SS-5705-25-KN

CITY OF GRAND JUNCTION SOLE SOURCE JUSTIFICATION FORM

	CE SUBTRICITION FORM			
Date: 6/27/25	Requested By: Aaron Rice			
Department: Utilities	Division: Persigo			
Vendor Name: APTIM ENV.	Net Cost Delivered: \$12,723			
Provide G/L Account where funds are budgete Project code, if applicable	ed: 902-640-822-6160			
SOLE SOU	RCE JUSTIFICATION			
(INITIAL AI Material/Service Description: Electric Actuated V	LL ENTRIES THAT APPLY) /alve for RNG skid			
	lable from any other source due to proprietary rights, patents, copyrights,			
2. X - Compatibility: There is a need for only a specific product or service can satis	compatibility with existing equipment, technologies, or processes, and ofy that need;			
3. X - Urgency: Delay would lead to serious injury, death, or significant financial loss;				
4 Expertise: The vendor has unique experience, expertise, or capabilities unavailable elsewhere;				
5 Standardization: There is a need to or maintenance costs, and only one vendor	o standardize specific equipment or supplies to reduce training, inventory, r can meet this need;			
6 Written demonstration and justific selection of a sole source vendor is in the	cation is available which reasonably and practicably establishes that the best interest of the City.			
	icing Documentation, then proceed with signatures below. ead approval, forward to Purchasing.			
Department Director Approval:				
I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.				
Signed by:	6/27/2025			
Signed: Kum Department Head Signature	Date			
	have determined this to be a sole source with no other vendor practicably			
available. — Docusigned by: Signed: Jay Valentine	6/30/2025			
O9BA36D53ED04B7 Purchasing Manager Signa	ture Date			
Fig. 1 A41242				
Final Authorization City Manager Approval Required (\$25K to \$5	0K) yes / no			
Signed:				
City Manager Signature	Date			
City Council Approval Required (over \$50K)	yes / no			



Memorandum

TO: Randi Kim, Utilities Director

Jay Valentine, Chief Financial Officer

FROM: Aaron Rice, Wastewater Maintenance Supervisor

DATE: 6/24/24

SUBJECT: Sole Source Justification for electric actuated valve

This memo is to serve as sole source justification for the procurement of a new electric actuated valve, installation, and troubleshooting for the RNG skid at the Persigo WWTP for \$12,723.00.

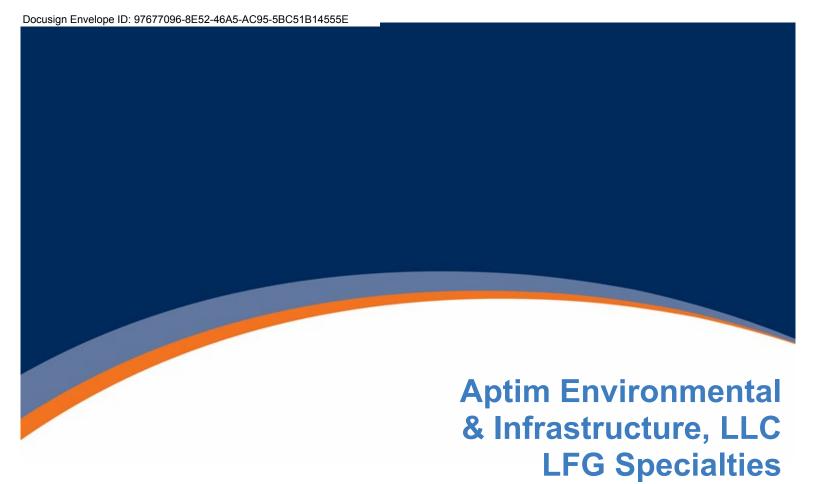
Currently, our flare for the RNG skid is not operating in auto mode. We have the waste valve in a manual. The valve position is an educated guess to maintain proper position with our gas production. We have no means to troubleshoot the problem via SCADA because the flare controls are owned by the manufacturer. We cannot see the programming nor can any other 3rd party.

We have contacted the manufacturer about the problem. They have provided a quote for a technician to arrive on site, install the valve and ensure all programming is working correctly. The requested amount is for travel and work performed on site.

Furthermore, the language on the quote does say "Grand Junction Landfill." Curt Irvin (SCADA Technician) and I have had multiple correspondence with APTIM. We have confirmed the unit number corresponds with ours and the valve serial numbers do too. We have triple checked the equipment we are purchasing is for the correct site and flare.

This purchase request satisfies the criteria in the City of Grand Junction's "Purchasing Policy and Procedure Manual", Chapter 8: Sole Source Approval Criteria: Sole Source Criteria:

- 1. <u>Uniqueness</u>: Is unique and unavailable from any other source due to proprietary rights, patents, copyrights, secret processes, or monopoly control
- 2. <u>Compatibility</u>: There is a need for compatibility with existing equipment, technologies, or processes, and only a specific product or service can satisfy that need.
- 3. Urgency: Delay would lead to serious injury, death, or significant financial loss.



Flare System Service

Unit #2497

4" valve and preventive maintenance

Prepared for:

Curt Irvin
City of Grand Junction
970-256-4170
curti@gjcity.org

Persigo Wastewater Treatment Facility GRAND JUNCTION, CO

Reference #: 062512R1

June 26, 2025

Proposal & Pricing

Presented by:

Wayne Heishman Project Manager LFG Specialties (419) 424-4964 Office (419) 306-0293 Cell

Wayne.Heishman@aptim.com

Alternate Contact:

Nick Klear Service Manager LFG Specialties (419) 425-6266 Office (419) 420-5870 Cell Nicholas.Klear@aptim.com





SERVICE AGREEMENT

This service agreement "Agreement" which includes the Services & Equipment Specification and Terms and Conditions of Service below is entered into on the undersigned date, by and between Aptim Environmental & Infrastructure, LLC ("APTIM"), a Louisiana company, and ________. (hereinafter "Client").

In consideration of the covenants contained herein and for other good and valuable consideration, the legal sufficiency of which is acknowledged, the parties wishing to be legally bound agree as follows:

I. SERVICE AND EQUIPMENT SPECIFICATION

APTIM hereby proposes to furnish the Equipment and Services as described in this Agreement per the following and subject to the standard "Terms and Conditions of Services" below:

A. Service and Equipment Scope:

APTIM is pleased to present, for Client's consideration, the following scope of work:

1. Replacement valve at the Persigo Wastewater Treatment Facility, including:

- One 4in. modulating, fail close, electrically actuated and butterfly valve assembly.
 - V60 V-ball's valve estimated 40 to 1 turndown (3–4 day delivery from manufacture)
- Installation and spanning modulating valve.
- One service technician for one day of labor and two days of travel

2. Evaluation of the flare system at Persigo Wastewater Treatment Facility, including:

- Visual inspection of flare systems
- Flame arrester and KOP inspection (external only)
- Verification of gas composition (using site readings)
- Operational verification of all components
- Control panel, MCC and main disconnect inspection
- Thermocouple accuracy check
- Technicians report with suggestions of repairs and possible upgrades.
- One service technician for one day of labor no addition travel if included in item 1

Notes:

- 1. The Flare system will be periodically shutdown during installation. However, the flare will be operational at the end of each day
- 2. Rental equipment of manlift to inspect or change flare stack components, if deemed to be necessary, to be provided by site.
- Disposal of existing parts is not included.
- 4. Should there be a need for parts and/or additional time to address any issues that are discovered, a change order will be put in place to cover the additional scope of work. Labor rates are outlined in Section E.

B. Price Schedule:

Price for valve & install as described in section A, item 1, FOB Findlay, OH, excluding tax, is

\$ 12,723.00



Estimated shipping and handling from LFG Specialties shop to site (shipping to be charged at actual cost plus 15% handling fee) \$400.00

Price for PM as described in Section A, item 2, FOB Findlay, OH, excluding tax, is

\$ 2,195.00

This pricing does not include any pending tariffs that may be imposed. Due to market volatility and the uncertainty surrounding tariffs and their effect on both foreign and domestic sourced materials we reserve the right to increase the above quoted prices based on the material costs at the time of order.

*NOTE: Price for time in excess of that stated above will be billed at a rate of \$1,600.00/weekday \$2,100/weekend day. Replacement parts will be billed. Any scope in addition to that listed above will require a signed change order.

ALL PRICING IS FOB — FINDLAY, OHIO

C. Work Schedule:

APTIM makes every effort to meet our customers delivery requests and special requirements. Delivery for the service/equipment outlined in this Agreement is:

Service Schedule: 4-6 weeks from receipt of purchase order

All service work schedules are estimates only and are subject to change as new information and restrictions presents themselves. The schedule proposed herein is based on long lead deliveries from our vendors at the time that this proposal was prepared. However, in today's ever-changing environment, new challenges are brought on weekly, in not daily. We understand the importance in meeting schedules and will do our best to hold true to these schedules. Should a supply issue occur, we will diligently communicate the issue and work to find and offer alternatives to meet the needs of the project to progress forward.

D. Payment Terms:

Terms of payment to be 100% net due 30 days from date of invoice. Invoice will be issued upon a progress basis according to the following schedule:

Milestone	Amount
Item 1	50% Invoiced at project award. (Materials will not be shipped until payment has been received). 50% at shipment
Item 2	100% at completion of work

Prices are quoted firm for prompt acceptance and shipment per delivery schedule. Prices are valid for 45 days from date of issue.

Prices do not include any taxes, duties or assessments. However, at time of invoicing, applicable taxes will be applied based on current rate to comply with applicable State and Local laws unless a Sales Tax Exemption Certificate is provided.



E. Field Service Rates and Availability:

Office Support			Rate (per hour)
Sr. Project Manager, Sr. Operations Manager, Sr. Electrical Engineer			\$210
Project Manager, Electrical Engineer			\$180
Service Rate Table	Standard Rate per day	Weekend / Emergency Rate per day	
Service Technician	\$1600	\$2100	
Project Manager, Electrical Engineer	\$1800	\$2300	
Sr. Project Manager, Sr. Electrical Engineer	\$2100	\$2600	

F. Equipment Warranty:

APTIM guarantees only the replacement parts supplied by APTIM as outlined and specified in this Agreement for the period of six (6) months from date of shipment.



II. TERMS AND CONDITIONS

The Services to be performed are as described in the Service and Equipment Specification above and under the following terms and conditions:

1) INDEPENDENT CONTRACTOR:

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC ("APTIM") shall be fully independent in performing the Services and shall not act as an agent or employee of CLIENT. APTIM shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

2) TAXES:

The CLIENT shall pay any and all sales, use, or similar taxes imposed on the Services.

DOCUMENTATION, RECORDS, AUDIT:

If requested by CLIENT, APTIM shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit APTIM's records and accounts covering charges hereunder at all reasonable times during the course of the Services for a period of one (1) year after the substantial completion thereof.

4) RISKS AND ALLOCATION:

CLIENT hereby acknowledges, understands and agrees that there are risks inherent to field services, many of which cannot be ascertained or anticipated prior to or during the course of the Services. CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN THESE TERMS AND CONDITIONS.

- 5) APTIM WARRANTIES, REPRESENTATIONS, AND COVENANTS:
- A. Professional Standards Warranties: APTIM warrants, represents, and covenants that: (1 APTIM has the capability, experience, and means required to perform the Services; (2) such Services will be performed using personnel, equipment, and material qualified and/or suitable therefore; and (3) APTIM will perform the Services in a diligent and workmanlike manner consistent with accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time and location the Services are performed.
- B. Material and Workmanship Warranty: APTIM warrants that any equipment of its own manufacture will be complete in all its parts, and for the Warranty Period of six (6) months, will under proper application and operation be free from material defects in material and workmanship. APTIM's warranty for equipment of its own manufacture shall be limited to the following:
- (1) Replacement or repair of any equipment or parts which under normal and proper operating conditions are, in APTIM's sole opinion, found and confirmed defective and are returned to APTIM within the Warranty Period, transportation charges prepaid.
- (2) Notwithstanding the foregoing provisions, any repair, replacement or modification, regardless of cause, that is performed by someone other than an APTIM representative, shall result in all of the warranties provided herein being null and void, and as such, neither APTIM nor its suppliers shall have any liability or obligations whatsoever to CLIENT.
- (3) CLIENT shall be responsible for freight charges in connection with the return or replacement of any defective equipment or parts.
- C. Other APTIM Warranties: APTIM warrants, represents, and covenants that: (1) On equipment not made by LFG Specialties": LFG Specialties will take any steps reasonably within its power to make available to Purchaser any manufacturer's warranty applicable to the Equipment. APTIM will perform the Services in compliance with (i) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed (2) APTIM shall use its best efforts to avoid infringements, as set forth in Section 12 hereof.
- D. Remedies: If CLIENT alleges that APTIM has breached a warranty set forth herein, then CLIENT shall promptly notify APTIM in writing and, before taking any further action against APTIM, shall afford APTIM the opportunity, at APTIM'S cost, to either re-perform any defective Service according to the original scope of work therefore (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefore.

EXCEPT AS SET FORTH IN SECTION I.F OF THE SERVICE AND EQUIPMENT SPECIFICATION AND SECTION II.5 ABOVE, APTIM MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE



PERFORMED PURSUANT TO THIS AGREEMENT. FURTHERMORE, APTIM MAKES NO WARRANTY OR REPRESENTATIONS HEREIN AS TO EQUIPMENT AND MATERIALS THAT ARE NOT MANUFACTURED OR SUPPLIED BY APTIM PURSUANT TO THIS AGREEMENT.

6) INDEMNITY BY APTIM:

Subject to the limitations stated herein, APTIM shall defend, indemnify and hold harmless CLIENT (including its officers, directors, shareholders, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs) to the extent (and only to the extent) arising out of APTIM'S negligent acts, errors or omissions or willful misconduct in performing Services

- 7) CLIENT WARRANTIES, REPRESENTATIONS, AND COVENANTS: CLIENT warrants, represents, and covenants as follows:
- A. Responsibility for Sites: CLIENT has responsibility for the sites with respect to which CLIENT may request Services. There will exist no legal impediment or restraint applicable to CLIENT, the site or otherwise, which may adversely affect the ability of APTIM to perform the Services.
- B. Characteristics of Materials or Existing Flare Systems: Any materials or existing flare systems with respect to which APTIM performs Services either (1) will have the composition and characteristics described by Client either verbally (which shall promptly be reduced to writing) or in the request for proposal or other documents given to APTIM, or (2) if nonconforming, will not (i) increase the cost of performing the Services; (ii) increase the nature or extent of the hazard or risk undertaken by APTIM in agreeing to perform the Services; and (iii) be such that the facilities designated can no longer be legally used or the Services legally performed.
- C. Characteristics of Site: CLIENT will provide APTIM with all relevant information available to it concerning the site, equipment or existing flare system for which Services are requested, including, without limitation, any hazards that are known by CLIENT to be present, summaries and assessments of the site, equipment or existing flare system's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the equipment or existing flare system or the site.
- D. CLIENT'S Duties: CLIENT shall, at its cost, at such times as may be required by APTIM for the successful, timely, and expeditious completion of Services:
- (1) Provide unimpeded and timely access to the site, any necessary third-party property, and an adequate area for APTIM, equipment storage, and employee parking necessary for the Services.
- (2) Provide unimpeded and timely access to landfill gas and power of sufficient quantity and quality to operate the equipment unimpeded for purposes of performing the Services.
- E. Changes: If APTIM encounters any unforeseen, differing or changed conditions or circumstances, the time for completion of such Services shall be extended, and APTIM shall receive an equitable compensation adjustment if APTIM incurs additional costs or additional Services are required.

8) INDEMNITY BY CLIENT:

CLIENT shall defend, indemnify, and hold harmless (and does hereby release) APTIM (including its parent, subsidiary and affiliated companies and their officers, directors, employees, and agents) from and against, any and all liabilities, claims, demands, losses, damages, fines and penalties, and related expenses (including legal fees and reasonable costs of investigation), to the extent resulting from, attributable to, or arising out of:

- A. Any action or inaction of CLIENT or any third party or compliance by APTIM with directives issued by CLIENT;
- B. Any breach by CLIENT of any warranties, other provisions hereof, or of laws, regulations, or ordinances;
- 9) LIMITATION OF LIABILITY:

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

- A. IN NO EVENT SHALL APTIM BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, IMPACT, OR CONSEQUENTIAL LOSSES, DAMAGES (INCLUDING LOSS OF PROFITS), LIABILITIES OR EXPENSES INCURRED BY CLIENT OR ANY THIRD PARTY AS A RESULT OF APTIM'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR BY APPLICATION OR USE OF REPORTS PREPARED OR OTHER SERVICES PERFORMED; FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE APTIM BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW; AND
- B. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), APTIM'S LIABILITY, INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT THE LESSER OF THE TOTAL AMOUNT OF COMPENSATION PAID TO APTIMHEREUNDER OR \$100,000; AND



C. ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE.

10) INSURANCE:

APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall be charged therefor. The certificates shall specify the dates when such insurance expires and shall provide for notices of cancellation according to the standard wording of the Acord Certificate of Insurance Form. APTIM and its insurer(s) hereby reserve all rights of subrogation.

11) PATENTS AND INVENTIONS:

CLIENT may use any final reports of findings, or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but APTIM reserves all other rights with respect to the same and all other documents produced in performing the Services. All reports will be delivered subject to APTIM'S then current limitations. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by CLIENT and/or by APTIM hereunder in CLIENT'S field of expertise.

APTIM shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by APTIM hereunder in APTIM'S field of expertise. APTIM shall grant to CLIENT a royalty-free, nonexclusive and nontransferable license under any such developed inventions and know-how to use the same in any of CLIENT'S facilities.

12) INTELLECTUAL PROPERTY

APTIM shall use its best efforts to provide Services which do not infringe on any valid patent, copyright, trademark or involve the use of any confidential information that is the property of others unless APTIM is licensed or otherwise has the right to use and dispose thereof. APTIM shall also use its best efforts to inform CLIENT of any infringement that may be reasonably expected to result from the use of the Services. However, the best efforts of APTIM shall not include a duty to conduct and/or prepare a patent or other search and/or opinion. The liability of APTIM under this Agreement in any legal proceeding where CLIENT is made a defendant for actual infringement based upon a Service provided by APTIM shall exclude infringement which is related to manufacturing processes of CLIENT and any consequential damages.

13) FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

14) ASSIGNMENT

Neither party shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, any subsidiary or affiliate of APTIM or other persons APTIM designates may perform some or all of the Services, and APTIM may upon notice to the CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

15) GOVERNING LAW

This Agreement shall be governed by and interpreted pursuant to the rules of the state where the services are to be performed.

16) ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement constitute the entire understanding of the parties relating to the provision of Services by APTIM to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by APTIM. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other form of the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement, and APTIM'S acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. This Agreement may be amended only by a written instrument signed by both parties.



17) WAIVER OF TERMS AND CONDITIONS

The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18) SEVERABILITY AND SURVIVAL

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions hereof shall survive the termination of this Agreement.



IN WITNESS WHEREOF, CLIENT and APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTION 9) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth below. Bill-to Address (please fill in) Ship-to Address (please fill in) Attention: Attention: Phone: Phone: Email: Email: The terms and conditions set forth in this Agreement herein, which include the Service and Equipment Specification and the Terms and Conditions of Service, constitute the entire understanding of the parties relating to the goods and services provided for herein. All subsequent modifications to this Agreement shall not be effective unless they are in writing and signed by Aptim Environmental & Infrastructure, LLC. **Equipment: Estimated Shipping & Handling: OPTIONS SELECTED** Subtotal: Sales Tax: County State Or \square Tax Exemption Certificate or \square Direct Pay Certification \$ Onsite Services: Total Sales Price Including Tax: IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the month, day, and year set forth below. **APTIM ENVIRONMENTAL & INFRASTRUCTURE. LLC PURCHASER** Sign Sign Name Name Title Title Date Date

P.O. #