

Res 59
Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources	Contract/Addendum #: 12799																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">Contract</th> <th style="width:50%;">Addendum</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align:center; font-size:small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input checked="" type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: _____																					
4. Amount of Contract or Addendum: \$1,650,000.																					
5. Purpose: Contract provides for the furnishing of labor, materials, equipment, services in connection with the construction of a turn-key NuWay 8000D with Reverse Osmosis Environmental Nutrient Management System																					
6. Vendor or Funding Source: Aqua Innovations, LLC																					
7. MUNIS Vendor Code: 25340																					
8. Bid/RFP Number: RFP #114064																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>LWLEGACY 57308</u> Amount \$ <u>1,650,000.</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: <u>Kevin Connors</u>																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<u>Mg</u> Received	_____	<u>3/21/17</u>	_____	Aqua Innovations, LLC
<u>Ch</u> Controller	_____	_____	<u>3/21/17</u>	Contact Person
<u>JW</u> Corporation Counsel	_____	<u>3-21-17</u>	<u>3-22-17</u>	Thomas Hrinowich
<u>g</u> Risk Management	_____	<u>3/22/17</u>	<u>3/22/17</u>	Phone No.
<u>Coc</u> Purchasing	_____	<u>3/23/17</u>	<u>3/23/17</u>	(847) 507-5382
_____ County Executive	_____	_____	_____	E-mail Address
				thrinowich@aquainnovationsllc.com

Footnotes:

- 1.
- 2.

Return to: Name/Title: Kevin Connors Phone: 608-224-3731 E-mail Address: connors@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5210 Fen Oak Drive, #208 Madison, WI 53718
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 3/21/2016

Signed: 

Telephone Number 608-224-3731

Print Name: Kevin Conzoni

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 3-21-17

Signature: 

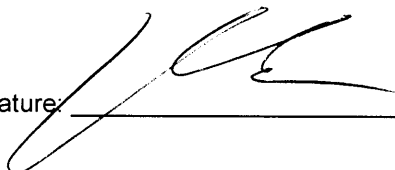
2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 3/21/17

Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**NuWay 8000D™ Environmental Nutrient
Management System and Building
Construction Contract**

For

Dane County

1. PREAMBLE

This contract is prepared by and between the:

BUYER: Dane County, a body public organized and existing under the laws of the State of Wisconsin, (hereinafter "Buyer").

SELLER: Aqua Innovations, LLC, a Wisconsin Limited Liability Company, (hereinafter the "Seller").

Pursuant to the terms and conditions as outlined herein, the Buyer agrees to buy and the Seller agrees to sell the equipment, fixtures and services for good and valuable consideration to be paid by the Buyer ("Agreement").

SYSTEM: This contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the System (as hereinafter defined). AQUA shall provide design, procurement, fabrication, assembly, delivery, and commissioning of a turn-key NuWay 800D with Reverse Osmosis Environmental Nutrient System (hereinafter "NuWay 8000D with RO" or "System"). The installed and commissioned system shall comply with the terms of the Springfield Clean Water LLC Discharge Permit issued by the Wisconsin Department of Natural Resources for operation of the System and the guaranty of system performance set forth in Paragraph 4. This contract also provides for Construction Management and Engineering Services (defined in Section 2.1.2) and Building and Related Infrastructure (defined in Section 2.1.3) as required to engineer, integrate and install the System at the Middleton Digester Site ("Middleton") located at 7167 Schneider Road, Middleton, WI 53562 as set forth herein.

Seller agrees to obtain and Buyer shall endeavor to facilitate daily access to Middleton as reasonably required and necessary for design, installation and service of System on an ongoing basis. Seller will suggest a written schedule for access to Middleton, with the actual schedule to be mutually agreed upon between the Seller and the Buyer. While on-site at Middleton, Seller will make all reasonable efforts to avoid disruption of normal digester operations.

2. SCOPE OF SYSTEM

2.1 *Work Included*

2.1.1 **Overview**

The design, fabrication, assembly, installation, and commissioning of the System is based on an agreed centrate containing 1.5% total suspended solids or less and centrate volume not to exceed 100,000 gallons per day ("Feed Materials"):

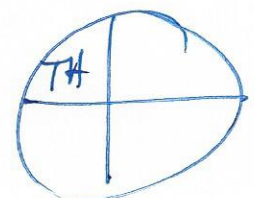
The cost for installation of any expanded system to handle manure waste volumes in excess of these assumptions will be subject to future agreement of the parties and done at additional expense to the Buyer.



2.1.2 *Description of Work*

The Seller shall be responsible for providing the various goods and services under the provisions of Exhibit A. For each of the items assigned to the Seller, the cost for providing such items will be included in the Contract Price (as hereinafter defined). In addition, the following rights and responsibilities are hereby expressly assigned to the parties:

- (a) Seller will provide the Buyer with layout drawings and required specifications for the System, the Building and related infrastructure;
- (b) Seller is responsible for all process flow diagrams and System specifications which shall conform to industry standards;
- (c) Buyer shall cooperate with Seller by providing all information within the Buyer's possession and assistance required to acquire all permits that may be required for the operation of the System consistent with the operating parameters contained in this Agreement;
- (d) During installation of the System, Seller will provide qualified and trained field representative(s) who will be responsible for (i) review and approval of the Building and related infrastructure before System installation; (ii) oversight, review and approval of the installation of the System; and (iii) commissioning of the System;
- (e) Seller shall deliver to Buyer three (3) complete copies and an electronic copy of on-site operating, maintenance, troubleshooting and clean-in-place ("CIP") procedures for the Buyer's operation of the System following commissioning;
- (f) Seller agrees to update the materials provided in subsection e. above to reflect any changes made to the procedures it has made during the Guaranty period. All materials provided under this Section 2.1.2 shall be subject to the provisions of Section 3 of this Agreement;
- (g) Delivery of one (1) complete set of process and instrumentation drawings ("P&ID") for the System as installed which drawings shall be subject to the trade secrets and intellectual property protections contained in this Agreement;
- (h) Seller shall perform the services of the general contractor and engage such third party contractors as required to construct the Building (as defined in Section 2.1.3) and Seller shall provide Construction and Management Services, including design and engineering of the material handling systems required to deliver the Feed Materials to the System and transport the outputs from the System to site storage or site discharge. Seller shall also be responsible to oversee the placement, installation and interconnection of the System and other on-site electrical and mechanical systems;



(i) Seller shall provide the following:

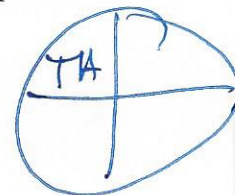
1. Preliminary drawing set and technical specifications book shall be provided and approved by Buyer's agent to allow estimates from various construction trades that will include:
 - i. Civil and Stormwater Drawings (as required);
 - ii. Structural Drawings;
 - iii. Architectural Drawings;
 - iv. Mechanical Drawings; and
 - v. Electrical Drawings.
2. The preparation of formal bid request notifications to select contractors.
3. Review and select construction bids from Section 2.1.2(i)(2).
4. The contract which the Seller shall award will contain the following contract management services :
 - a. Ensure all construction permits are in place and monitored for compliance;
 - b. Coordinate with Seller on key equipment selections;
 - c. Order equipment and track deliveries;
 - d. Conduct contracting with all necessary subcontractors;
 - e. Manage the project schedule and budget;
 - f. Report weekly to the Buyer on the progress of the Project.

2.1.3 Building and Related Infrastructure

The System will be installed and located in a building (the "Building") to be constructed by the Seller, adjacent to the existing solids building, that is accessible to the centrate tank at the Middleton site and suitable to meet the operating needs of the System according to the specifications in this Agreement.

The following are the minimum specifications that shall be maintained after construction of the Building in order to assure no additional costs shall be charged to meet the operating needs of the System after commissioning:

- (a) The Building shall be heated to a minimum of 45°F throughout operation of the System's useful life in order to avoid damage to the System equipment; and
- (b) Basic infrastructure including but not limited to fully serviceable power, access to fresh water, internet connection and any other service required to support operation of the System equipment.



2.2 *Start-Up, Commissioning and Completion*

Seller will provide trained personnel during the start-up and commissioning of the System ("Start-up Period"). During the Start-up Period, Seller's personnel will train designated personnel on the operation, maintenance, CIP, and scheduled duties for maintenance and operation of the System. The Start-up Period is anticipated not to exceed fifteen (15) days. Labor, materials and other costs for this limited timeframe are included in the Contract Price.

For the purposes of this Agreement, the System will be deemed complete on the date that the Seller submits to the Buyer a Commissioning Report prepared by an independent qualified professional engineer mutually agreed to by the parties but whose fees shall be paid by the Buyer certifying as to the following: (a) the System has been constructed substantially in accordance with the design drawings and specifications delivered to the Buyer; (b) the System has been tested at varying operating ranges with applicable CIP procedures and is ready and capable of being used for its intended purpose; and (c) the rate of production of permeate flow output from the System reaches the capabilities as outlined per as-built-drawings in Section 2.1.2 (g). Under no circumstance shall any party or third party have access to the Seller's intellectual property or trade secrets whether as part of such inspection process or not.

2.3 *Monitoring*

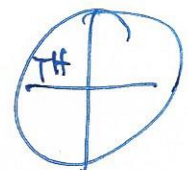
Seller has agreed, as part of this Agreement, to provide one year of monitoring services to the Buyer at no cost. Such services will be provided three (3) times per week using the remote access to the System via internet. Monitoring services provided after the one year period has been completed will be provided subject to fees under a separate agreement, if requested by Buyer. Seller will provide, if needed, monthly reports and recommendations to Buyer and Operator based on monitoring services.

3. NON-DISCLOSURE

3.1 *Definitions*

For purposes of this agreement the term shall have the following definitions:

- a. "**Confidential Information**" means information, to the extent it is a Trade Secret, which is possessed by or developed for a party and which relates to the said Party's existing or potential business, which information is not known or reasonably ascertainable by party's competitors or by the general public through lawful means. Any material which the Seller considers qualifies as a trade secret must be identified in writing to the Buyer.
- b. "**Trade Secret**" means a trade secret as that term is defined under Wis. Stat. §134.90(1)(c).



3.2 Seller Proprietary Information

Except as required by law, Buyer agrees not to disclose Confidential Information to any third parties that Seller has designated in writing as a confidential trade secret.

If Seller asserts that information constitutes a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., Buyer will not release such records pursuant to a request under the Wisconsin Public Records Law without first notifying the Seller of the request for the information and affording Seller an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records or information. The entire burden of maintaining and defending the trade secret designation shall be upon the Seller. The Seller acknowledges and agrees that if the Seller shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, Buyer shall be obligated to and will release the records.

Buyer also agrees not to provide access to the System or any of the equipment to parties whom the Seller has not approved in writing and in advance of any access, inspection or viewing. No such access, inspection or viewing will be allowed without notification and express written permission of the Seller which permission may be reasonably withheld in the event that the Seller determines in its sole discretion that the Confidential Information or Trade Secrets of the Seller may be compromised due to granting such access, inspection or viewing. The Buyer agrees not to sell, duplicate, lease, transfer or allow such conveyance of the System or the Confidential Information or Trade Secrets of the Seller to any third party without the express written consent of the Seller.

This provision shall survive the completion or termination of this Agreement.

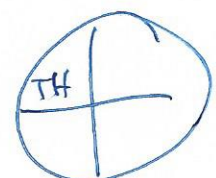
3.3 Buyer Proprietary Information

Except as required by law, Seller agrees not to disclose information to any third parties that Buyer has designated in writing as proprietary. This information includes, but is not limited to, equipment configurations and settings, feed recipes and mixes, operational parameters, trade secrets, or proprietary knowledge relating to its farm operations. This nondisclosure obligation shall not apply to (i) information in the public domain; (ii) information independently known or developed by Seller; (iii) information obtained by Seller from a third party who has a lawful right to disclose the information.

This provision shall survive the completion of this Agreement.

4. GUARANTY OF SYSTEM PERFORMANCE

Subject to the conditions set forth in Section 5 below, Seller hereby guarantees to Buyer (the "Guaranty") for a period of three (3) years from the issuance of a Commissioning Report that the System will produce a minimum volume of RO Permeate than fifty percent (50%) of the incoming volume ("Target RO Permeate Percentage") based on data from the System over a sixty (60) day period ("Test Period").



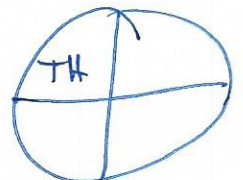
If the System produces an RO Permeate volume below the Target RO Permeate Percentage during the Test Period, Seller shall have a period of thirty (30) days ("Cure Period") to remedy the System's performance to produce a thirty (30) day average volume of RO Permeate equal to or greater than the Target RO Permeate Percentage. The date on which the Seller obtains access to the System's operating and maintenance records shall be deemed the first day of the Cure Period.

If the System fails to meet or exceed the Target RO Permeate Percentage during the Cure Period, Seller shall pay a penalty of \$100 per day until the System produces a thirty (30) day average equal to or greater than the Target RO Permeate Percentage ("Penalty Period"). Once the System has satisfied the requirements of the Penalty Period a new Test Period shall commence.

5. CONDITIONS OF GUARANTY

The guaranty provided under Section 4 of this Agreement is predicated on certain operating conditions which must be met for the proper operation of the System. If they are not met, the guaranty under Section 4 is void. The Buyer and Seller acknowledge that the operation of the System will be handled by a third party operator and such third party operator shall be subject to Section 3 of this Agreement. To that end, the parties represent that all contracts to which they are a party involving the construction, operation and maintenance of the System will contain provisions requiring the Buyer or its third party designees pursuant to any to meet the following conditions:

- All equipment must be maintained in strict accordance with Seller's specifications and instructions, and operated manually and properly solely for the processing the Feed Material in strict conformity with Instructions and Manuals provided in Section 2.1.2(e);
- A steady and constant stream of Feed Materials not to exceed the specifications in Section 2.1.1;
- Assurance of performance of all upstream process equipment;
- Complete access for the Seller to Middleton and to the System's operating data and maintenance records for any time period in which the Guaranty is determined to be triggered;
- Following commission of the System and during the Guaranty period outlined in Section 4 above, the following procedures will be used to address any original equipment manufacturer ("OEM") warranty claims: (i) Seller's repair or return from the Buyer to the OEM of the defective System equipment at no cost to the Buyer; (ii) Seller's replacement of the defective equipment with new System equipment or components (or parts re-conditioned as new) delivered and installed at no cost to the Buyer.



- Transportation and handling costs incurred by either party in returning defective System equipment or components to the Seller or in returning repaired or replacement System equipment or components to the Buyer will be the responsibility of the Seller. Buyer agrees that the Seller will act as intermediary and agent of the Buyer with any and all OEM's in handling and processing all warranty claims.
- In no event shall the Seller or its suppliers be liable for any special, indirect, incidental or consequential damages including, but not limited to loss of profit or revenues and loss of use of the product provided.; and
- Except as a result of Seller's own acts or recommendations, the Guaranty provided pursuant to Section 4 will not apply to any defect that has been solely caused by another's misuse, neglect, improper installation by persons other than the Seller or parties under Sellers direction, improper operation, improper maintenance, repair or alteration, as defined by the proper operating, maintenance, troubleshooting and CIP procedures described in Section 2.1.2(e).

6. CONTRACT PRICE

The price for the NuWay 8000D with RO and Building construction and Construction and Management Services under this Agreement is \$1,650,000.00 and excludes any applicable taxes. The NuWay Price is inclusive of shipping from Sharon, WI to Middleton.

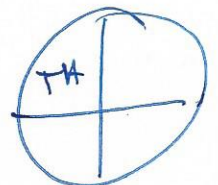
All prices are in US Dollars.

7. TERMS

7.1 *Payment and Billing*

The Contract Price shall be paid as follows:

- 15% upon execution of this Agreement;
- 50% upon issuance by the Wisconsin Department of Resources of a revised permit to GL Dairy Biogas, LLC for operation of the digester in the Town of Springfield pursuant top to the Request of Permit Modification submitted December 13, 2016, and a Discharge Permit to Springfield Clean Water LLC for operation of the System.
- 25% upon receipt of pumps, tanks, ultrafiltration filters and reverse osmosis membranes ("Major Equipment")
- 10% upon issuance of Commissioning Report.



7.2 Invoicing/Payment:

Payment terms and invoiced amounts are due within 15 days of issuance of invoices for goods and services as per the above milestones.

7.3 Lien Releases/Payment Receipt Acknowledgement

As a condition precedent to each installment payment due from the Buyer, the Seller shall provide partial lien releases and acknowledgment of payment for any goods, services, materials, or rental equipment covered by each invoice. This includes releases and acknowledgments from any subcontractors or suppliers of the Seller providing any goods, services, materials, or rental equipment covered by the invoice.

8. INSURANCE AND INDEMNIFICATION

8.1 Seller's Insurance

During the term of this Agreement, the Seller will purchase and maintain workers' compensation and employer's liability in the statutorily required amounts, commercial general liability, and commercial automobile liability in an amount not less than \$1,000,000 per occurrence combined single limit of liability for personal injury and property damage. Every policy shall contain a provision that it cannot be cancelled or materially changed without 30 days written notice of Buyer during the term of this Agreement,

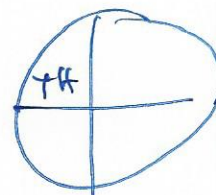
8.2 Buyer's Insurance Coverage and Access

The Buyer will require, pursuant to its lease agreements with its tenants on the Premises that the tenant will maintain insurance coverage for fire, explosion and wind damage for any and all improvements made to the Premises by the Seller.

The Buyer will also amend any existing lease agreements to assure the Seller has the appropriate access to and necessary approvals to make the additions to the Premises contemplated by this Agreement. .

8.3 Certificates of Insurance

Certificates of insurance are required under this Contract and shall be exchanged as appropriate. The Certificates of insurance shall contain a provision requiring thirty (30) days written notice prior to cancellation or material reduction of any insurance coverage. During the term of this proposal until completion of the System and delivery of the System to the Buyer, Seller (or Seller's subcontractors where applicable) will carry (i) Workmen's Compensation Insurance on all of its employees and (ii) commercial liability insurance. Seller shall provide Buyer with certificates of insurance naming Buyer as additional insureds



on such policies and shall cause any subcontractor to have insurance as above and provide certificates of insurance to buyer.

8.4 Indemnification

In addition to any other obligations under this Agreement or under statute, common law, or equity, to the fullest extent permitted by law, the Seller and any affiliates shall defend, indemnify and hold harmless the Buyer, its employees, officers, shareholders, directors, related entities, representatives and agents from and against claims, damages, losses, and expenses including but not limited to reasonable attorneys' fees, arising out of or resulting from the Seller's Scope of Work or the System as installed, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting there from but only to the extent caused in whole or in part by negligent acts or omissions of the Seller, a Subcontractor, a material supplier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

9. OTHER PROVISIONS

9.1 Initial Dispute Resolution

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions.

9.1.1 Cost of Dispute Resolution

The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by litigation shall be entitled to recover from the other party reasonable attorney's fees, expert witness fees, costs and expenses incurred by the prevailing party in connection with litigation, including any on any appeal.

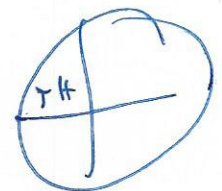
9.2 Breach of Contract

9.2.1 By the Seller

In the event the Buyer desires termination because the Seller is in breach of this Contract, the Seller shall be given written notice of the breach and have twenty (20) days after receipt of notice to cure its breach.

9.2.2 By the Buyer

In the event the Buyer is in breach of this Contract, the Buyer shall be given written notice of the breach and have twenty (20) days after receipt of notice to cure its breach.



9.3 Ownership and Use of Process and Instrumentation Drawings

All process and instrumentation drawings ("P&ID") for the System prepared by the Seller as well as any Confidential Information, Trade Secrets or other intellectual property owned by the Seller that is identified and contained therein and prepared by the Seller to complete the System are and shall remain the property of the Seller. The Buyer and any successor in interest to the System granted a perpetual, royalty free license to use the P&ID and intellectual property solely for the use and operation of the System at the Buyer's single location and not for any other purpose.

The Buyer and any successor in interest to the System shall have operation manuals and materials delivered by the Seller to operate the System and to perform maintenance on the System.

The Buyer acknowledges that the unauthorized use of the Seller's intellectual property shall result in damage to the Seller which shall be difficult or impossible to estimate and that the Seller, without waiving available remedies, shall be entitled to equitable relief in the event of a breach or other misappropriation of the Seller's property.

9.4 Applicable Law

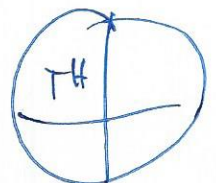
This Contract will be governed by the laws of the State of Wisconsin without reference to its choice of law rules. Jurisdiction and venue shall be in Dane County Circuit Court, State of Wisconsin.

9.5 Notices

Any notice required to be given under any provision in this Agreement shall be made to the designee, as set forth immediately below. Such notices shall be in writing and shall be deemed received either (i) at the time of actual receipt thereof if sent by personal delivery, or (ii) on the second business day following the delivery service (such as Federal Express) or (iii) on the third business day following the mailing of such notice by certified mail, return receipt requested, postage prepaid with the U.S. Postal Service and mailed within the United States. Each designee has a duty to advise the other, in writing within ten (10) calendar days, of any changes in their respective address, telephone, or fax number as listed below. Notices shall be addressed to the designee as follows:

BUYER:

Dane County Land and Water Resources Department
5201 Fen Oak Drive, Room 208
Madison, WI 53718



Phone: (608) 224-3731

Fax: (608) 224-3745

SELLER:

Aqua Innovations, LLC

210 New Factory Rd.

Sharon, WI 53585

Phone: (262) 736-4211

Fax: (262) 736-4214

9.6 Assignment of Contract

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns; provided however, this Agreement shall not be assigned by any party except if all parties mutually consent in writing prior to the assignment, which consent shall not be unreasonably withheld.

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

9.7 Titles

The title given to the Articles and Sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.8 Extent of Contract

This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties.

10. CHANGES IN WORK

The Buyer may request changes in the Agreement by issuing modifications in writing to the Seller which the Seller must agree to in writing before such changes become legally binding upon the Seller. Upon receipt of such a modification issued subsequent to the execution of the agreement, the Seller may be ordered in writing by the Buyer, without terminating the Agreement, to make changes in the work within the general scope of this Agreement consisting of additions, deletions or other revisions, including those required by modifications to the Agreement issued subsequent to the execution of this Agreement. The Seller agrees to review any such Buyer modifications and to act in good faith to cooperate with proposed changes to the work and the general scope of this Agreement so long as the Seller is able, in good faith, to accommodate such modifications and the Contract Price and the delivery time are adjusted as agreed to by the Seller pursuant to such Buyer suggested modifications.



IN WITNESS WHEREOF the parties have executed this Contract as of the dates below:

Dane County

By: _____ Title
(Signature)

(Printed)

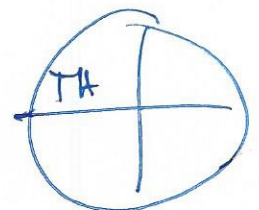
Date: _____

Aqua Innovations, LLC

By: Thomas J. Hrinowich President
(Signature) Title

Thomas J. Hrinowich
(Printed)

Date: March 31, 2017



**EXHIBIT A
SCOPE OF SUPPLY**

Component	Provided by
De-foam Storage Skid	Aqua Innovations
Heat Exchanger Skid	Aqua Innovations
(2) 4-stage Ultrafiltration (UF) Skids	Aqua Innovations
UF Permeate Skid	Aqua Innovations
UF Concentrate Skid	Aqua Innovations
Back Pulse Rinse (BPR) Skid	Aqua Innovations
Clean-in-place (CIP) Skid	Aqua Innovations
VFD's for AI supplied pumps	Aqua Innovations
Control System for AI Equipment (Including one Operating and one Spare Computer)	Aqua Innovations
15 days of installation supervision, training and start-up	Aqua Innovations
Building construction/modification, equipment installation, and all interconnecting of fluid piping, air lines, and electrical conduit and wiring, as described in accompanying documentation package.	Aqua Innovations
Obtain all necessary Permit for construction of the System	Aqua Innovations
Design and engineering of the material handling systems required to deliver the effluent to the System, the System building itself, the material handling equipment to deliver the effluent to Buyer's storage and water discharge system.	Aqua Innovations
3-Phase power to the System and fresh water supply	Aqua Innovations
Internet Connection to Control Computer (512kbps Min with Static IP Address)	Aqua Innovations

