

18 November 2014

Steve Joseph
Director
City of Hollywood, Florida
Department of Public Utilities
1621 N. 14th Avenue
Hollywood, FL 33022-9045

Subject: Cold Box Repairs
Proposal No. Q316-14321 rev1

Dear Steve:

As requested, attached is Solutionwerks' proposal for the repair of the cryogenic oxygen plant cold box at your wastewater treatment facility. In summary, Solutionwerks' scope of work would include the following:

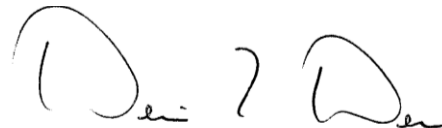
- Provide confined space entry team
- Replace nitrogen superheater (to be supplied by the City)
- Repair condenser to upper column weld seam
- Leak check all internal cold box components
- Refill cold box with New Perlite
- Supply of silica gel to top off gel traps
- Warm thaw/purge/cooldown/start-up of oxygen plant
- Optimize operation around new nitrogen superheater

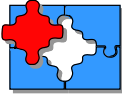
We anticipate the work will require approximately 10 consecutive calendar days to complete.

The prices quoted are based on an assumed completion time from 14 thru 23 December 2014. If the repair is delayed until 2015, the quoted price and rates will be subject to adjustment.

Please let us know if you have any questions or if you would like us to proceed with the work.

Best regards,





PROPOSAL

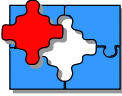
CRYOGENIC OXYGEN PLANT COLD BOX REPAIR SERVICES

Customer:	City of Hollywood	Site Name:	Waste Water Treatment Plt.
Location:	Hollywood, FL	Customer Ref.:	N/A
Solutionwerks' Ref.:	Q316-14321	Date:	17 November 2014

1.0 SOLUTIONWERKS' SCOPE OF WORK

Solutionwerks' will provide labor, materials, and supervision as necessary to complete the following repairs to the City of Hollywood U-63 cryogenic oxygen plant cold box:

- Provide confined space entry team
 - One supervisor and two technicians
 - Five consecutive 12-hour work days, Monday to Friday (i.e. no weekend overtime)
- Replace nitrogen superheater (to be supplied by the City)
 - One certified welder and three pipe fitters
 - One mobile welder
 - One crane
 - One man lift
 - Existing superheater to be removed thru access opening cut in side of cold box
 - Replacement superheater to have nozzles of the same lengths and in the same locations as old superheater
 - Weld couplings as needed for pipe joints, 2" and below
 - Weld filler metals and shield gases
 - Paint touch-up of cold box cut lines
 - Four consecutive 10-hour work days, Monday to Friday (i.e. no weekend overtime)
- Repair condenser to upper column weld seam
 - Welding resources as noted above
 - Grind and dye penetrant examination of cracked weld seam
 - TIG weld repair
 - R1 ASME code repair stamp
 - Time estimate included in nitrogen superheater repair above
- Leak check all internal cold box components
 - All internal cold box equipment and piping to be pressurized with air to approximately 5 psig and soap checked for leaks
- Refill cold box with new perlite
 - Price is based on new perlite
 - Any drain flange fasteners, hoop rings, etc. required will be provided by the City



- Supply 10 bags of silica gel for topping off recirculating and cold end gel traps
 - Installation by City personnel
- Warm thaw/purge/cooldown/start-up of oxygen plant
 - Solutionwerks will provide thaw/purge/cooldown/start-up services in accordance with Union Carbide and Air Products procedures
- Optimize operation around new nitrogen superheater
 - If the replacement superheater differs in design and/or available surface area from the existing superheater, Solutionwerks will tune and adjust plant controls as needed to optimize operation around the new superheater parameters.

2.0 CITY SUPPLIED SERVICES

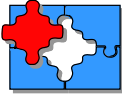
The City of Hollywood will be responsible for providing the following:

- Unrestricted access to the work site, 24 hours per day, 7 days per week during the repair period
- Liquid oxygen for and operation of the back-up system during the repair period
- Coordination of liquid oxygen deliveries to minimize work disruptions
- Assistance with any commonly available materials and/or labor needs
- Unrestricted access to all parts of cold box interior and exterior
- Parking and lay down areas for all equipment and vehicles provided by Solutionwerks
- 480V/3/60, 100 amp electric service for portable welder
- Disposal of any unused perlite, including super sacks and bags
- Labor and materials for installation of silica gel in recirculating and cold end gel traps
- At least one main air compressor, including operating utilities, will be available as needed for leak testing and start-up of the plant following repairs
- Topping off cold box with new perlite following normal settlement after the cold box is returned to operation

3.0 CONTINGENCIES

This offer to provide labor, materials and supervisory services is expressly contingent on the following:

- The replacement nitrogen superheater to be provided by the City will be suitable for the intended service and will require neither modification, oxygen cleaning nor repair to perform satisfactorily.
- If the City of Hollywood elects to utilize the spare nitrogen superheater now in storage at the City of Springfield, Missouri, the City of Hollywood acknowledges and understands that the available surface area of the Springfield superheater is approximately two-thirds of that available in the existing Hollywood superheater. Installation of this superheater will reduce the oxygen production capacity of the cryogenic plant and the City accepts this reduction in capacity.
- Installation of the Springfield superheater will also result in an increase in specific power consumption which the City of Hollywood acknowledges, understands, and accepts.
- Solutionwerks has provided estimates to the City of Hollywood with respect to the expected impact on plant performance resulting from the installation of the Springfield



superheater. Solutionwerks provides no warranty, however, either express or implied, either with respect to plant performance following the repair or with respect to the mechanical integrity of equipment supplied by the City for this repair.

- The City of Hollywood must replace the existing upper column pressure relief valves with pressure relief valves that conform to the original Union Carbide process design, i.e. pilot operated pressure relief valves, cleaned and suitable for cryogenic oxygen service and having a set pressure of 8 psig, prior to start-up of the plant.
- The cold box must be completely filled with new perlite to the roof line prior to start-up.
- The City of Hollywood payables account with Solutionwerks must be current for all equipment and services previously provided.
- The City of Hollywood agrees to pay for the work to be performed hereunder, subject to the satisfactory completion of same, within the payment terms set forth in this offer.

4.0 FEES

Solutionwerks' fees for the services described herein are summarized below. The work described herein will be billed on a time and material basis.

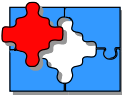
Solutionwerks' Site Services, including Overtime	\$117/hr.
Solutionwerks' Travel Time to/from Hollywood, FL	\$117/hr.
Solutionwerks' Travel and Living Expenses	Cost + 5%
Subcontract Services*	Cost + 15%
Purchased Equipment and Materials, including Freight	Cost + 15%

Following is an estimate of the anticipated costs, including mark-ups where applicable:

*Confined Space Entry Services (CSIRS)	\$34,400
*Perlite Handling Services (PA Perlite)	\$45,500
*Welding Services (Codeweld)	\$41,900
Miscellaneous Piping Materials and Gaskets	\$900
Silica Gel (10 bags)	\$1,100
Solutionwerks' Technical Services	\$22,300
Solutionwerks' Travel & Living Expenses	<u>\$3,400</u>
 Estimated Total Cost	 \$149,500

This proposal is based on all of the described work being completed during one mobilization at the site. Should any additional mobilizations become necessary due to added work scope or work interruptions beyond Solutionwerks' reasonable control, any added costs shall be billed at the above rates.

The above rates are predicated on completion of the work before the 25th of December 2014. Should the start of work be delayed to a later date, all rates and estimated costs are subject to adjustment.



5.0 PAYMENT TERMS

Fees shall be payable Net 30 days after completion of the work.

Should Solutionwerks be delayed in the completion of its work at the City's request, partial billings for work completed may be submitted and will also be payable Net 30 days.

6.0 SCHEDULE

It is anticipated that the work will be completed within 10 contiguous working days following the start of work. Work is to begin on Monday, 14 December 2014 in order to avoid overtime work for the confined space entry and welding services teams.

If the start of work is delayed until a later date, the schedule for completion shall be determined by mutual agreement between Solutionwerks and the Owner and will be subject to the availability of all required personnel and equipment.

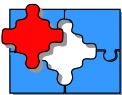
At least two weeks' prior notice will be required to allow for the purchase and delivery of required materials.

7.0 VALIDITY

This proposal shall be valid for acceptance 15 days from the date hereof. Prices will be subject to review thereafter. Prices will also be subject to review if the start of work is delayed beyond 14 December 2014.

8.0 TERMS AND CONDITIONS

This offer is made subject to Solutionwerks' standard terms and conditions attached.



PROFESSIONAL SERVICES

TERMS AND CONDITIONS

1.0 SCOPE OF AGREEMENT

1.1 BUYER shall purchase from SOLUTIONWERKS, and SOLUTIONWERKS shall furnish to BUYER, certain professional services ("Services") as set forth in the proposal ("Proposal") attached hereto. The scope of Services may be amended from time to time by mutual agreement between the parties in which case such changes shall be confirmed by written amendments hereto.

1.2 The Proposal shall include any applicable agreements regarding the schedule for completion of the Services.

1.3 SOLUTIONWERKS shall not be held responsible for any shortcoming resulting from omissions or inaccuracies in the scope of Services as defined by BUYER.

2.0 PAYMENTS

2.1 In the event BUYER shall not pay when due and owing, BUYER shall pay SOLUTIONWERKS, in addition to the amount past due, interest thereon in United States Dollars calculated at a rate of 18% per annum. For this purpose, interest shall be calculated for the period running from the date the payment was due to the date payment is made.

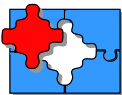
2.2 Payments by check shall be made in United States Dollars. The amount of any checks not accepted due to insufficient funds or other reasons beyond SOLUTIONWERKS' control shall be rebilled with a 5% added premium for handling plus any applicable interest as set forth in Article 2.1 above.

2.3 Payments by telegraphic transfer shall be made in United States Dollars, at BUYER's expense, to an account to be designated by SOLUTIONWERKS at the time of order acceptance.

2.4 Payments by irrevocable letters of credit in favor of SOLUTIONWERKS shall be in a form acceptable to SOLUTIONWERKS issued by a bank that is acceptable to SOLUTIONWERKS. Such letters of credit shall be confirmed, negotiable and payable at the counters of a prime United States bank acceptable to SOLUTIONWERKS. All costs for the letters of credit are for the account of BUYER.

3.0 CONTRACT CHANGES

No change orders shall be binding on either party unless agreed to and executed by both parties.



4.0 WARRANTIES

4.1 All Services to be performed by SOLUTIONWERKS shall be performed in a professional manner and free from material defect. SOLUTIONWERKS shall at no cost to BUYER modify or correct any such Services which have not been so performed if written notice of any such failure is given to SOLUTIONWERKS within thirty (30) calendar days of the date such Service is performed.

4.2 THE WARRANTIES SET FORTH IN THIS SECTION CONSTITUTE SOLUTIONWERKS' SOLE WARRANTIES UNDER THE AGREEMENT AND BUYER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES AND ARE IN LIEU OF ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.0 LIABILITY

SOLUTIONWERKS shall not be liable for any direct, indirect, special, incidental or consequential damages of any kind (including, but not limited to, BUYER's loss of profits, loss of production or loss of product) arising out of the sale of services contemplated hereunder and such limitation on damages shall survive failure of any exclusive remedy.

SOLUTIONWERKS shall not be liable for compliance with any laws, regulations, or rules that may change following completion of the Services.

6.0 TAXES

The prices as stated in the Proposal do not include any taxes, charges, or fees other than those set forth in the Proposal. If any other taxes, charges or fees, now or hereafter imposed by any federal, state or local law, rule or regulation (including but not limited to taxes on services, sales and use taxes, value added taxes and ad valorem taxes) are imposed on the Services, such taxes, charges, or fees shall be invoiced to BUYER as a separate item and paid by BUYER to SOLUTIONWERKS.

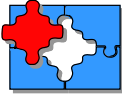
7.0 PATENTS

Compliance with prevailing patent regulations shall be the responsibility of BUYER. SOLUTIONWERKS assumes no liability for such compliance.

8.0 DATA, DRAWINGS AND INFORMATION

8.1 SOLUTIONWERKS shall submit to BUYER for review such drawings and documents, both of which may include proprietary or confidential information, as agreed upon with SOLUTIONWERKS.

8.2 Each party hereto shall keep in confidence any and all such specific technical information that is either disclosed in writing by the other party in connection with the Services and that is marked "CONFIDENTIAL" or "PROPRIETARY" or such similar legend or is obtained from inspection, measurement or disassembly of any equipment and which is not generally available to the public (hereinafter referred to as "Confidential Information"), and the recipient party shall neither use such Confidential Information for purposes other than the engineering,



design, supply, construction, installation, commissioning, operation and maintenance of equipment pursuant to the Proposal nor disclose such Confidential Information, or any part thereof, to any third party except where required by any governmental authority without the prior written consent of the disclosing party.

8.3 Notwithstanding anything herein to the contrary, BUYER further agrees that any data, information or equipment furnished by SOLUTIONWERKS pursuant to the Proposal shall not be exported or re-exported by it to any country to which export or re-export is then prohibited by the laws or regulations of the United States of America respecting the exportation or re-exportation of technical data. As required by the government of the United States of America, this provision will survive indefinitely.

8.4 If requested, SOLUTIONWERKS shall turn over to BUYER all data, reports and other documents provided by BUYER under this Agreement, which documents shall remain the property of BUYER. Any data, reports and other documents prepared by SOLUTIONWERKS under this Agreement shall become the property of BUYER but copies thereof may be retained by SOLUTIONWERKS subject to the provisions of confidentiality set forth in section 8.2 hereof.

9.0 INSURANCE

9.1 In relation to services provided by SOLUTIONWERKS to BUYER, SOLUTIONWERKS shall maintain the following insurance:

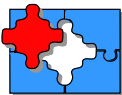
9.1.1 Workers Compensation	Statutory Limit
9.1.2. Employer's Liability	Statutory Limit
9.1.3 Automobile Liability	\$1,000,000 combined single limit
9.1.4 General Liability	\$2,000,000 each occurrence \$2,000,000 general aggregate
9.1.5 Professional Liability	\$2,000,000 combined single limit

9.2 Upon request by BUYER, SOLUTIONWERKS will furnish to BUYER certificates of insurance to evidence that the above coverages are in place.

9.3 BUYER will insure for any of its losses (including but not limited to its personnel, property, environment and business) and will release SOLUTIONWERKS from any liability for its losses.

10.0 FORCE MAJEURE

SOLUTIONWERKS shall not be considered in default in the performance of its obligations hereunder, or be liable in damages or otherwise for any failure or delay in performance which is due to strike, lockout, concerted acts of workers or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot, armed conflict whether declared or undeclared, rebellion or sabotage, curtailment, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities, accident, acts of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or



equipment breakdown, or due to any other cause whether similar or dissimilar to any of the causes or categories of causes described above and which is beyond the reasonable control of SOLUTIONWERKS. SOLUTIONWERKS shall not be required to make any concession or grant any demand or request to bring to an end any strike or other concerted act of workers. SOLUTIONWERKS shall be relieved of its obligations and shall not be in default hereunder if it is unable to proceed with the performance of its obligations because of the failure of any other party to perform any of the obligations essential to SOLUTIONWERKS' performance. The delivery date shall be extended for a period equal to, or if necessary longer than, the delay caused by an event of Force Majeure, and the rights and obligations of SOLUTIONWERKS which were dependent on or measured from the date of any such delayed performance shall be similarly extended. Nothing in this Article shall relieve or be construed to relieve BUYER from making any payments for Work already rendered by SOLUTIONWERKS to BUYER and which are due for payment.

11.0 LANGUAGE, MEASUREMENTS, STANDARDS AND COMPLIANCE WITH LAWS

11.1 Any and all communications, correspondence, information and data required for the implementation of any order resulting from this Proposal shall be in the English language.

11.2 Dimensions, volumes and weights to be used in the above communications, correspondence, information and data shall be expressed in the English system, unless otherwise mutually agreed upon.

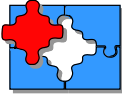
11.3 The standards, laws or regulations to be used for the Services shall be as set forth in the Proposal, or, in the absence of such stipulation, in accordance with applicable U.S.A. standards, laws, or regulations. To the extent SOLUTIONWERKS must comply with standards, laws, regulations, or parts thereof not contemplated in its base Proposal, BUYER shall be obligated to reimburse SOLUTIONWERKS for costs associated with such compliance, and the Agreement shall be deemed amended to reflect this additional cost. Such standards, laws, regulations or parts thereof shall be provided by BUYER in the English language or through qualified instruction, complete and accurate interpretation of which shall be provided in a timely manner.

12.0 WAIVER

A waiver on the part of BUYER or SOLUTIONWERKS of any term, provision or condition hereof shall not constitute a precedent nor bind either party hereto to a waiver of any succeeding breach of the order.

13.0 INTERPRETATION

The Proposal and all documents incorporated herein by reference constitute the entire agreement and supersede all previous agreements and understandings, whether oral or written, relating to the subject matter hereof between SOLUTIONWERKS and BUYER. Any terms and conditions in any purchase order or other document issued by BUYER in connection with this Agreement which conflict with the terms and conditions hereof, or which enlarge SOLUTIONWERKS' obligation hereunder, shall not be binding on SOLUTIONWERKS unless expressly identified and accepted in writing by an executive officer of SOLUTIONWERKS.



14.0 ASSIGNMENT

The benefit of this Proposal may be assigned and obligations under any subsequent agreement may be subcontracted by SOLUTIONWERKS in whole or in part to any of its affiliated companies; provided, however, that any such assignment or subcontract shall not relieve SOLUTIONWERKS of any liability to perform obligations hereunder (whether arising before or after the date of the assignment or subcontract). No other assignment by either party shall occur without the written consent of the other party.

15.0 DEFAULT

Any purchase agreement resulting herefrom may be terminated by either party on account of any material breach of the other party in the performance of its obligations; provided, however, if SOLUTIONWERKS should default in its duties under the Agreement, BUYER shall notify SOLUTIONWERKS in writing, specifying the default and demanding that it be remedied, and if SOLUTIONWERKS shall, within one hundred eighty (180) business days after receipt of such written notice, cure such default or commence a program for curing the default, the notice of termination shall be nullified and be of no effect. If such breach cannot reasonably be cured within such one hundred eighty (180) business day period, SOLUTIONWERKS shall be deemed not to be in breach hereunder if SOLUTIONWERKS has commenced remedial action within such period and continues to diligently prosecute the remedial action to completion within a reasonable time thereafter.

16.0 AUTHORIZATIONS

BUYER shall be responsible for obtaining any necessary administrative or governmental authorizations, consents, licenses or similar documents or approvals for SOLUTIONWERKS to perform the Work. SOLUTIONWERKS shall assist in the obtaining of such documents to the extent such assistance may be required regulations; provided, however, BUYER shall bear any cost or expense resulting from such assistance that SOLUTIONWERKS may incur.

17.0 APPLICABLE LAW

This Agreement shall be construed under the laws of Pennsylvania and no suit concerning this Agreement shall be instituted in any jurisdiction other than Pennsylvania.