
Property at Pole Canyon and Village



Property at Schooner and Bayshore



Property by the Reserve



Grantee shall perpetually preserve the parcels as a secondary conservation area pursuant to Tooele County Code Section 13-8-10 as it existed on the date of this Deed (attached hereto as Exhibit B). Any use of the parcels that impairs or interferes with secondary conservation area values is expressly prohibited

What about Bonding and Do All the Fixes at Once?

- Our bond position is hampered by the fraud
- The Cost to bond is significant.
- Cannot pay for operational costs using a bond.
- The only revenue source to repay the bond is tax money.
 - Which means you incur long term debt to the Residents
 - Will drive taxes above the .0014 mandated state requirement
- By phasing improvements and not incurring debt you can leverage interest in your favor instead of working against you.

What about using volunteer efforts

- The Agency has used and welcomes all volunteer help
 - Spring lake Cleanup day
 - 911 Day of Service
 - Continuing volunteer efforts through “Just Serve”
 - Adopt a Greenbelt
- Two issues with Volunteers
 - Short term fix not consistent
 - Some issues require licensed help.

What About Revenue from New Construction

- Those areas annexed in pay the same tax rate as existing residents, however, those tend to be worth more so they do pay more taxes.
- We do get Impact Fees from new construction, but that can only be used on new construction to support the growth.

What are the Revenues from the Golf Course, Clubhouse.

- In 2024 the Revenues realized were:
 - Golf Course - \$850,000
 - Clubhouse - \$35,000

There is a lot of outside use of the facilities like the lake we should make them pay for it.

- Biggest issue is enforcement
- Looking at things like charging for parking at clubhouse
 - Not a major revenue generator
 - Will drive people to other areas
 - Impact on roadside parking
- Would like to set up a charge to launch

The Public Doesn't Trust the Agency to Properly Manage the Money

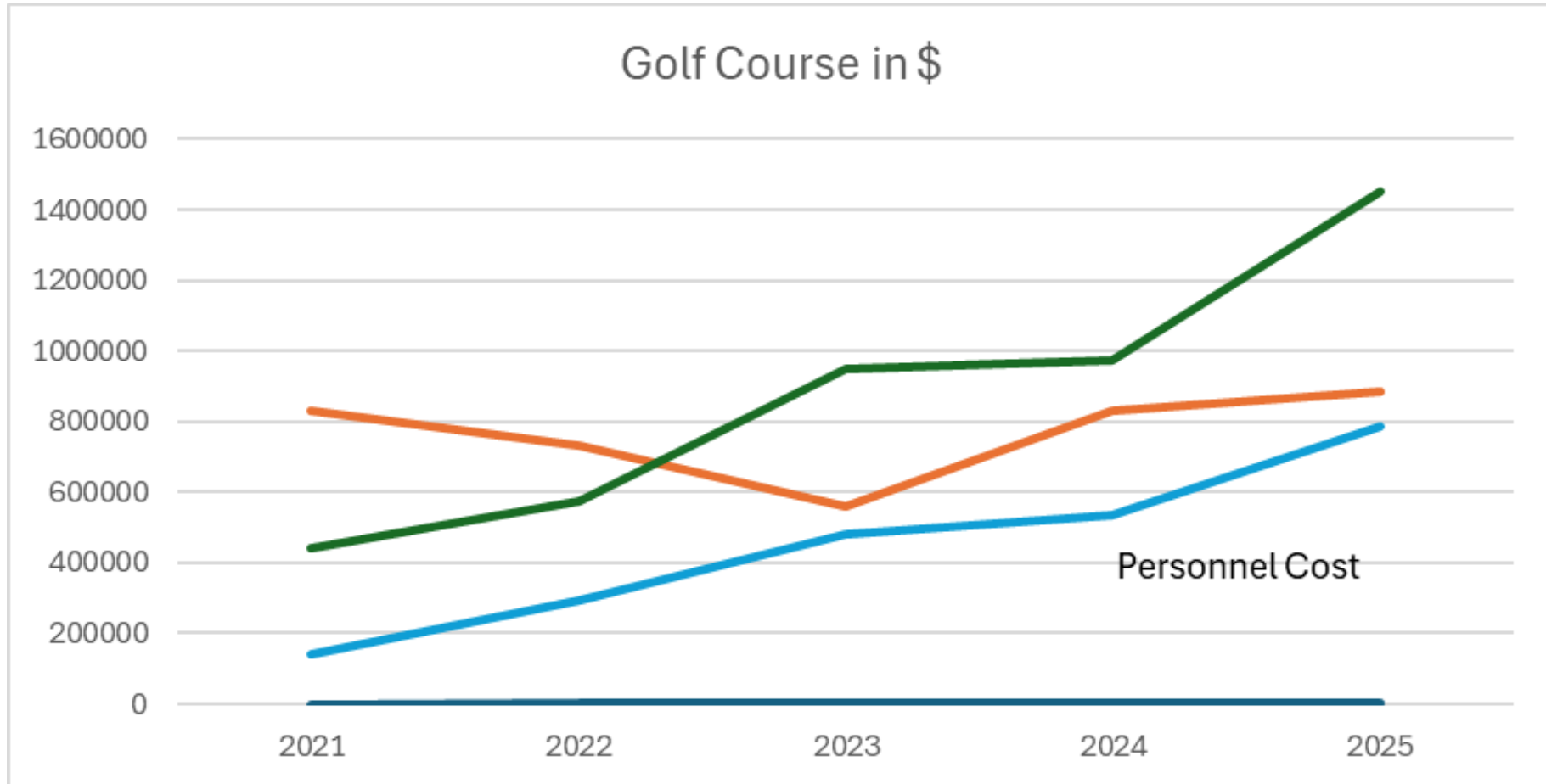
- In mid-2023 we began revamping the process
 - Better defined budget, down to individual line items
 - Better visibility into both budgeted progress and Cash Flow
 - Improved communication between Agency staff and board
 - Emphasis on do things right the first time.
 - Present budget status at least once a month
- Goal is to develop a sustainable budget without the wild fluctuations in tax requirements each year.

Response to Fee Schedule Public Hearing Comments

Public Hearing Comments and responses

- **Trent Ladle** – Asked if the clubhouse was reserved in 2024, but not used in 2025 would the reservation be charged at the lower rate. Feels the sports teams rental rates are too high, driving people to Salt Lake
 - Rental rates are charged at the current rate at the time of rental, so yes, he would be charged the 2025 rates. We only collect a reservation charge at time of reservation, not the cost of the rental.
 - The sports field rental fees were compared to those in Salt Lake and at the time they were approved were in-line or below those rates.
- **Bruce Beck** – Wanted to know if the increased fees were covering the new employees at the golf course or if the taxpayers were supporting it.
 - It's really a two part answer. The pro shop is adding a new year round individual, but reducing the number of seasonals. So from that standpoint it's not really an increase. The cost for employees is increasing, but due to increased costs for those employees, not the new hires per se.

Golf Course Revenue/Costs



GM Updates

Operations

Completing Winterization of Irrigation Systems and Bathrooms

Lake Weed Mower has been Working Each Day

Leaf Collection in progress

Pool has been Winterized and Heaters are in Place



Lake Weed Harvest

GM Updates

Projects

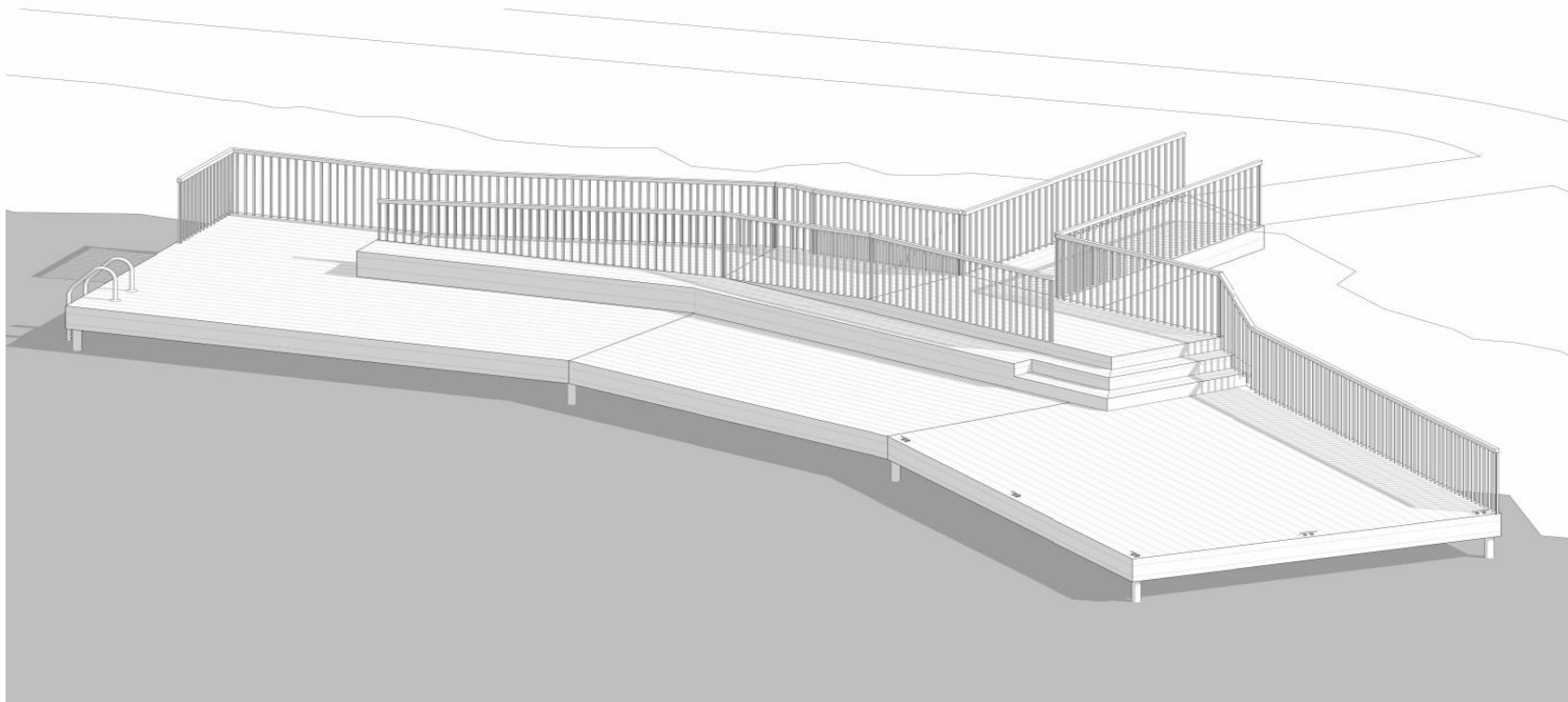
Clubhouse Dock Design Agreed Upon by Planning Committee

Mark up for Amphitheater Designs will be back to Blu by the end of the week

Creating Contracts for

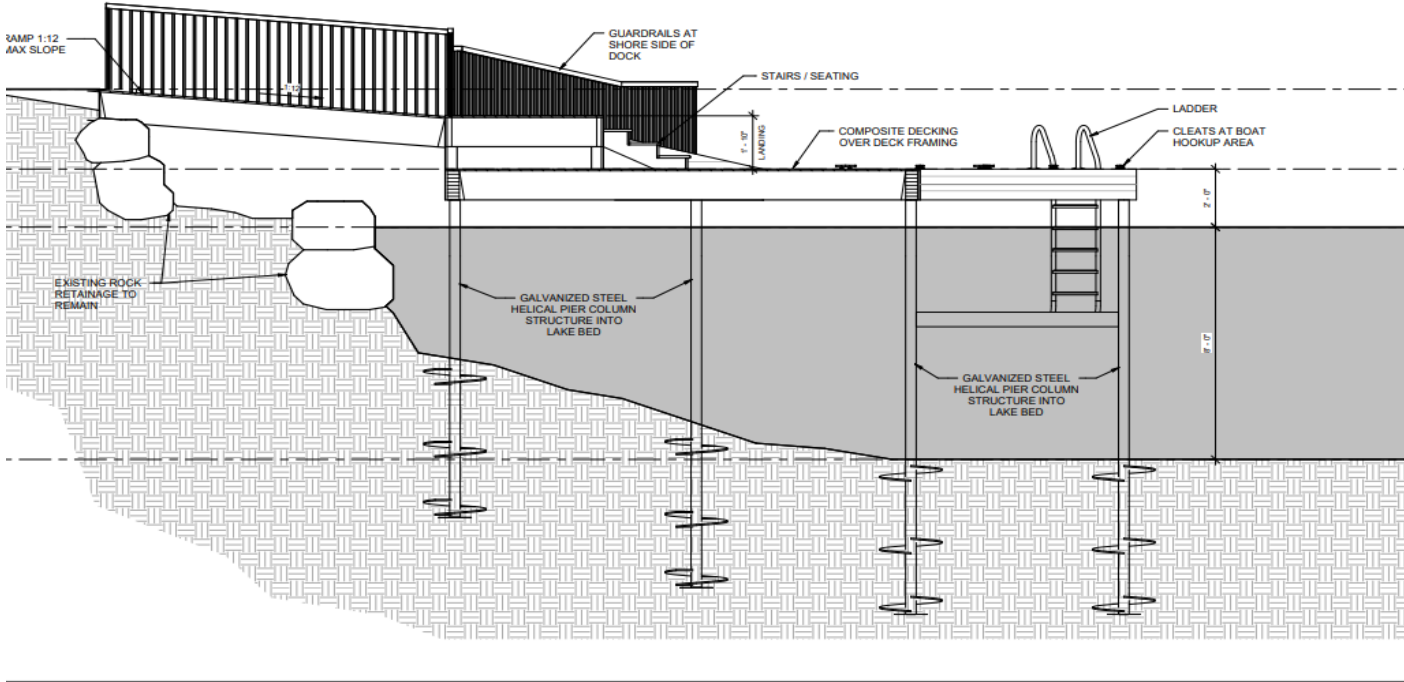
- Maintenance Shop Roof Repair
- Clubhouse Entry Way Leak
- North Wall Area Leak into Spa
- Replacing of Windows and Seals

Getting Bids for Replacement of Carpeting in Large Conference Room



Proposed Design For Clubhouse Dock
13 Nov 2024

Proposed Design for Clubhouse Dock



Damage to Large Conference Room Carpet

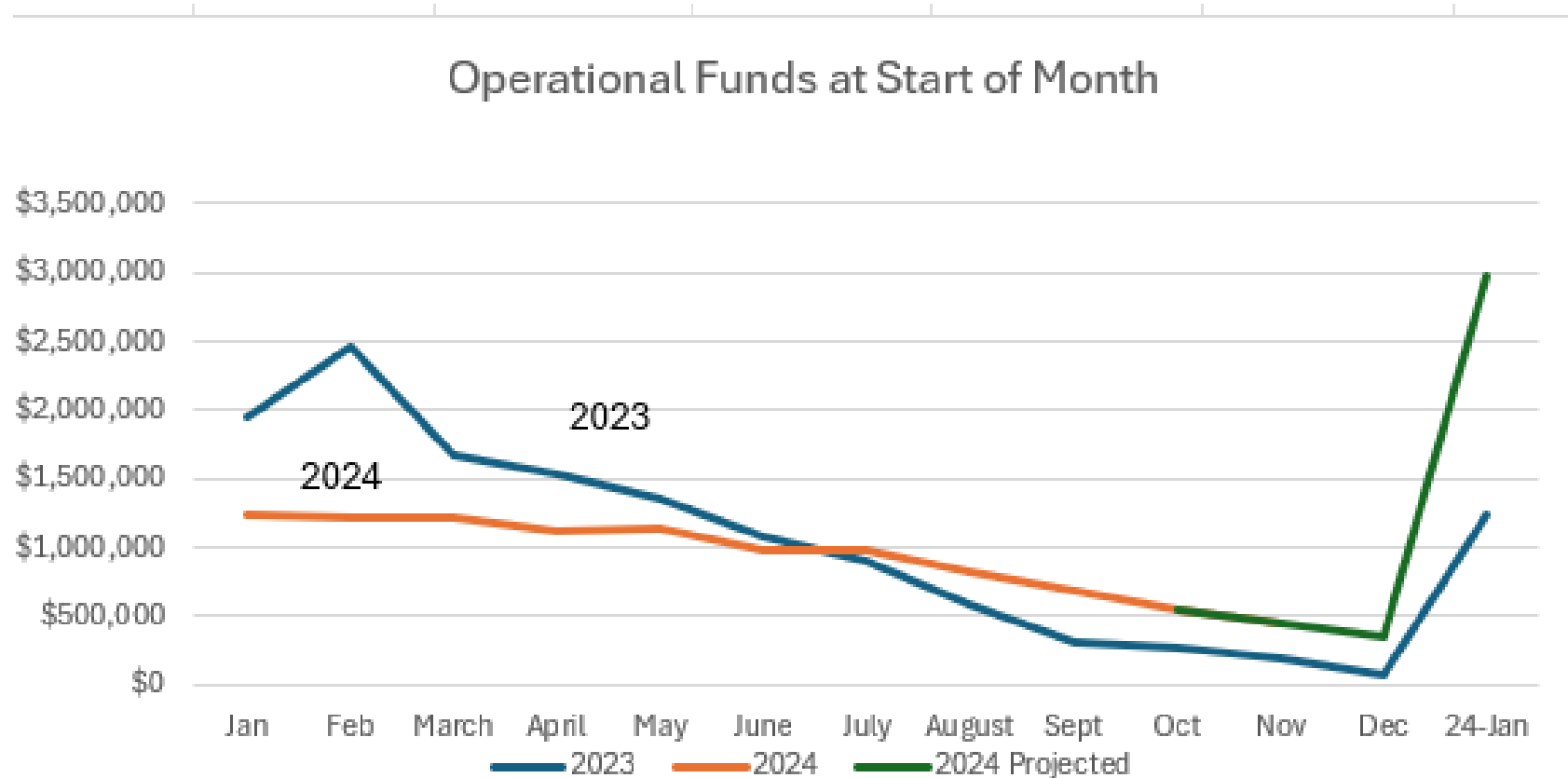


As of 31 Oct 2024				
Operations			IMPACT	
Checking (Zions Bank)	\$116,622.85		Checking (Zions	\$0.00
Checking (Chartway)	\$1,592.11		PTIF	\$1,118,298.48
Savings (Chartway)	\$5.00			
PTIF	\$321,583.52			
TOTAL	\$439,803.48			\$1,118,298.48
TOTAL	\$1,558,101.96			

GM Updates
 Finances – Fund Balances

GM Updates

Finances – Operational Monthly Totals

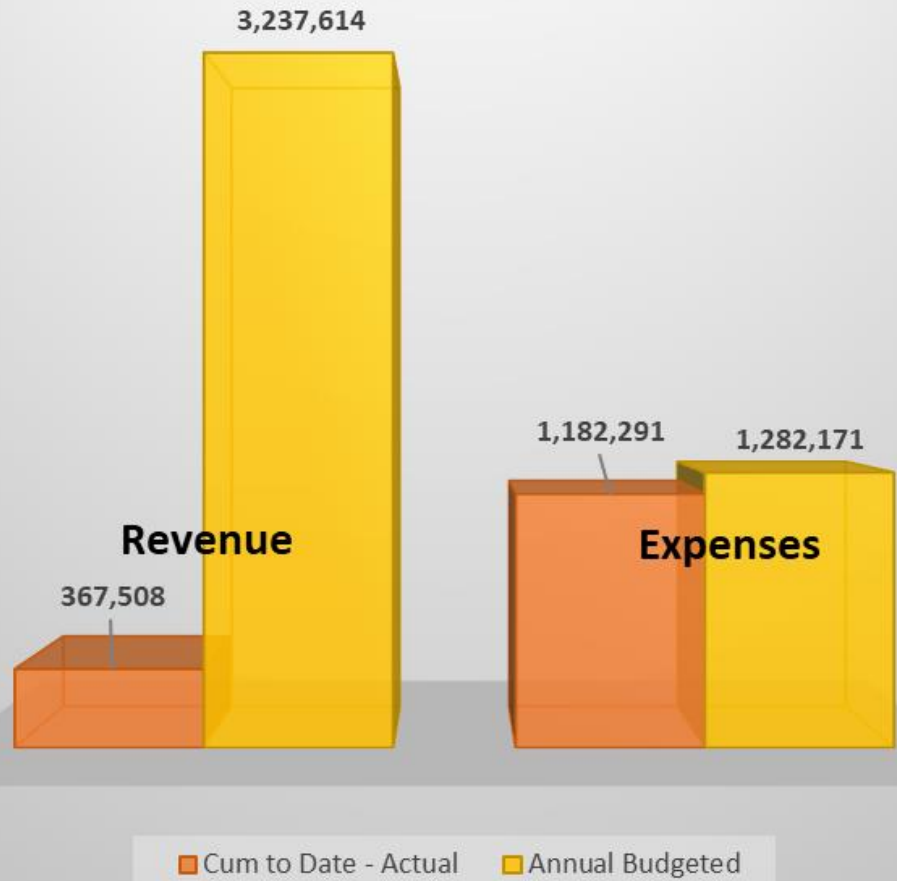


SUMMARY

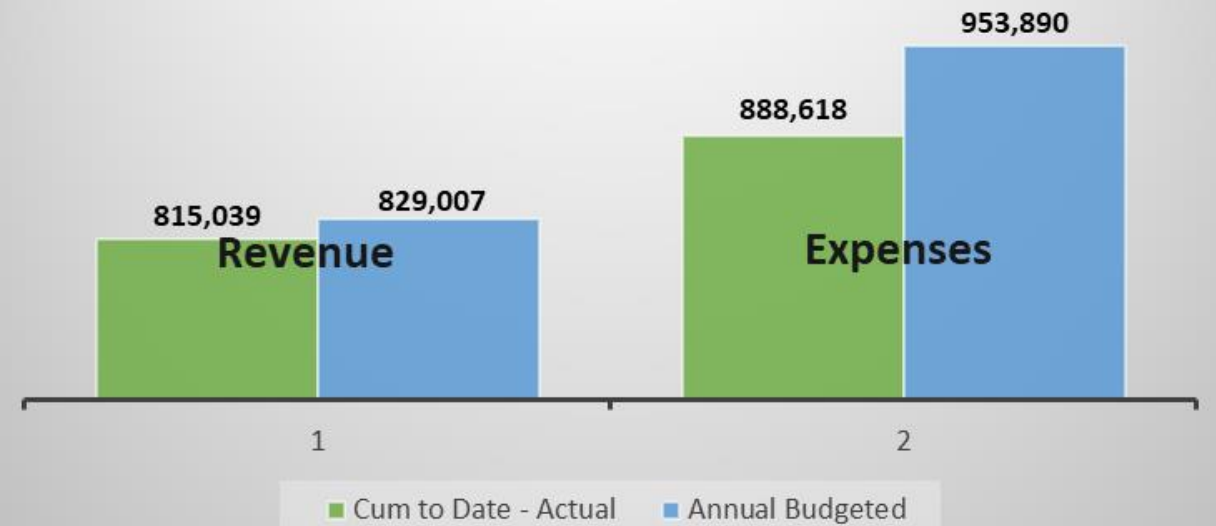
	2024 YTD	2023	2022	2021	2020	2024
Total Revenue	\$912,334	\$661,094	\$749,416	\$834,796	\$774,430	\$961,671
Less Taxes	\$858,176	\$646,886	\$732,252	\$834,839	\$774,430	\$905,492
Less Non-Revenue Payments	\$40,420	\$58,240	\$71,855	\$54,949	\$53,760	\$37,167
Net Revenue	\$817,756	\$588,646	\$660,397	\$779,891	\$720,670	\$868,325

GM Updates
Golf Course – As of 31 Oct 2024

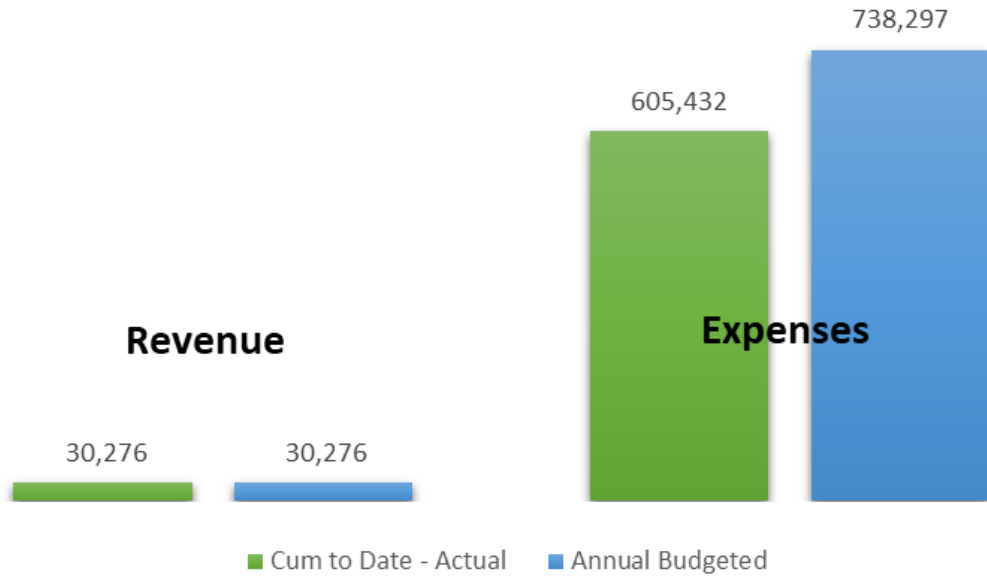
2024 ADMIN Revenue/Expenses as of 10/31/2024



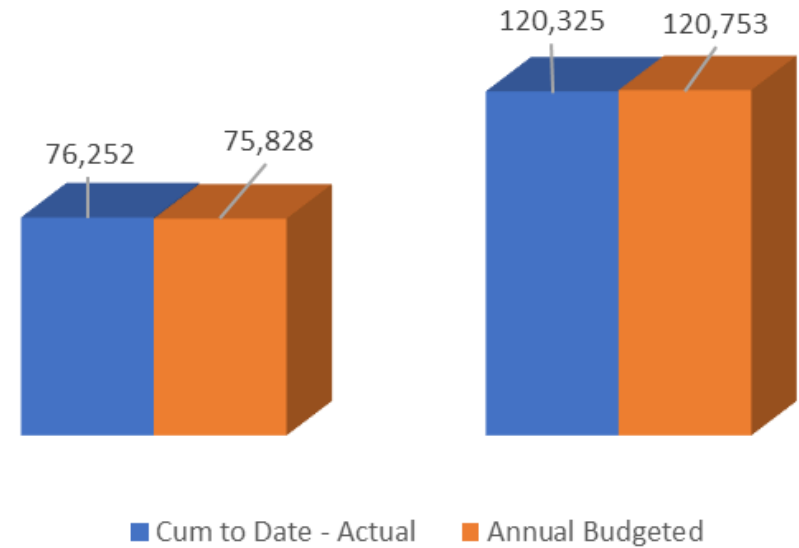
2024 Golf Revenue/Expenses as of 10/31/2024



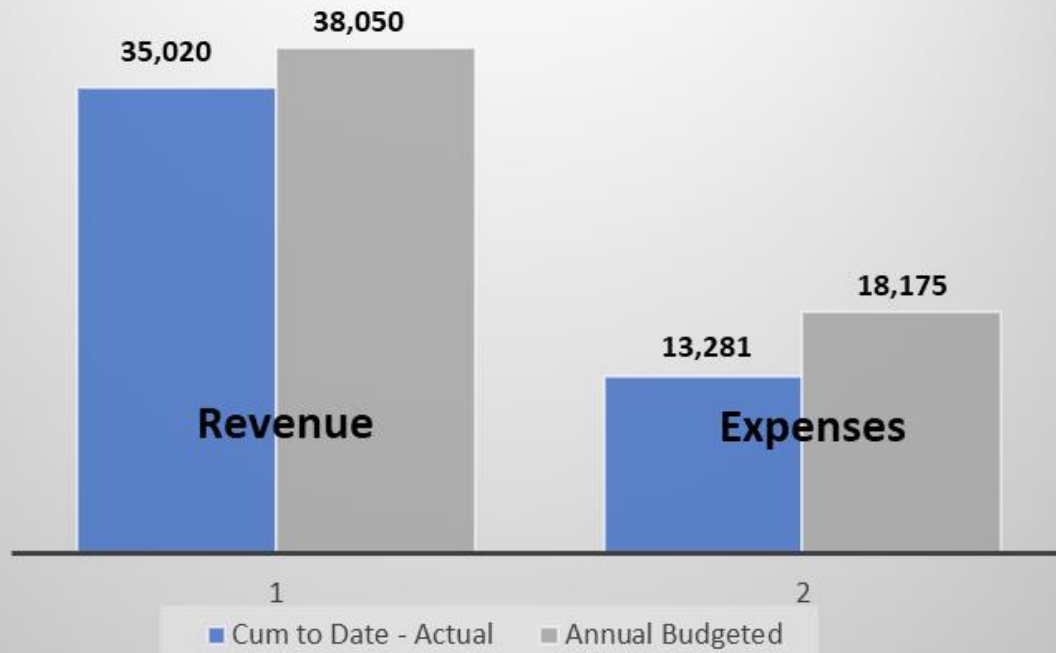
2024 Recreation Revenue/Expenses - as of 10/31/2024



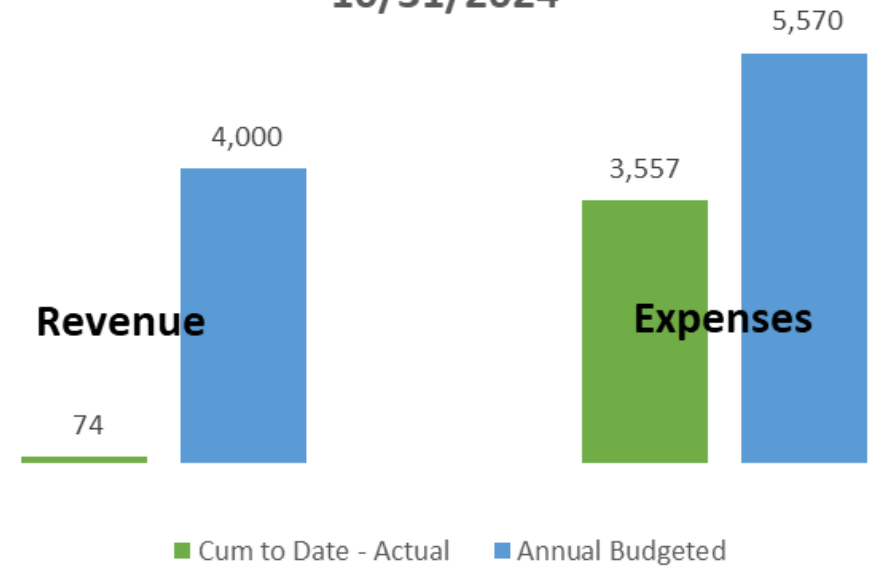
2024 Pool Revenue/Expenses - as of 10/31/2024



2024 Cemetery Revenue/Expenses as of 10/31/2024



2024 Library Revenue/Expenses as of 10/31/2024



Lake Weed Mowing Boats



Aquamarine H5-200

- Size (LxWxH): 33' 1" X 11' 7 " X 7' 6"
- Draft (loaded/unloaded): 10.5"/15.5"
- 5' 0" Cutting Width; 5' 6" Depth
- Storage Capacity: 3,000 lbs.; 200 cu. ft.
- Weight (Dry, w/out options) – 6,800 lbs.
- Equivalent to our current boat, made in Canada.
- Comes with a number of attachments
- Paddle Wheel Drive
- Cost (Basic Boat) - \$99,980.00



Aquarius Boats EH 220

- Size (LxWxH):
- Draft (loaded/unloaded):
- 5' 0" Cutting Width;
- Storage Capacity:
- Weight (Dry, w/out options) –
- Similar to the Aquamarine Boats, Smaller Version
- Comes with a number of attachments
- Paddle Wheel Drive
- Cost (Basic Boat) - \$150,000



Aquarius HM 220

- Size (LxWxH):
- Draft (loaded/unloaded):
- 5' 0" Cutting Width; 5' 6" Depth
- Storage Capacity:
- Weight (Dry, w/out options) –
- Equivalent to our current boat, made in Minnesota.
- Comes with a number of attachments
- Paddle Wheel Drive



Aquarius HM 420

- Size (LxWxH):
- Draft (loaded/unloaded):
- 5' 0" Cutting Width; 5' 6" Depth
- Storage Capacity:
- Weight (Dry, w/out options) –
- Similar to the Aquamarine Boat
- Comes with a number of attachments
- Paddle Wheel Drive
- Cost (Basic Boat) - \$205,000

Alpha Boats FX5



- Size: 31' X 12' Size
- 5' Cutting Width, 4' 6" Depth
- Storage Capacity
 - 225 Cu. Ft., 2000 lbs.
- Draft
 - 12" – Empty
 - 14" – Loaded
- Propulsion – Bi-Directional Paddle Wheels



Alpha Boats FX6

- Size 3' 8" X 8' 6" x 7' 7"
- 6' Cutting Width, 4' -6' Depth
- Storage Capacity
 - 323 Cu. Ft.
 - 6000 lbs.
- Draft
 - 11" Empty
 - 17" Loaded
- Propulsion – Bi-Directional Paddle Wheels



Alpha Boats FX7

- Size 3' 8" X 8' 6" x 7' 7"
- 6' Cutting Width, 4' -6' Depth
- Storage Capacity
 - 323 Cu. Ft.
 - 6000 lbs.
- Draft
 - 11" Empty
 - 17" Loaded
- Propulsion – Bi-Directional Paddle Wheels



Alpha Boats FX 11

- Size: 46' X 11' X 10'
- 11' Cutting Width, 6'-9' Depth
- Storage Capacity
 - 1000 Cu. Ft.
 - 15,000 lbs.
- Draft
 - 13' – Empty
 - 24' – Loaded
- Propulsion – Bi-Directional Paddle Wheels
- Cost - \$160,000



Weedo TC-3012 Turbo

- Size: 22' X 7'3" X 8'
- Smaller, more maneuverable craft
- Comes with a number of attachments like a skimmer, cutter and basket to collect material.
- No onboard collection, requires a support boat
- Auger Drive
- Would represent a new capability to get into tighter spaces
- Cost (delivered) - \$111,702



Weedo TC-3014 Turbo

- Size: 15' X 7'3" X 5'
- Similar to the TC-3012, but does not include the underwater side mower.
- Comes with a number of attachments like a skimmer, cutter and basket to collect material.
- No onboard collection, requires a support boat
- Auger Drive
- Would represent a new capability to get into tighter spaces
- Cost (delivered) - \$105,073



Weedo TC-6450 Amphibious

- Fully Amphibious
- Comes with a number of attachments like a skimmer, cutter and basket to collect material.
- No onboard collection, requires a support boat
- Auger Drive/Track on the Pontoon for Land
- Would represent a new capability to get into diverse places and would not require launching.
- Cost (delivered) - \$286,581



Weedo TC-6520

- Comparable to our current boat
- Storage capacity up to 20 Cu. Yards
- Auger Drive Propulsion
- Cost (delivered) - \$328,761



Proposal for
Land Transfer
to Agency
Area Between
Glenpoint and
Dentist Office

Proposal for Land Transfer to Agency

Area on East Side of Village at Pole Canyon



Proposed Improvements in 2024

Clubhouse and Pro Shop Fire Systems - \$10K (in 25 budget)

Replace Master Breaker in Clubhouse - \$15K (in 25 Budget)

Add Automated Door Mechanisms to Clubhouse - \$15K

Remove Tree off Pole Canyon Road - \$3.5K

Clear line behind Hole #3 - \$1,750

Board Member Reports and Requests



PUBLIC NOTICE is hereby given that the Stansbury Service Agency will hold a meeting that is open to the public on Wednesday, November 13th, 2024, at 7:00 pm at the Clubhouse, 1 Country Club Dr. Ste 1, Stansbury Park, Utah

Stansbury Service Agency Work Agenda

Date: Wednesday, November 13th, 2024

Location: 1 Country Club Drive, STE 1, Stansbury Park, UT 84074

Time: 7:00PM

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Review of Public Comments from the last meeting
5. Response to Comments from Truth in Taxation Public Hearing
6. General Manager Updates
 1. Operations
 2. Projects
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9. Motion to Adjourn

Harvester Production Rates



THEORETICAL & PRACTICAL PRODUCTIVITY PER HOUR BASED ON CUTTING SPEED OF ONE MILE PER HOUR

MODEL NUMBER	CUTTER WIDTH	THEORETICAL PRODUCTION RATE—PER HOUR	PRACTICAL PRODUCTION RATE—PER HOUR	CAPACITY
FB-120	4' (1,22 m)	.488 acres (.197 hectares)	.244 acres (.099 hectares)	1,800 lbs. (816 kg)
EH-220	5' (1,52 m)	.610 acres (.247 hectares)	.30 acres (.121 hectares)	3,200 lbs. (1451 kg)
HM-220	5' (1,52 m)	.610 acres (.247 hectares)	.30 acres (.121 hectares)	6,500 lbs. (2950 kg)
320 SERIES	6' (1,83 m)	.732 acres (.296 hectares)	.366 acres (.148 hectares)	6,500 lbs. (2950 kg)
420 SERIES	7' (2,13 m)	.850 acres (.344 hectares)	.425 acres (.172 hectares)	10,000 lbs. (4535 kg)
620 SERIES	9' (2,74 m)	1.09 acres (.441 hectares)	.545 acres (.221 hectares)	14,000 lbs. (6350 kg)
820 SERIES	10' (3,05 m)	1.21 acres (.490 hectares)	.61 acres (.247 hectares)	15,000 lbs. (6800 kg)
1020 SERIES	11' (3,35 m)			16,000 lbs. (7257 kg)

The policy of our company is one of continual improvement and we reserve the right to change specifications without notice.

NOTES:

1. Above practical cutting speeds are based on traveling and unloading time equaling the cutting time. Distance to unloading site may increase or decrease the practical times.
2. Weather conditions can either hamper or aid cutting times.
3. Operator skill and planning can increase practical times by up to 50 percent.
4. The use of a Transport Barge can increase Harvester cutting times by up to 75 percent.
5. Shoreline cutting (traversing back and forth along the water's edge) will reduce practical cutting times.



Alpha Boats Unlimited

div. of Barber Welding, Inc.

2517 State Rt 31 • P.O. Box 690 • Weedsport, NY 13166

Toll Free 1-877-627-3084 • Phone (315) 834-6645 ext 140 • Fax (315) 834-6045

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- Trash & Debris Skimmers ● Aquatic Harvesters ● Crane Boats ● Dredges ● Oil Skimmers ●

Aquatic Plant Harvester Model FX-6

	<i>IMPERIAL SYSTEM</i>	<i>METRIC SYSTEM</i>
<i>DIMENSIONS</i>		
Shipping (L x W x H)	38'-4" x 8'-6" x 7'-7"	11,68 x 2,60 x 2,31 M
Operating (L x W x H)	38'-4" x 13'-8" x 10'-1"	11,68 x 4,17 x 3,07 M
Shipping Weight	10,400 Lb.	4717 KG
Hull Dimensions	25'-2" x 8'-6" x 2'-4"	7,67 x 2,60 x 0,71 M
<i>DRAFT</i>		
Empty (Unlading/Laden)	11"/17"	27,9/ 43,1 CM
No. of Compartments	(5) Total	
Operators Platform	Open, "High" Version w/Tilt-Down Mechanism for Low Bridges & Road Transport (7' 1" / 2,16 M)	
<i>CUTTING CAPACITY</i>		
Width	6'-0"	1,83 M
Depth	6'-0"	1,83 M
<i>STORAGE CAPACITY</i>		
Weight	6,000 Lb.	2722 KG
Volume	323 Cu. Ft. Drop off height using #2 and #3 conveyor dimensions	9,15 M ³
<i>POWER PLANT</i>		
Type	Diesel Engine, Air Cooled (Liquid Cooled Available)	
Power Output (Net, Cont.)	38 HP @ 2800 RPM	28.5 kW @ 2400 RPM
Fuel Capacity	18 US Gallons	68.14 Liters
Electric System	12 Volt DC Circuit, Includes Electric Engine Start & Monitoring Gauge Package	
<i>HYDRAULIC SYSTEM</i>		
Pump	(1) Variable Displacement Piston Unit	
Controls	Directly Controlled, Variable Volume Valve Bank	
Hydraulic Tank Capacity	36 US Gallons	136.2 Liters
Filtration	10 Micron Return Filter	
<i>PROPULSION</i>		
Type	(2) Bi-directional Paddle Wheels	
Drive Unit	(2) Variable Speed, Independently Controlled Hydraulic Motor with heavy duty gear box, Paddle Wheel attached with 9 lug nuts	
Paddle Wheel Size	30" Wide x 57 3/8" Dia.	76,2 CM Wide x 144.8 CM Dia
Deployment	Hydraulic Power Tilt System for "Up" Transport Position & "Down" Operating Position	

All dimensions & weights are net, not including options. Specifications subject to change without notice. 032709



SPECIFICATIONS
Model FX-5
Aquatic Plant Harvester

	<i>IMPERIAL SYSTEM</i>	<i>METRIC SYSTEM</i>
<i>DIMENSIONS</i>		
Shipping (L x W x H)	30' 11" x 8' 0" x 6' 6"	9.42 x 2.44 x 2 M
Operating in water (L x W x H)	30' 11" x 12' 3" x 5' 6"	9.42 x 3.73 x 1.7 M
Shipping Weight	6,050 lbs	2744 KG
Hull Dimensions	20' 0" x 8' 0" x 1' 10"	6.30 x 2.44 x .56 M
<i>DRAFT</i>		
Empty (Unladen/Laden)	12 inch / 16 inch	30 cm / 41 cm
No. of Compartments	(8) Total	
Operators Platform	Deck Mounted Side Control Station	
<i>CUTTING CAPACITY</i>		
Width	5 - 0"	1.5 M
Depth	4' - 6"	1.4 M
<i>STORAGE CAPACITY</i>		
Weight	2,000 lbs	907 KG
Volume (Drop off height, front width of intake conveyor, top length of storage conveyor belt and rear belt)	225 Cubic Foot	6.3 Cubic Meter
<i>POWER PLANT</i>		
Type	Diesel Engine, Liquid Cooled (Gasoline Engine - Optional)	
Power Output	24 HP	18 KW
Fuel Capacity	12 US Gallons	45 liters
Control Panel Electric System	Instrumentation Warning Panel with Hour Meter 12 Volt DC Circuit, Includes Electric Engine Start	
<i>HYDRAULIC SYSTEM</i>		
Pump	(1) Variable Displacement Piston Unit	
Controls	Manually Operated Load Sensed Directional Valves	
Hydraulic Reservoir Capacity	24 US Gallons	90 liter
Filtration	10 Micron Return Filter	
<i>PROPULSION</i>		
Type	(2) Bi-directional Paddle Wheels	
Drive Unit	(2) Variable Speed, Independently Controlled Hydraulic Motors	
Paddle Wheel Size	42" Dia. X 22" Wide	1.1 M x .56 M
Deployment	Manual tilt up and own with paddles wheels on.	

All dimensions, weights and storage are net, not including options. Specifications are subject to change without notice. 103113slw

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 Phone (315) 834-6645 • Fax (315) 834-6045
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Aquatic Plant Harvester Model FXB-11

Imperial (US)

Metric

Dimensions

Shipping (L x W x H)	46'-0" x 12'-0" x 10'-0"	14,03 x 3,66 x 3,05M
Operating (L x W x H)- min	46'-0" x 19'-4" x 9'-0"	14,03 x 5,89 x 2,74M
Shipping Weight	18,000 lb.	8165 KG
Hull (Length x Beam)	28'-0" x 12'-0"	8,53 x 3,66
Draft Empty (Unladen/Laden)	13"/24"	33/61 CM
No. of Compartments	4	
Operators Platform	Open, "High" Version Full Upper Deck	

Cutting Capacity

Width	11' - 0"	3,35M
Depth	6'-9"	2,06M

Storage Capacity

Weight	15,000 lb	6805 KG
Volume	1000 Cu. Ft.	28,32 Cu. Meter

Power Plant

Location	Upper Deck	
Type	Diesel Engine, Air/Oil Cooled	
Power Output (Net, Cont)	75 hp @ 2500 RPM	56 kW @ 2500 RPM
Fuel Capacity	30 US Gallons	114 Liters

Electric System

12 Volt DC Circuit, Includes Electric Engine Start & Monitoring Gauge Package

Hydraulic System

Pumps	(2) Variable Displacement Piston Pumps	
Controls	(2) Remotely Controlled, Variable Volume Valve Banks (Load Sensed)	
Hydraulic Tank Capacity	65 US Gallons (2 Tanks)	246 Liters
Filtration	10 Micron Return Filters	

Propulsion

Type	(2) Bi-directional Paddle Wheels	
Drive Unit	(2) Variable Speed, Independently Controlled Hydraulic/Mechanical Wheel Drives	
Paddle Wheel Size	42" Wide x 60" Dia	107 CM x 152 CM
Deployment	Hydraulic Power Tilt System for "Up" Transport Position & "Down" Operating Position	

Options

All dimensions & weights are net, not including options: Specifications subject to change without notice



586 Third Line, Oakville, Ontario, CANADA, L6L 4A7

Tel: 905-825-1371

info@aquamarine.ca

www.aquamarine.ca

Fax: (905) 825-4116

H5-200 AQUATIC PLANT HARVESTER: Technical Specifications & Pricing

DIMENSIONS & WEIGHT			HARVESTING HEAD		
Operating:			Cutting Width 5'-0" 1,5 m		
Length - Overall	33'- 1"	10,08 m	Cutting Depth (max.)	5'-6"	1,7 m
Width - Wheels at Side	11'- 7"	3,53 m	Horiz. / Vert. Knives	3" (76 mm) w. reciprocating stroke	
Width - Wheels at Stern	8'- 6"	2,59 m	Belt & Cutter Drives	Hydraulic motors, direct drive	
Height - From Water	7'- 6" approx	2,13 m *	Impact Absorption Swinging pivot suspension system		
Shipping:			Conveyor Belting Standard duty galvanized steel mesh		
Length	34'-1"	10,38 m	Variable Speed		
Width	7'-6"	2,29 m	STORAGE & UNLOADING SYSTEM		
Height (Intl)	7'-9"	2,36 m	Type Dual conveyors with articulating off-loading section		
(Fits into a 40 ft. container)			Conveyor Bed Width 3'-7" 1,1 m		
Height Overall on dry land	8'- 9"	2,67 m	Conveyor Overhang 6'-0" 1,8 m		
Weight Dry without options	6,800 lbs.	3091 kg	Unloading Height (above deck) 4'-0" 1,2 m		
CARRYING CAPACITY			Unloading Time (avg.) 60 seconds (load dependent)		
Maximum Volume	200 cu ft.	5,7 m3	Conveyor Belting Type Standard duty galvanized steel mesh		
Maximum Weight	3,000 lbs.	1360 kg	Conveyor Belt Drive Hydraulic motor, direct drive		
(@ 30% Freeboard)			Conveyor Belt Frames Stainless Steel		
FLOTATION - (304 / 18-8 Stainless Steel			Tailgate Stainless Steel		
Flat Bottom Hull 14 ga - 2 mm)			LED Work Lights - 1 Forward One to Stern, 2 Strips under Bridge		
Height	(23"/17.5")	(58 cm/44 cm)	PROPULSION		
Length	19'- 0"	5,8 m	Type Stainless Steel Twin Paddle Wheels		
Width	7'- 6"	2,3 m	Machine Controls Proportional Electronic Controls		
Two Bolt on SS Pontoons	Optional		Diameter x Width 4'-2" x 1'-9" 1,27 x 0.53 m		
Compartments	Five Air & watertight		Paddle Wheel Drives Hydraulic motors		
Draft (average):			Paddle Wheel Speed Variable		
- Light	10.5"	27 cm	Paddle Wheel Deployment Side propulsion or swing-a-round		
- Loaded	15.5"	39 cm	Stern propulsion		
Hull Bottom Protection	2 UHMW		GENERAL		
(add 3 1/2"/9 cm to draft)	Skids		Fasteners Stainless Steel & high strength alloy steel, as required		
POWER SYSTEM & CONTROL BRIDGE			Safety Railing On Control Bridge		
Engine Type	Kubota D1305-4KEA - 2100 rpm		Conveyor Belting Supports UHMW PE wear strips on running Surfaces		
Cooling	Liquid Cooled		Anti-Corrosion System Unpainted Stainless steel hull throughout, high visibility safety orange industrial epoxy/polyester powder coating on carbon steel super structure		
Power Output (total)	24.8 HP (18.24 kW) @ max rpm		Electrical System 12 Volt DC (Battery not included)		
Hydraulic Pump	load sensing piston pump		Fire Extinguisher Bracket		
SS Hydraulic Oil Tank	22 US gal	85 liter	2 - 12V Power Outlets		
Diesel Fuel Tank	13 US gal	49 liter	Navigation Lights & Horn Marine Standards		
System EPA approved					
Operator's Seat	Adjustable, White				
Control Panel	Engine monitoring system (Diesel)				
Hydraulic Control	PVG 32 valve bank				
Hydraulic Fittings	O Ring Face Seal & O Ring Boss (Leak Proof)				

Due to Aquamarine's ongoing efforts to improve its products, specifications are subject to change without notice.

H5-200 USD 99,980.00



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Tel: 905-825-1371 info@aquamarine.ca www.aquamarine.ca Fax: (905) 825-4116

H5-200 AQUATIC PLANT HARVESTER: Technical Specifications & Pricing

Available Options:

Table with 2 columns: Option Description and Price (USD). Options include Water Wash Down Pump System, Standard Duty Stainless Steel Belting, Custom Colour, Lockable Storage Chest, Powered Paddle Wheel Positioning, Stainless Steel Extended Bolt on Cleats, Spare Parts Package, Stainless Steel Trash Collecting Skimming Head, Two Bolt on Stainless Steel Stabilizing pontoons, and Standard Duty Stainless Steel Belting - Skimming Head Only.

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H5-200 AQUATIC PLANT HARVESTER: Technical Specifications & Pricing

Available Options:

Central Lubrication System Multi-point greasing – 6 running bearings from Manifolds Supplied without grease	USD 980.00
Nets – Industrial Grade - Bottom Opening with Cow Bell release - each - Long Axis Opening with Rope Zipper - each	USD 1,180.00 USD 1,180.00
Float Line for Nets – 13’ (4m) Long Rope – 10 Floats, includes clasps - each	USD380.00
Net Frame Stainless Steel Frame to Support Net at Harvester Rear	USD 480.00
316 Stainless Steel Barge Skins – Replaces 304 Stainless Steel Barge Skins	USD3,980.00
Full Solid UHMW PE floor under top belting of front and rear conveyor Replaces Strips of UHMW PE (Helpful for collecting Duckweed and Trash)	USD 3,180.00
Full Solid UHMW PE floor under top belting of 84”/2.1m of Harvesting Head Replaces Strips of UHMW PE (Helpful for collecting Duckweed and Trash)	USD 780.00
Rear Conveyor Interlocks - Pair Allows Harvester to hook up to Shore Conveyor and or Trailer Conveyor	USD 380.00

Notes:

Please note that for sea container shipping our pricing does not include crane loading into container, but crane loading assistance is available upon customer request free of charge. Your shipping supplier will need to include the “blocking, bracing, and packaging” of your machine in the container and the materials required to do so.

Any equipment order picked up at Aquamarine as customer arranged freight is subject to a USD 1,250.00 charge.

Due to shipping regulations all equipment is sold and shipped without any fluids or batteries.

Customer to provide and use shipping tie downs whenever moving Harvesters on a trailer. Do not use winch to secure load.

Harvester Head and Rear Conveyor are cantilevered loads that must be secured down to a hard stop and not permitted to move during shipping.

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TC-14K-2 TRAILER CONVEYOR: Technical Specifications & Pricing

DIMENSIONS & WEIGHT:

Length Overall	36'-0"	11,00 m
Width Overall	8'-0"	2,44 m
Deck Height	30"	0,76 m
Hitch Type	Holland Lunette eye	2 5/8" 67 mm dia.
Hitch Height	28"	0,71 m
Tongue Weight – Loaded	1,250 to 1,350lbs.	568 to 614 kg
Weight w/o Options	5,000 lbs.	2,273 kg
Carrying Capacity	10,000 lbs.	4,540 kg
GVWR – Max	14,000 lbs.	6,350 kg
Suspension / Axles	(4) Leaf springs, tandem (double) axle set	
Gross Axle Capacity	7,000 lbs/each x 2	3,175 kg / each x 2
Spindle Lubrication	"EZ" Lube / "Bearing Buddies"	
Wheels / Tires	4 @ 3,500 lbs. / 1,587 kg	
Brake Light Set	12-Volt D.C.	

CONVEYOR: with Stainless Steel Frame

Length	20'	6,1 m
Width	5'-2"	1,57 m
Capacity	9,000 lbs.	4,080 kg
Conveyor Belting	Heavy Duty galvanized flat wire mesh	
Electric Motor	One electric drive shaft motor	
Sides and Gate	SS Sides, Steel Gate, Removable, 12" / 31 cm high	

ACCESSORIES

Winch	12 Volt Electric	
Winch Pull	3,500 lbs	1,590 kg
Swivel Jacks, 2 Mechanical w Drop Legs	8,000 lbs.	3,628 kg
Safety Chains with Safety Clasp Hooks	2 HD @ 36" long	91 cm long
Electric Connector	6-prong round, standard	
Breakaway Electric Control	Standard kit with charger, included	
Trailer Lighting	Conforms to DOT Code. Suitable for water launch	
Base Coat – Epoxy Primer	Top Coat – Urethane – Black.	

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TC-14K-2 TRAILER CONVEYOR: Technical Specifications & Pricing

Tires – 4 – ST235R16 LRE on 8 bolt 16” white spoke steel wheels.

Holland Tow Ring for Pintle Hook with 5 adjustable height positions bolted to a face plate with 4 grade 8 bolts 5/8” with hard Washers and Stover grade 8 lock nuts.

L.E.D. Sealed marker and tail lights wired to DOT specifications to one terminal block at front of trailer. The rear lights mounted in Recessed, vibration resistant housings in a portable light bar. Separate power cord provided to plug light bar into trailer. No outside exposed connections. All connections are crimped, soldered, heat shrink sealed and loomed into corrugated, spiral tubing.

Trailer is designed and built to DOT rules and regulations and is Ministry of Transportation of Ontario (MTO) certified. Customer to verify trailer is suitable for and meets local use requirements.

TC-14K-2 USD 39,980.00

Options:

Spare Tire, Rim and mounting bracket	USD 690.00
Heavy Duty Stainless Steel Belting – Replaces Heavy Duty Galvanized belting	USD 2,980.00

NOTES:

The TC-14K-2 Trailer Conveyor is designated for use with Harvester H6 Models H5 Models, AQS-200 Skimmer Boat, and TBO-4K-II Aquatic Transporter.
Please note that for sea container shipping our pricing does not include crane loading into container, but crane loading assistance is available upon customer request free of charge.
Your shipping supplier will need to include the “blocking, bracing, and packaging” of your machine in the container and the materials required to do so.
Due to shipping regulations all equipment is sold and shipped without any fluids or batteries.
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ESTIMATE

Customer: Stansbury Park Golf Course
Point of Contact: Ingrid – accounts@stansburypark.org – 360.901.8400

Project Location: 1 Country Club Dr, Stansbury Park, UT 84074
Project Name: 400' – 18" Storm Drain

Pricing:

Mobilization		Amount	
Cleaning Crew		\$250.00	
Video Crew		\$250.00	
Cleaning	Size	Quantity	Amount
	18"	400'	\$750.00
Video			
	18"	400'	\$500.00
Estimated Total		\$1,750.00	

Company Information and Contacts

Insituform Technologies
DBA: Twin D
3120 North 675 East
Layton, Utah 84041

Office Phone: 801-771-3038

Primary Contact: Steph Brown- Project Coordinator
Cell Phone: 435-720-1579
Email: stefbrown@azuria.com

Secondary Contact: Nate Denny - COO
Phone: 801-726-0825
Email: ndenny@azuria.com

Licensing: A Utah state contractor's license is not required to provide a "service" as this, but for repairs:
Utah Contractors license is: 6981198-5501
Our Layton City license is: 873

PROJECT SPECIFICATIONS

The specifications outlined below shall serve as general guidance for projects by and between Twin D Inc, hereinafter referred to as TD, and the CUSTOMER. All or part of said specifications shall apply to every agreement and project based upon the scope of work requested or required. The CUSTOMER shall defend, indemnify, and hold harmless TD, its subcontractors, agents, and employees for all liability, other than that caused by negligent acts, errors, or omissions of TD or its subcontractors, agents, employees, or affiliates.

Specifications:



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- **Traffic Control:** TD shall perform all work along city, county, and state highways in a manner that conforms to federal, state, and local regulations and safety practices. TD shall provide basic traffic control required on roads that are two lanes and smaller or with speed limits of 30 miles per hour or less. The CUSTOMER shall provide all traffic control required beyond the scope outlined above, including, but not limited to traffic control flagging, permits and/or warning signs as required on roads greater than two lanes, with speed limits greater than 30 miles per hour and state and federal highways, or be billed additional for it to be provided by TD or a third party.
- **Jobsite Access:** The CUSTOMER shall be responsible for ensuring there is a clear area to the job location which is of sufficient size to accommodate the required personnel and equipment. The CUSTOMER shall clear, expose, and mark all lids, covers or openings for TD. If TD is required to locate/unbury any manholes or portion of the system, or wait while the CUSTOMER's crews perform the work, it shall be considered extra work and billed at a rate of \$250 per hour. TD shall not be required to access any manholes, boxes or open culverts located off-road or within wet, unstable soil conditions, if TD feels it could cause harm to the equipment. The CUSTOMER shall have the option to correct the soil condition or access to allow work within these areas, if any.
- **Minimum Rates:** If TD is called to mobilize to clean, video inspect or test a project of less than 800 feet, or 5 sections if testing, the CUSTOMER will be billed the mobilization fee + the hourly rate for that truck, with at least a 2-hour minimum, rather than the per foot price. Additionally, if TD crews arrive onsite and the manholes/boxes, pipe, jobsite, etc. are not accessible or if TD cannot perform the work because the project is not ready, the CUSTOMER will be billed the mobilization fee + the 2-hour minimum hourly rate for any trucks deployed.
- **Extra Time:** Any "standby" time will be billed at the truck standard hourly rate (referenced below). Examples of extra time or standby time include, but are not limited to, waiting for the CUSTOMER contact to arrive onsite or to provide instructions/information, waiting for the CUSTOMER to unbury manholes or build roads, waiting for access to manholes/jobsite, waiting for access to dump site or water hydrant, TD crews having to map out lines or project, investigate lines/manholes, unburying manholes, video inspection crew having difficulty getting the camera down dirty pipe that was not cleaned prior or waiting for water to be pumped out of a pipe.
- **Pipe Condition:** The CUSTOMER shall be responsible for the condition of the pipe, unless damaged by TD. The CUSTOMER shall be responsible for all damage to TD equipment caused by defective pipes. In the event that the TD equipment becomes lodged in a line due to the condition of the pipe, the CUSTOMER shall be responsible for all excavation costs necessary to retrieve the equipment or pay equipment replacement costs. If TD is required to wait while the CUSTOMER's crews excavate and remove TD equipment, it shall be considered extra work and billed at a rate of \$250 per hour. TD reserves the right to refuse the use or introduction of the equipment in any environment where caustic, acidic, or other hazardous chemicals have been flushed, if any.
- **Water For Cleaning:** The CUSTOMER shall be responsible for providing all water necessary for the pipe cleaning, potholing or hydro-excavating at no cost to Twin D. This shall be provided through culinary hydrant access within ½ mile of the project. The CUSTOMER shall be responsible for obtaining hydrant access permission and temporary hydrant meters from the water system owner. If TD is required to get water further than ½ mile from the project or make arrangements for a water source, the CUSTOMER will be billed water hauling time at the hourly rate and additional water costs. If TD is required to arrange to get a water meter from the city or water district all rental fees are to be paid by the CUSTOMER.
- **Dump Site:** The CUSTOMER shall provide a dump site within ½ mile of the project for all debris removed during cleaning, potholing or hydro-excavating. If a dump site is further than ½ mile, the CUSTOMER will be billed travel time at the hourly rate. The CUSTOMER shall be responsible for obtaining permission from the dump site owner. All costs associated with disposal of debris shall be paid by the CUSTOMER. Disposal shall be in accordance with all applicable federal, state, and local regulations, if any. If TD is required to arrange for and provide a dump site, additional dump fees of, at least, \$400.00 per dump + potential hauling time to the offsite dump location, will be charged.
- **Root Removal:** During the video inspection portion, if roots are found in the line and it is requested that they be removed, TD will evaluate the video to ensure it is safe to run a cutter through the section. No root cutting will be done without first video inspecting the pipe segment to assure it can be done safely for the crew and equipment. All "on road" root cutting will be billed by the hour at a rate of \$250.00 per hour, with a 2-hour minimum. All "Easement line" root cutting that requires additional manpower, will be billed at a rate of \$300.00 per hour, with a 2-hour minimum.
- **Project Map:** The CUSTOMER shall provide an accurate map of the project (preferably in electronic form), showing all manholes, catch basins, pipes and required numbering. If TD must build a map, this will be considered extra work and will be billed at \$250 per hour.
- **Four Pass Rule:** TD will make a maximum of four passes through a pipe with the cleaning equipment for the per/foot pricing. If the section is still found to be dirty, it will be considered "an extreme condition" and the operator will continue cleaning until it is free of debris but will track the extra cleaning time. All "extreme condition" cleaning time will be billed as extra time, at a rate of \$ 250 per hour. (Applies to per foot pricing only)



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- **Reverse Run Rule:** TD will set up at one end of the pipe segment and attempt to travel the length of the section with the camera. If an obstruction prohibits inspection of the entire section, TD will then set up on the other end of the section to continue the inspection with the hope of coming to the same stopping point with the obstruction. If it is still not possible to complete the section, and the problem is beyond TD control, the CUSTOMER will then be billed for the entire section. (Applies to per foot pricing only)
- **CCTV Existing "Uncleaned or Dirty" Pipe:** TD shall only guarantee video quality for lines cleaned by TD Crews. If TD is contracted to CCTV Existing pipe that is not cleaned prior to CCTV, TD makes no guarantee of getting completely through the line. If the pipe is to be cleaned by the CUSTOMER prior to TD crews, this shall be completed within 14 days prior to TD arrival. All lines televised, but not cleaned by Twin "D" Inc crews shall be classified as "uncleaned".
- **Robotic Cutting:** A Schwalm Robotic cutter is used for trimming protruding laterals, reinstating laterals for lining projects and for grinding mineral or blemishes in the pipe. If the crew arrives onsite and attempts to travel the pipe to the point of cutting but is unable to do so because of dirty pipe or other obstructions, the CUSTOMER will be billed the mobilization fee + the hourly rate for that truck, with at least a 2.5-hour minimum.
- **Hydro-excavating / Potholing:** The CUSTOMER shall Blue stake, mark and remove all hard surfaces for TD crews. This shall be completed prior to TD crews arriving onsite. The CUSTOMER shall also be required to backfill and patch all pothole areas after the measurements or work is completed. If TD is required to wait for CUSTOMER to perform any of these tasks, it shall be considered as standby time and will be billed at the hourly rate of \$255.00 per/hour.
- **Night / Weekend work:** All requests for work that take place on Saturday or Sunday as well as weekdays between 6 PM and 6 AM will be considered night work and will incur a price differential of 20%. Such requests will also require a 7 day prior notice for scheduling.
- **Deliverable:** Upon completion of a video inspection project, TD shall deliver the videos, logs, and maps to the CUSTOMER. The video records shall be delivered via DVDs at no additional cost. A flash drive or drop box option are also available at an additional cost of \$10 per.
- **Guarantee:** TD does not warrant or otherwise guarantee collection system performance or structural condition.
- **Job Specific Requirements:** It is the responsibility of the CUSTOMER to provide TD with all job specific requirements or specifications. Typically, this would include city, state or federal regulations or requirements. TD follows generally accepted practices for all jobs, but occasionally there are some specifications outside of this that are dictated by the municipality or district requiring the work.
- **Bonds:** Because of the nature of the service work TD offers, bonding is not normally required or necessary. Because of this, bond costs are not included in all TD bids. If TD is required to secure bonding for a project, all pricing to the CUSTOMER will be increased by 5%.
- **Lateral Launching Tolerance Zone:** TD assures that the located pipeline shall be within an 18" tolerance zone of our markings. With this standard in mind, an 18" tolerance zone that is comprised of the width of the facility plus 18 in. on either side of the outside edge of the underground facility on a horizontal and vertical plane. After pipeline markings and depths have been made, excavation or boring equipment should maintain a minimum clearance of 18 inches between a mark and the unexposed underground facility and the cutting edge or point of any power-operated boring, excavating or earth moving equipment. If excavation is required within 18 inches horizontally or vertically of any marking or depth, the excavation should be performed with extreme care, utilizing hand tools or vacuum excavation techniques.
- **Estimated values for Air and Deflection Testing:** TD bills Air Testing by the section and NOT by the Lineal Foot (LF). If only lineal foot quantities are indicated, TD uses the following formulas to estimate quantities. SD pipe = 100 LF per 1 estimated section. SS or LD pipe = 250 LF per 1 estimated section. If the CUSTOMER prefers, they can provide actual per section quantities and those will be used.
- **Payment Terms: Non-credit accounts:** Customers that have not gone through the application process of establishing a credit account will be required to provide payment onsite upon the completion of the work. Payment can be provided by check or by credit card (cards include a 3.5% convenience fee). Reports, videos and/or cleaning logs will not be provided until payment is made. All new customers will be expected to provide payment on the first job (or two), after which they can go through the application process to establish a credit account.

Terms & Conditions:

By executing this Proposal, Customer shall be subject to the Insituform Technologies, LLC's Terms and Conditions ("Terms and Conditions") attached hereto. This Proposal and the Terms and Conditions form the entire agreement between the parties and shall at all times govern. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal and have no binding or enforceable



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effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

INSITUFORM TECHNOLOGIES, LLC TERMS AND CONDITIONS

APPLICABLE TERMS. These terms and conditions ("Terms and Conditions") govern the provision of Goods and Services by Insituform Technologies, LLC ("Insituform") to Customer as detailed in Insituform's Proposal ("Proposal"). All terms and conditions contained in any other oral or written communication, including Customer's request for proposal(s), request for quote(s), call out form(s) or purchase order(s) which are different from or in addition to the terms and conditions herein are hereby rejected and will not be binding on Insituform, whether they would materially alter this document. All prior proposals, negotiations, and representations, if any, are merged herein. Notwithstanding the foregoing, Insituform and Customer may enter into a subcontract for the work set forth in the Proposal and to the extent there is a conflict between these terms and conditions and any such subcontract, these terms and conditions shall prevail.

PAYMENT TERMS. Customer agrees to pay for the Goods and Services in full, without exception or retention, within forty-five (45) days from the date of invoice unless otherwise stated on the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the job site. If Customer fails to make any payment to Insituform when due, Customer's entire account(s) with Insituform will become immediately due and payable without notice or demand. Customer will be charged 1 1/4 % interest per month, compounded monthly, or the maximum rate of interest allowed by law, whichever is less, on all amounts not received by the due date until fully paid, including any interest due. Insituform reserves the right to change its payment terms in its sole discretion based on its concern about Customer's ability to pay or perform any obligation owed to Insituform. Insituform reserves the right to suspend performance pending its receipt of adequate assurance of past due payment in a manner acceptable to Insituform in its sole discretion. Should Insituform incur costs or expenses to collect monies due hereunder from Customer, Customer shall pay to Insituform, in addition to all other sums due, attorneys' fees, consultants' costs, and other expenses and costs, including litigation expenses, arbitration expenses, and arbitrator compensation in connection therewith. Quantities in the Proposal are estimated. Unit prices apply for invoice and payment.

LABOR RATES. Unless expressly stated otherwise in the Proposal, the price set forth in the Proposal is based on Insituform's wage rates as currently in effect. If Insituform is required to pay prevailing wages to its employees providing the services, any additional payroll expense incurred by Insituform will be added to the price set forth in the Proposal.

SCHEDULE. The schedule for the performance of the Services will be mutually agreed upon with the objective of coordinating such schedule, to the extent practicable, with Customer's schedule. If the Proposal sets forth specific periods of time for rendering Services, or specific dates by which Services are to be completed, and such periods of time or extended or delayed through no fault of Insituform, Insituform's compensation and schedule shall be equitably adjusted. Any restrictions to Insituform's normal work hours required by local, state, or federal law or authorities shall result in an equitable adjustment of schedule and compensation. Any deadline shall be extended for a reasonable amount of time (as determined in Insituform's sole discretion) due to any of the following events or the effects thereof: (a) change orders, (b) force majeure, (c) late delivery of drawings, data, equipment, materials or other items to be furnished in connection with Insituform's obligations by Customer or its other subcontractors or suppliers, (d) excessive inspection by or on behalf of Customer, (e) other interference with Insituform's obligations by Customer or its agents, contractors or subcontractors, (f) inaccessible site of work, (g) transportation delays, or (h) any other circumstances beyond Insituform's reasonable control, whether similar or dissimilar to the foregoing. If Insituform is delayed on site for reasons beyond its reasonable control, Insituform will invoice Customer for standby time at a rate of \$1,200.00 per hour. In no event shall Insituform be subject to liquidated or other damages arising from or related to an extension of time due to any of the foregoing events.

CHANGED CONDITIONS. If conditions are encountered at the job site which are (a) materially changed from the time of the Proposal, (b) subsurface or otherwise concealed physical conditions which differ materially from the information on which the Proposal is based, or (c) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the schedule and compensation shall be equitably adjusted to address the conditions.

INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD INSITUFORM AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS (INCLUDING THIRD PARTY CLAIMS), LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, SUITS, LIABILITY FOR DAMAGES TO PROPERTY INCLUDING LOSS OF USE THEREOF, INJURIES TO PERSONS, INCLUDING DEATH, AND FROM ANY OTHER CLAIMS, SUITS, OR LIABILITY THAT MAY ARISE OUT OF, RESULT FROM, OR RELATE IN ANY WAY TO CUSTOMER'S NEGLIGENT OR WILLFUL ACT OR OMISSION. CUSTOMER'S OBLIGATION EXTENDS TO THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF ITS SUPPLIERS, OFFICERS, AGENTS, EMPLOYEES, OR SERVANTS.

LIMITATION OF LIABILITY. IN NO EVENT SHALL INSITUFORM OR CUSTOMER BE LIABLE TO THE OTHER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY OTHER THIRD PARTY FOR ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF USE, LOSS OF BUSINESS AND BUSINESS INTERRUPTION, LOSS OF REVENUE, PROFIT, OR ANTICIPATED PROFIT, WHETHER SUCH LOSSES WERE FORESEEABLE AT THE TIME OF ENTERING THIS AGREEMENT), SPECIAL OR PUNITIVE DAMAGES OR LOSSES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM, OR RELATING IN ANY WAY TO INSITUFORM'S PROPOSAL, ANY PURCHASE ORDER, CALL OUT FORM, OR THE ACTS OR OMISSIONS OF THE PARTIES IN CONNECTION WITH SERVICES/GOODS PROVIDED BY INSITUFORM. FURTHER, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS AND CONDITIONS, ANY PROPOSAL, ANY CONTRACT, ANY CALL OUT FORM, OR ANY PURCHASE ORDER TO THE CONTRARY, ANY RECOURSE AGAINST INSITUFORM RELATED TO INSITUFORM'S SERVICES/WORK, INCLUDING BUT NOT LIMITED TO ANY INDEMNITY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO INSITUFORM UNDER THE APPLICABLE PROPOSAL OR \$10,000, WHICHEVER IS LESS.

NO WARRANTY. INSITUFORM MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, AND GOOD AND WORKMANLIKE PERFORMANCE, ARISING FROM OR IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED BY OR AT THE DIRECTION OF INSITUFORM.

INSURANCE: Upon request by the Customer, Insituform will furnish to the Customer certificates of insurance evidencing coverage with the following limits: (i) general liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate; (ii) automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and worker's compensation and employers liability insurance with minimum limits of \$1,000,000, or the statutory minimum, whichever is greater. The above insurance shall not include Primary and Non-Contributory Coverage and Insituform shall not provide a Waiver of Subrogation endorsement.

BONDS: The Customer shall promptly, upon request of Insituform, furnish to Insituform a copy of the payment bond covering payment of obligations arising under the Proposal.

ACCEPTANCE. The Proposal is valid for thirty (30) days from the date of the Proposal unless rescinded by Insituform. The acceptance period may be extended only in the sole discretion of Insituform and such extension must be expressly set forth by Insituform in writing. If Customer does not sign the Proposal, Customer's ordering of goods or services by purchase order or otherwise shall be treated as Customer's acceptance of such terms and conditions. The acceptance of Insituform's Proposal creates a binding contract regarding the applicable project at the prices quoted therein and subject to these Terms and Conditions. Insituform reserves the right to change its pricing based on any unforeseeable delay in beginning and completing its work which is not caused by Insituform.

SET-OFF AND BACKCHARGES. Customer shall not be entitled to set-off any amounts due to Customer against any amount due to Insituform from Customer. Insituform will not be responsible for any back charges unless approved in writing in advance by an authorized representative of Insituform.



Twin D
3120 N 675 E, Layton, UT 84041
801 771 3038 Twind.net

An azuria Water Solutions Company

PROPRIETARY AND CONFIDENTIAL INFORMATION. The information contained in the Proposal is proprietary to Insituform and shall be retained by the Customer in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform.

TERMINATION. The Proposal may be terminated by either Party upon seven (7) day's written notice should the other party fail to materially perform in accordance with this Agreement without liability to the party initiating such termination. However, Insituform shall be entitled to be paid in full for its work and material provided until the date of termination.

APPLICABLE LAW - ENTIRE AGREEMENT. These Terms and Conditions are to be construed according to the laws of the State of Missouri, USA, except that its laws on conflict of laws shall be disregarded in their entirety when interpreting this agreement or the performance of the parties. Any controversy or claim ("Claim") arising out of or related to these Terms and Conditions or applicable Proposal or Call Out Form, or the breach thereof, shall be settled by mediation between the parties. In the event mediation fails to produce a satisfactory resolution of the Claim within sixty (60) days, then any Claim shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be governed by the United States Arbitration Act to the exclusion of any provision of state, national or local law inconsistent therewith or which would produce a different result. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitration shall be held in St. Louis, Missouri, USA. There shall be one arbitrator who shall have no jurisdiction to award punitive damages or exemplary damages. The arbitrator shall determine the Claim(s) of the parties and render a final award in accordance with the substantive law of the State of Missouri, USA, excluding any conflicts provisions of such law, whether statutory or case law. In the event that any arbitration instituted to enforce any provision of these Terms and Conditions, the Proposal, Call Out Form and Purchase Order, and/or to remedy, prevent or obtain relief from a breach of these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including costs of arbitration, as well as court costs incurred, including those incurred in any and all appeals or petitions therefrom. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

MISCELLANEOUS. No part of these Terms and Conditions may be changed except by a written document signed by Insituform. As used in these Terms and Conditions, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any terms will be used to modify these Terms and Conditions. The headings used in these Terms and Conditions are for general ease of reference and are not part of these Terms and Conditions. If any of these terms are unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Customer may not assign these Terms and Conditions without Insituform's prior written consent. Nothing in these Terms and Conditions shall be construed to create, impose, or give rise to any duty owed to any third party. A waiver of these Terms and Conditions shall not operate as a subsequent waiver. Notwithstanding completion or termination of the applicable Proposal, Purchase Order, or Call Out Form for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in these Terms and Conditions shall survive such completion or termination and remain in full force and effect until fulfilled.

Insituform Technologies
DBA: Twin D

Signature [Handwritten: Stuart J. Denny]
Name Stuart Denny

Title: Business Development Manager

Date: November 13, 2024

Note: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified.

Customer: _____ (Print Name) On Site POC: _____

Signature _____ Title _____ Date _____

Billing Address: _____

Billing Email Address: _____

Confidentiality Note:

This communication, including any attachments, may contain confidential and/or proprietary and is intended only for the individual(s) or entity or entities to whom the communication is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you are not an intended recipient, please contact the sender by reply e-mail, and delete and destroy all copies of the original message.