

**Purchase Agreement/Quotation #****RM070725-01**

Company	City of Ocala	Date	July 7, 2025
Contact	John King & Julie Johnson	Phone	(352)351-6648/352-368-55
Address	3130 East Silver Springs Blvd.	Email	jking@ocalafl.gov
City	Ocala		jjohnson@ocalafl.gov
State	FL	Zip	34470
Job Location	City of Ocala GC Wash System		
Sales Representative	Roger Moore	Sales Rep Phone	941-202-8400

System Specifications**Price****1Each Waste2Water Closed Loop System Model GSMS-700-2****\$46,295.00***Biological remediation process, Combo Incline Plate Clarifier**5052-H32 Marine grade aluminum construction**Electrical Requirements: 240 Volt, Single Phase, 40 Amps w/ Neutral Wire**Includes 25 Micron 47 SF Filter & Chemical Injection for Solids Separation**(1) ESD Product Code 1499 Clipping separator with trailer clipping cart and de-watering bag**(1) ESD Product Code 1500 Round Sump w/ 3/4 Sewage Pump**(1) ESD Product Code 1503 Shallow Drain Sump w/ 2" Gravity Drain**(1) ESD Product Code 1812 Dewatering Bag**(2) ESD Product Code 1900 Hose Station Mounted on unit includes 3/4" hose and adjustable nozzles***Equipment Total****\$46,295.00****Site Work Responsibilities As Performed By****Price**

Unloading Equipment	City of Ocala	
Placing Equipment	City of Ocala	
Facility Design	ESD Waste2Water, Inc.	Included
Engineering Fees	City of Ocala	
Permitting Fees	City of Ocala	
Slab Construction	City of Ocala	
Power Termination to Equipment	City of Ocala	
Plumbing Termination to Equipment	City of Ocala	
System Piping Labor and Materials	ESD Waste2Water, Inc.	Included
Under Slab Piping and Materials	City of Ocala	
Embedded Sump Setting and Placement	City of Ocala	
Installation/Start Up/Training	ESD Waste2Water, Inc.	\$3,600.00
Site Preparation Flat, Level & Stabilized	City of Ocala	
Final Grading	City of Ocala	
Final Plumbing Connections	ESD Waste2Water, Inc.	Included
Preventative Maintenance Program	ESD Waste2Water, Inc.	\$550.00 Per Month Optional

Site Work Total \$3,600.00**Equipment Total \$46,295.00****Subtotal \$49,895.00****Taxes If Applicable****Freight F.O. B. Factory Prepay & Add****Total \$49,895.00**

**TERMS OF PAYMENT:**

50% Deposit with order required
Balance due 30 days after shipment of equipment

FREIGHT:

Freight is not included with price. Freight charges are FOB factory and will be prepaid and added to the final Invoice.

EQUIPMENT

50% deposit with order
Balance due upon receipt of order

INSTALLATION, INITIAL STARTUP AND TRAINING

Payment is due upon receipt of invoice after completion.

ACCEPTANCE:

Purchaser's acknowledgment or acceptance of this proposal or Seller's commencement of performance at Purchaser's request shall be conclusive evidence of acceptance herein.

ACCEPTANCE OF THIS PROPOSAL BY CUSTOMER SHALL BE CONSIDERED AN ACKNOWLEDGED ORDER AND IS EXPRESSLY LIMITED TO TERMS AND CONDITIONS AS STATED HEREIN ABOVE AND ON THE BACK EXCEPT IF BOTH PARTIES AGREE TO MODIFICATIONS IN WRITING.

1. This Purchase Agreement is being submitted by ESD Waste2Water, Inc. This Purchase Agreement including all terms and specifications as stated herein constitutes the entire agreement by the parties except as modified in writing and executed by both parties, as set forth on this Purchase Agreement page and referenced attachments.

2. No modifications of this Purchase Agreement shall be effective or binding unless agreed to in writing by both the Seller and the Purchaser.

3. A Finance charge shall be imposed on any balance not received within thirty (30) days. The finance charge is a periodic monthly rate of 1.5% of which the corresponding annual rate is 18%. There will be no exceptions or arrangements, express or implied herein unless it is obtained in writing from an authorized representative of ESD Waste2Water, Inc. ESD Waste2Water, Inc shall maintain all right, title, and interest to said equipment until equipment is paid in full.

4. To establish and maintain a line of credit, a Purchaser/Customer must have their account in good standing and furnish a Credit Application, Security Agreement, Personal Guarantee and Financial Statements as requested.

5. In addition to the supervision of installation of said system, ESD Waste2Water, Inc agrees to provide to the customer one (1) certified trained technician to startup, test and inspect operation of the system. Run any necessary tests on the unit, make necessary adjustments to the system, review and complete startup record with designated personnel of customer, and to review regular maintenance, safety and operation procedures.

6. Customer Responsibilities:

- a. Upon arrival at the shipping destination, the unit should be inspected for shipping damage.
- b. Notify carrier and ESD Waste2Water, Inc immediately of any damage and write on the Bill of Lading what is damaged or missing.
- c. It is the responsibility of the customer to unload equipment off the truck and properly set in place for installation.
- d. The Waste2Water System should be located on a stable and level foundation with access available around the unit
- e. It is the responsibility of the customer to regularly monitor and maintain the water chemistry and to utilize additives and cleaning agents properly making sure that they are compatible with equipment.
- f. Cleaning the sump pit that collects the cleaning water is the customer's responsibility, in addition to disposal of all used filters and by products. Please note the cleaning of the pit can impact the operation of The Waste2Water System.
- g. Customer will protect equipment from extreme temperatures before, during and after installation.
- h. Notify ESD Waste2Water, Inc immediately of any malfunction of the equipment.

7. FREIGHT POLICY/RISK OF LOSS/FREIGHT LOSS OR DAMAGE



NOTE: Please take note that the Carrier will not cover the damages if the foregoing steps are not adhered to.

8. Manufacturer warrants the new WASTE2WATER SYSTEM parts for a period of 1 year from initial startup to be free from defects in material and workmanship under normal use and service when operated and maintained in strict accordance with The Waste2Water System operating instructions.

There will be no charge for labor involved in necessary replacement or repair of said parts for a period of ninety (90) days from the initial startup, within the 48 contiguous states.

Manufacturer's obligation under this Warranty being limited to repairing or replacing at its option any part found to its satisfaction to be so defective, provided that used part is, upon request, returned to ESD Waste2Water, Inc freight prepaid. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials. Nor does it cover damage resulting from misuse, abuse, any other than its intended use, accident, and neglect or from improper operation, maintenance, installation, modification or adjustments.

This Warranty does not cover parts not made by Manufacturer. Manufacturer makes no warranty as to electrical apparatus or other materials not of its manufacture. These items are covered by warranties of the respective manufacturer. See the Limited Warranty for further limitations and the Equipment Request for instructions on submitting unit/equipment for Warranty.

Manufacturer shall not be liable for consequential damages whether or not caused by manufacturer's negligence or resulting from any express or implied warranty or breach thereof or any written representations made by Sales Representatives or their employees. Consequential damages for the purpose of this document shall include, but not be limited to, loss of use, income or profit, any additional expenses incurred, or loss of or damages to property occasioned by or arising out of in operation, failure to meet expectations, use, the operation, installation, repair or replacement of the equipment otherwise.

9. There will be a 25% restocking charge on all canceled orders.

10. The Waste2Water System purchased by this PURCHASE AGREEMENT is being constructed specifically for the client named in the PURCHASE AGREEMENT. Any deposits collected upon receipt of order are non-refundable.

11. The document attached hereto titled "Required City Provisions" is included as part of this Agreement.

ESD Waste2Water, Inc.

Signed by:
Signature Jason Shade
86C5138451D5488...

City of Ocala

DocuSigned by:
Signature Ken Whitehead
5677F71E38874F4...

Authorized By Ken Whitehead Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.

City Attorney

REQUIRED CITY PROVISIONS

PUBLIC RECORDS. ESD Waste2Water, Inc. shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, ESD Waste2Water, Inc. shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if ESD Waste2Water, Inc. does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of ESD Waste2Water, Inc. or keep and maintain public records required by the public agency to perform the service. If ESD Waste2Water, Inc. transfers all public records to the public agency upon completion of the contract, ESD Waste2Water, Inc. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ESD Waste2Water, Inc. keeps and maintains public records upon completion of the contract, ESD Waste2Water, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF ESD WASTE2WATER, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ESD WASTE2WATER, INC.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Certificate Of Completion

Envelope Id: 813B74B5-C643-4020-BDC1-750E685234D1

Status: Completed

Subject: FOR SIGNATURE - Biological Water Recycling System (FAC/250920)

Source Envelope:

Document Pages: 4

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/29/2025 8:19:56 AM

Holder: Patricia Lewis

plewis@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Jason Shade

rogermoore007@waste2water.com

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Jason Shade
86C5138451D5488...

Timestamp

Sent: 10/2/2025 9:58:42 AM

Viewed: 10/6/2025 10:40:40 AM

Signed: 10/6/2025 10:41:30 AM

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1702:6070:e51f:5c4:59ed:a68:5699

Electronic Record and Signature Disclosure:

Accepted: 10/6/2025 10:40:40 AM

ID: 3b35d0ec-da25-415c-967b-e528d30c30a0

William E. Sexton, Esq.

wsexton@ocalafl.gov

City Attorney

Security Level: Email, Account Authentication (None)

Signed by:

William E. Sexton, Esq.
4A55AB8A8ED04F3...

Sent: 10/6/2025 10:41:31 AM

Viewed: 10/9/2025 9:58:38 AM

Signed: 11/3/2025 3:33:26 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

Ken Whitehead
5677F71E38874F4...

Sent: 11/3/2025 3:33:27 PM

Viewed: 11/5/2025 8:40:14 AM

Signed: 11/5/2025 8:44:31 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/2/2025 9:58:42 AM
Certified Delivered	Security Checked	11/5/2025 8:40:14 AM
Signing Complete	Security Checked	11/5/2025 8:44:31 AM
Completed	Security Checked	11/5/2025 8:44:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.