

Rebuild-it Services Group
6810 South 300 West, Suite 8
Midvale, UT 84047
www.rebuild-it.com



Rebuild-it
Services Group



PROPOSAL DATE: July 25, 2019

PROPOSAL NUMBER: Q121673-F

PREPARED FOR:

City of Stuart FL WWTP
121 SW Flagler Ave.
Stuart, FL 34994
Attention: Paul Hitchcock
PH- 772-288-1292 X 6
E-Mail: phitchcock@ci.stuart.fl.us

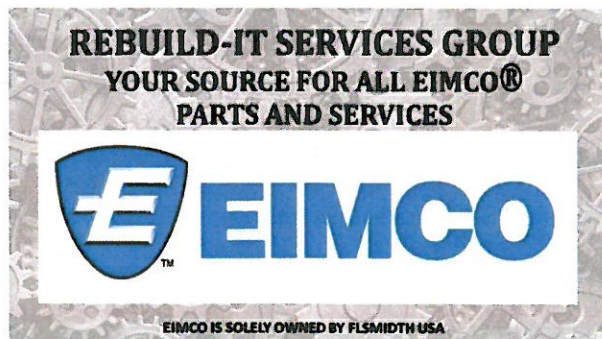
SCOPE OF WORK:

Change order request in addition to original scope of work for (3) clarifiers.

- 25732-01 65' dia. clarifier with C30LT drive unit- Primary
- 25470-01 50' dia. clarifier with C30LT drive unit- Secondary
- 25470-02 65' dia. clarifier with C30LT drive unit- Secondary

PREPARED BY:

Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
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E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com



P R O P O S A L



PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal to request the approval for a change order to the existing scope of work to provide new full trough skimmers and new walkways as outlined below along with our turn-key labor services. Serial Numbers: 25732-01, 25470-01 & 02. The original scope of work is in process under Sales order No. 50537.

CHANGE ORDER TO THE ORIGINAL SCOPE OF WORK:

Pricing for the 65' dia. tank S/N 25407-02

Option for 65' dia. Aluminum bridge: We will use the extra bridge off the 65' dia. clarifier that has two walkways. We will add a new platform and extend the bridge on site. We will ship new parts and some welding will be required. Includes labor services and engineering. We plan to use as much of the existing bridge as possible. Option pricing \$30,456.00

Pricing for the 65' dia. tank S/N 25732-02 to lengthen the existing walkway 5' 6" feet to mount the now longer existing walkway to the back portion concrete pedestal not interfering with the spray system. Pricing includes all welding and new aluminum components, handrail, floor plate and labor. The cutting of the existing concrete pedestal by others. Option pricing \$9,958.00

Pricing for the (2) 65' dia. tanks S/N 25407-02 & 25732-01 to convert to a Full Trough Skimming system (FTS) includes all materials in 304SS. Includes wipers, 304SS fasteners, supports, tie rods and labor installation services. \$37,260.00 for two clarifiers.

Pricing for the 50' dia. tank S/N 25407-01 to convert to a Full Trough Skimming system (FTS) includes all materials in 304SS. Includes wipers, 304SS fasteners, supports, tie rods and labor installation services. Also, (1) new bridge and service platform for the 50' dia. tank in aluminum. Supply and install a new aluminum bridge with handrail and diamond plate, includes all freight and labor services. Pricing \$77,665.00 (A Discount from the scum box credit has been applied to this pricing)

TOTAL PRICING FOR ADDITIONAL OPTIONS DESCRIBED ABOVE: \$155,339.00

SCHEDULE:

Delivery of materials and components: 5-7 weeks.

Removal of drive unit and installation of new components: 4-5 days per clarifier rebuild.



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Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Rebuild-it Services Group, LLC.
P.O. Box 9178
Midvale, Utah 84047
Attention: Candace King, cking@rebuild-it.com

PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. The prices are good for **60** days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. Unless you live in Utah, we are not registered to collect sales tax in your state. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and added to a readily accessible location nearest to jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$900.00 per day plus expenses.

OEM Parts: If applicable RSG will quote OEM factory parts furnished by FLSmidth USA, Inc. FLSmidth owns EIMCO® and Dorr-Oliver™ registered trademarks. FLSmidth is the sole owner of EIMCO® and Dorr-Oliver® registered trademarks and brand names.



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EIMCO & Dorr-Oliver: RSG is the only authorized distributor for EIMCO and Dorr-Oliver parts and services for FLSmidth in the municipal market. No other company is authorized to use the EIMCO or Dorr-Oliver name or trademark unless approved by FLSmidth or Rebuild-it Services Group.

WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

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CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.

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TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions, and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

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If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____	Customer Address: _____
_____	Contact Name: _____
Contact Phone: _____	Contact Email: _____
Signature: _____	Printed Name: _____
Title: _____	Date: _____

PROPOSAL