



Quotation

A Forterra Company

Preliminary Estimate

Project: **Kingston WA - 3030 - Port Gamble Retrofit**

Quote: **9318034WQ1**

Engineer: **MAP Ltd**

Location: **WA Kingston**

Sales Contact: **Jeff Pierce (253) 249-6512**

Owner: **Port Gamble S'Klallam Tribe**

Bid Date: **June 18, 2018 at 5:00 PM**

MWS Unit					
MWS-L-8-12-V-UG CUSTOM HEIGHT 6' 7" Vault Type	1.00	\$69,900.00	EA	\$69,900.00	
				MWS Unit SUBTOTAL =	\$69,900.00
Notes: -- Maximum Pick Weight 45,400 lbs. -- Includes Pre-Assembly of Internals. Some Field Assembly Required by Contractor -- Includes (1) 24" Diameter Parkway Rated Manhole Frame and Cover -- Includes (3) 30" Diameter Parkway Rated Manhole Frame and Cover -- Includes (1) 30" x 48" H-20 Direct Traffic Rated Frame and Cover -- Includes Wetland Media in Super Bags. Media Installed by the Contractor -- Contractor is to match the finish grade in accordance with the approved submittal drawings and approved engineering plans/profiles					
Delivery					
Delivery of MWS FOB Job Site	1.00	\$1,300.00	EA	\$1,300.00	
Delivery of Wetland Media FOB Jobsite	1.00	\$575.00	EA	\$575.00	
				Delivery SUBTOTAL =	\$1,875.00
				GRAND TOTAL (estimated)	\$71,775.00

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NOTES:

- 1) Pricing based upon MAP Ltd plans dated 04/18/2018 (plotted). Pricing subject to change without notice and cannot be guaranteed until final set of construction plans and submittals are approved. Change in design, configuration, sizing, elevations, flow rates or unknown information not disclosed may result in price change. Bio Clean Environmental reserves the right to change price at any time. PRICING DOES NOT INCLUDE TAX.
- 2) LIFTING POINTS: All lifting connection points are located on the exterior per manufacturers' drawings. If the points are required to be located on the interior of the vault, additional fees may apply.
- 3) SITE CONDITIONS: Contractor to provide suitable area for off-loading of vault(s) to include but is not limited to: Appropriate road access to accommodate length, width and weight of truck with the ability to enter and exit site. Contractor is responsible to provide clear/safe area for off-loading of vault(s) -including but not limited to overhead powerlines or any other physical or natural obstruction of which may prevent off-loading or setting of vault(s).
- 4) COST INCLUDES: Vault(s) with all internal components, hatches lids, and WetlandMedia (unless otherwise noted) per manufacturers' drawings. All WetlandMedia will be delivered at date specified by contractor/customer.
- 5) PLANTS: If applicable, contractor is responsible for plant purchase and installation of plants in MWS Vault unless otherwise included in above line item.
- 6) NOT INCLUDED: Cost does NOT include cost of installation of the vault(s) or any curb and gutter work necessary to complete installation. Contractor to offload vault(s) at delivery, along with providing all necessary equipment to offload vault(s). Vault company will not provide any lifting knuckles/rigging or any other equipment necessary to remove vault(s). Contractor is responsible to provide correct type and size of crane to offload vault. Contractor is responsible to place WetlandMedia into MWS after units have been installed. Contractor is responsible to provide suitable place to offload Wetland Media along with taking necessary steps to protect WetlandMedia from being contaminated from sand and dirt exposure. Contractor allotted 1 hour per vault to remove from truck, and 1 hour per truck for Wetland Media delivery. For any overage beyond the allotted hour, contractor will be charged standby time and billed at \$175.00/hr in 15 minute increments.
- 7) SCHEDULING: DELIVERY CAN ONLY BE SCHEDULED VIA EMAIL. NO VERBAL DELIVERY REQUESTS WILL BE ACCEPTED. Contractor will be charged an additional delivery fee if contractor cancels/reschedules delivery WITHIN 72 HOURS of scheduled delivery, excluding weekends on Vaults smaller than 8 foot outside diameter. All Vaults larger than 8 foot diameter will require a notice of 5 working days. WE DELIVER RAIN OR SHINE.
- 8) TERMS: if balance is paid in full within 10 days of invoice date, a 1.5% discount may be taken. ANY PRODUCT WHICH REMAINS UNSHIPED FIVE(5) DAYS AFTER THE AGREED UPON DELIVERY DATE WILL BE BILLED IN FULL. FOR ANY OTHER ADDITIONAL CHARGES, SEE TERMS AT BOTTOM OF CONTRACT. If applicable, Customer agrees to pay an initial 30% deposit upon signature of Contract. Full payment is due and demandable within the agreed upon payment terms of the Contract. Should customer be in default during the on-going construction, Bio Clean has the right to give notice and may stop performance until customer corrects the default within thirty (30) business days.
- 9) STORAGE FEES: PURCHASER MUST TAKE DELIVERY WITHIN THIRTY (30) DAYS FROM AGREED UPON DELIVERY DATE OR PAY THE GREATER OF \$100.00 OR 5% OF THE CONTRACT TOTAL PER MONTH FOR STORAGE FEES.
- 10) By signing this Contract customer agrees to the following; a) Parties agree to all terms contained within the sales contract. b) To take delivery w/in 30 days or of agreed upon date or pay 5% of Contract Total per month storage fees. c) Allow 30 days from filter order for delivery. d) Rush orders subject to 20% rush charge. e) Pay per terms of this Contract or pay monthly service charge of 1.5% of Contract Total plus attorney fees and costs of collection. f) Pricing includes standard liability coverage. Any additional insurance requirements may result in increased costs. g) Traffic Control is not included in contract.
- 11) DISCLOSURE OF CONCRETE WORK REQUIRED BY CONTRACTOR (when applicable): Because of specific site conditions, generally pertaining to a unit being placed on a slope, additional concrete work is required to be done by and at the expense of the installing contractor. The approved submittal drawings will show and call out "curbing" work required to allow the top of the system to match the surface slope and elevations. The dark colored hatch shown in the pertaining views provides details necessary to estimate the work that is required. All "curbing work" shown requires forming, rebar connections, and pouring concrete in place be done by the contractor and the contractors expense.
- 12) If applicable, all DVERT lengths are estimated and may vary pending installation.
- 13) This quote is valid for 30 days.

Sales Contact: Jeff Pierce (253) 249-6512
Prepared By: Jaye Morris (760) 666-3950

Sales Office
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Irving, TX 75062
(972) 262-3600



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TERMS AND CONDITIONS OF SALE: All sales are subject to Bio Clean standard Terms and Conditions of Sale which are attached to this quotation and incorporated by reference herein.

Acceptance: Subject to contract award, we hereby order the required material at the above unit prices and agree to the terms and conditions set forth in this quotation and the Bio Clean Terms and Conditions of Sale incorporated by reference herein.

PURCHASER _____

BY _____

BY _____

Sean Hasan, Sales Manager

TITLE _____

DATE _____

BIO CLEAN

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SALES CONTRACT TERMS AND CONDITIONS

1. PRICE. Unless otherwise expressly provided on the invoice hereof, prices stated herein do not include duties or sales, use, gross receipts, excise or similar taxes and, accordingly, in addition to the price stated herein, the amount of any such present or future taxes or duties or increases therein applicable to the goods covered by this Contract or to the manufacture, production, transportation or sale thereof, shall be added to the price and paid by the Purchaser named on the invoice hereof ("Purchaser") or in lieu thereof, Purchaser shall provide Bio Clean Environmental Services, Inc. ("Seller") with tax-exemption certificates acceptable to the relevant taxing authorities. Unless otherwise expressly provided on the invoice hereof, the prices stated are F.O.B. Seller's factory.

2. PAYMENT. Unless otherwise expressly provided on the invoice hereof, all payments are to be made net 30 days after date of invoice. Seller may at any time require full or partial payment in advance of delivery, or in advance of manufacture, or satisfactory assurances or security from Purchaser that invoices will be paid when due if in Seller's judgment the same at any time becomes necessary. If payment is not made when due, interest at the lower of 1 1/2 % per month or the highest rate permitted by applicable law will be charged thereon and paid by Purchaser from the due date thereof until paid. In the event Purchaser does not pay within the terms of this Contract, all collection costs incurred by Seller, including attorney's fees, will be paid by Purchaser. Time and terms of payment are of the essence and if any default therein be made by Purchaser or if the financial responsibility of Purchaser shall at any time become impaired or unsatisfactory to Seller, Seller shall have the right to terminate this Contract or to defer or to discontinue further shipments hereunder until past due payments are made or satisfactory assurances of Purchaser's financial responsibility are received by Seller (without prejudice, however, to any rights or claims which Seller may have in law or in equity) and such right shall continue irrespective of any prior failure on the part of Seller to exercise such right. Each shipment is to be considered a separate sale.

3. WARRANTY. UNLESS OTHERWISE EXPRESSLY PROVIDED ON THE INVOICE HEREOF, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, SELLER WARRANTS ONLY THAT THE GOODS COVERED HEREBY WILL CONFORM TO THE DESCRIPTION ON THE INVOICE HEREOF, THAT SELLER WILL CONVEY GOOD TITLE THERETO, FREE FROM ANY LIEN OR ENCUMBRANCE, AND THAT SAID GOODS WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE AND PROVIDED SAID GOODS HAVE NOT BEEN REPAIRED, ALTERED OR NEGLECTED AND HAVE BEEN HELD IN NORMAL INDOOR/OUTDOOR STORAGE PRIOR TO INSTALLATION. ANY CLAIM ON ACCOUNT OF DEFECTIVE GOODS OR FOR ANY OTHER CAUSE WHATSOEVER WILL CONCLUSIVELY BE DEEMED WAIVED BY PURCHASER UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO SELLER WITHIN 12 MONTHS OF SHIPMENT OF THE GOODS TO WHICH SUCH CLAIM RELATES. SELLER WILL BE GIVEN REASONABLE OPPORTUNITY TO INVESTIGATE ALL CLAIMS, AND NO GOODS OR PARTS THEREOF MAY BE RETURNED BY PURCHASER TO SELLER UNTIL AFTER RECEIPT BY PURCHASER OF DEFINITE SHIPPING INSTRUCTIONS FROM SELLER. GOODS SO RETURNED WILL BE REPAIRED OR REPLACED WITHOUT CHARGE. SELLER SHALL RESERVE THE EXCLUSIVE RIGHT TO ASSIGN FACTORY REPRESENTATIVES IN THE REPAIR OR MODIFICATION OF GOODS SUPPLIED HEREIN. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO PRODUCTS, ACCESSORIES OR PARTS FURNISHED BY SELLER BUT NOT MANUFACTURED BY SELLER. SUCH PRODUCTS, ACCESSORIES OR PARTS WILL CARRY ONLY THE WARRANTY, IF ANY, OF THE MANUFACTURER THEREOF, AND SELLER HEREBY ASSIGNS TO PURCHASER ALL OF ITS RIGHTS AND INTEREST IN THE WARRANTIES, IF ANY PROVIDED BY THE MANUFACTURERS OF SUCH PRODUCTS, ACCESSORIES AND PARTS TO THE EXTENT THAT THIS ASSIGNMENT IS NOT PROHIBITED BY THE TERMS OF ANY AGREEMENT BETWEEN SELLER AND THE SAID MANUFACTURERS. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES FOR ANY BREACH OF WARRANTY OR ANY DAMAGES FOR NEGLIGENCE OR FOR THE COST OF REMOVAL, TRANSPORTATION OR REINSTALLATION OF DEFECTIVE OR REPLACEMENT GOODS. SELLER'S LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY SHALL BE EXPRESSLY LIMITED TO THE REPAIR OF DEFECTIVE GOODS, OR THE SHIPMENT OF EQUIVALENT GOODS F.O.B. THE SHIPPING POINT INDICATED ON THE INVOICE HEREOF, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF THE GOODS TO SELLER WITH SELLER'S APPROVAL, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER IN ITS SOLE DISCRETION MAY ELECT.

4. DELAYS. The scheduled dates for shipment of the products are estimated based on current and anticipated manufacturing capabilities at the time of quotation and may be quoted as weeks after receipt of order. All delivery dates are estimates only, and Seller shall not be liable for any damages relating to failure to ship the products as of a certain date. Seller shall not be liable for any delay in fulfillment of or failure to fulfill this Contract arising from any factory or labor conditions, fire, failure or delay in

Seller's Initials: _____

Purchaser's Initials: _____

Seller's usual sources of supply by the acts or omissions of Purchaser, its agents, subcontractors or material suppliers, or any cause not reasonably within the control of Seller. In the event of any delay in delivery or failure to manufacture due to a cause beyond Seller's control, unless otherwise agreed, the time for delivery shall be deemed extended for a period equal to the period of delay.

5. TRANSPORTATION AND DELIVERY. Unless otherwise provided on the invoice hereof, all deliveries of goods are F.O.B. Seller's factory and Seller assumes no liability for loss or damage to the goods after delivery for shipment at Seller's factory, and risk of loss with respect to the goods passes to Purchaser at the said F.O.B. point.

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6. INSPECTION. Purchaser shall inspect the products immediately on the arrival thereof, and shall within fourteen (14) days after arrival give written notice to Seller of any matter by reason whereof it may allege that the products are not in accordance with the agreement. If Buyer shall fail to give such notice, the products shall be deemed to be in all respects in accordance with the agreement terms. All products made to special specifications are deemed to be inspected and accepted before shipment is made, and may not be canceled.

7. CHANGE ORDERS. Proposed changes in the goods subject to this Contract, submitted in writing by the Purchaser, will be reviewed by Seller for acceptability and for the effect of the proposed changes on shipping schedules and prices; Seller will submit to Purchaser its decision to accept or not to accept the proposed changes and the amendments to the shipping schedules, selling prices and other terms upon which the proposed changes would be acceptable to Seller; the changes will become effective as amendments to this Contract upon Purchaser's written acceptance of the said amended terms.

8. RETURNS AND BACKCHARGES. Goods delivered hereunder may not be returned by Purchaser without the approval of Seller and the obtaining of appropriate documentation (including return tags) from Seller. All returns so approved are subject to Seller's restocking charge unless otherwise agreed to in writing by Seller. No back charges for repairs, corrections or changes in construction of the product shall be made by Purchaser or accepted by Seller without the prior written approval of an authorized employee at Seller's factory.

9. LIMITATIONS OF LIABILITY. No representation or warranty, expressed or implied, made by any sales representative or other agent or representative of the Seller which is not specifically set forth herein shall be binding upon Seller. Seller shall not be liable for any special, incidental or consequential damages, losses or expenses directly or indirectly arising from the manufacture, sale, or use of the products or from any other cause relating thereto.

10. CANCELLATION. This contract is not subject to cancellation by the Purchaser except with Seller's prior written agreement and after full payment by Purchaser of Seller's cancellation charges which shall be equal to all amounts incurred by Seller for materials, labor and overhead in respect of the canceled goods plus reasonable contract profits.

11. GOVERNING LAW AND JURISDICTION. The Contract has been entered into and shall be construed and enforced in accordance with the laws of the State of California without reference to the choice of law principles thereof. Venue and jurisdiction for any proceedings arising out of the Contract shall lay exclusively in the state and federal courts of San Diego County, California.

12. MISCELLANEOUS. (a) The waiver by Seller of any term, provision or condition hereunder shall not be construed to be a waiver of any other terms, provisions or conditions hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision. (b) This Contract and all questions of validity, interpretation, performance and nonperformance shall be governed by the laws of the State of California. (c) Purchaser is hereby notified of Seller's objection to any of Purchaser's terms inconsistent herewith and to any additional terms proposed by Purchaser in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract unless expressly accepted in writing by Seller. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of goods covered hereby, shall constitute or be deemed an agreement by Seller to any such terms. (d) This Contract, including the terms and conditions on the invoice and reverse side hereof, supersedes all prior negotiations and understandings of the parties and contains the complete and final agreement between Seller and Purchaser concerning the subject matter hereof and no other agreement in any way modifying any of the said terms and conditions will be binding upon Seller unless made in a writing specifically referring to this Contract and signed by Seller's authorized representative.

Seller's Initials: _____

Purchaser's Initials: _____