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DATE: June 20, 2018

TO: Indian River County Utilities

ATTENTION: Richard Meckes
Superintendent
Wastewater Treatment
Department of Utility Services

**SUBJECT: Indian River County Biosolids Dewatering Facility
Lakeside Raptor® Septage Complete Plant Rehabilitation**

Dear Mr. Meckes:

The employees of Lakeside Equipment Corporation are happy to hear the unique Raptor® Septage Complete Plants continue to serve the needs of Indian River County for these many years in such a demanding application. We are pleased to offer this quotation for the rehabilitation of the two (2) systems, based on the replacement needs you have expressed to our district representative, Mr. Fred Trippensee. We propose to provide the following:

REHABILITATION OF LAKESIDE RAPTOR® SEPTAGE COMPLETE PLANT #1

- The Raptor Septage Complete Plant #1 will be purged of debris, placed in a lockout/tagout safe condition. Remaining liquid and solids will be removed and the unit pressure washed. The unit will then be disconnected from the inlet and out piping, disassembled as needed and transported to an offsite nearby facility for rehabilitation.
- Once the Raptor Septage Complete Plant #1 has been removed from the site, the remaining pit area will be pressure washed and cleaned of remaining debris.

The following work will take place with Raptor Septage Complete Plant #1

- One (1) new Raptor Fine Screen Model 31FS-0.25 Type 316 stainless steel will be installed in existing Raptor Septage Complete Plant #1.
- Install one (1) replacement Type 316 stainless steel grit dewatering screw complete with drive assembly, tail bearing, and intermediate bearings.
- Install one (1) replacement Type 316 stainless steel horizontal grit transfer screw complete with drive assembly, tail bearing, and intermediate liner.

- Install ten (10) replacement air diffusers.
- Install two (2) replacement stainless steel gas cylinder lifting supports for tank lid.
- Install one (1) replacement Keller brand water filter.
- Existing Raptor Fine Screen Model 31FS-0.25 (from existing Raptor Septage Complete Plant #1) will be cleaned and shipped back to factory for inspection and overhaul. This unit will then be shipped back for use in existing Raptor Septage Complete Plant #2.
- Reinstallation of Raptor Septage Complete Plant #1 will take place prior to beginning of work on unit #2.

REHABILITATION OF LAKESIDE RAPTOR® SEPTAGE COMPLETE PLANT #2

- The Raptor Septage Complete Plant #2 will be purged of debris, placed in a lockout/tagout safe condition. Remaining liquid and solids will be removed and the unit pressure washed. The unit will then be disconnected from the inlet and out piping, disassembled as needed and transported to an offsite nearby facility for rehabilitation.
- Once the Raptor Septage Complete Plant #2 has been removed from the site, the remaining pit area will be pressure washed and cleaned of remaining debris.

The following work will take place with Raptor Septage Complete Plant #2

- The overhauled Raptor Fine Screen Model 31FS-0.25 from Raptor Septage Complete Plant #1 will be installed in existing Raptor Septage Complete Plant #2.
- Install one (1) replacement Type 316 stainless steel grit dewatering screw complete with drive assembly, tail bearing, and intermediate bearings.
- Install one (1) replacement Type 316 stainless steel horizontal grit transfer screw complete with drive assembly, tail bearing, and intermediate liner.
- Install ten (10) replacement air diffusers.
- Install two (2) replacement stainless steel gas cylinder lifting supports for tank lid.
- Install one (1) replacement Keller brand water filter.
- Reinstallation of Raptor Septage Complete Plant #2.

Existing Raptor Fine Screen Model 31FS-0.25 (from existing Raptor Septage Complete Plant #2)

Existing Raptor Fine Screen Model 31FS-0.25 (from existing Raptor Septage Complete Plant #2) will be cleaned

and shipped back to factory for inspection and overhaul. This unit will then be shipped back to Indian River County for use as a spare assembly.

NOTE: Per our understanding of your discussion with Fred Trippensee, the existing electrical controls, inlet valves, ultrasonic level sensors, wiring to the equipment, are all in good working condition. These items are not included in Lakeside's current scope of supply. If an item is found not to be in working order during our time on site, our personnel will inform you so you can issue a change order for Lakeside to provide the replacement component or determine your course of action.

SHOP PAINTING: Stainless steel parts will not be shop painted. Motors and reducers will receive a shop coat of machinery enamel.

SHIPMENT & COORDINATION OF WORK: Shipment of the new replacement component equipment for both Raptor Septage Complete Plants can be made in 16 to 18 weeks after receipt of approved purchase order by our home office. A timeframe soon thereafter would be coordinated between the County and Lakeside for commencement of the rehabilitation work on Raptor Septage Complete Plant #1 and #2.

PROPOSAL PRICE: Includes service and equipment as stated above.

Lakeside Rehabilitation of Two (2) Raptor® Septage Complete Plants \$427,889

PRICE FIRM: For thirty (30) days from June 22, 2018. Due to the existing environment of the price increases in steel and the volatility of those prices that exist today, the price shown above is a price based on the present day cost of materials. If an order is received after the 30 day time period, Lakeside reserves the right to adjust the pricing to match the cost of materials at the time the order is received.

PAYMENT TERMS: The terms of payment are:

- 50% of the gross amount upon reinstallation of unit #1.
- 50% of the gross amount upon reinstallation of unit #2.

Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

CONDITIONS OF SALE (GIL 91):

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of written proposal. The order will be subject to written acceptance by our company's executive office. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

WARRANTY: Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, is free from defect in material and workmanship, and is of the kind and quality designated or described herein. This warranty shall run to Buyer and, if applicable, such entity specifically identified in the Primary Contract only, but not to their employees, representatives, agents, customers, assignees, etc., and applies to those technical portions of the Engineer's Specifications only to the extent that they are referred to herein. This warranty shall be in full force and effect at the time of shipment of such equipment for a period of one (1) year from the date of shipment. Lakeside will furnish without charge, but will not install, replacements for such parts as it finds to have been defective. The obligation of Lakeside to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give Lakeside notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim more than thirty (30) days after the warranty period shall be valid. The warranty extends to replaced parts of Lakeside's manufacture for ninety (90) days or the remainder of the original warranty period applicable to the parts being replaced.

This warranty shall not apply to:

- A. Any equipment which has been subjected to misuse, neglect, or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without Lakeside's specific written consent;
- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in Lakeside's Operator's Manual for such equipment.
- D. Fuses, lights or other standard wear items.
- E. Electrical damage due to overvoltage conditions.
- F. Damage to machine or components due to lack of implementing the Recommendations on Short-term and Long-term Storage of Equipment guidelines.

No allowances will be made for any such alterations or corrective work done without the specific written consent of Lakeside. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in Lakeside's proposal, is not warranted in any way by Lakeside but carries only that manufacturer's warranty, if any. No representative of Lakeside's has any authority to waive, alter, vary, or add to the items hereof without prior written approval.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

SECURITY INTEREST: Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

DELAYS: We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

LIABILITY: It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

LIQUIDATED DAMAGES: If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

CANCELLATION: Cancellation or suspension of a contract will be accepted only upon terms that will indemnify Lakeside Equipment Corporation against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. Our company may cancel the order prior to or at the time of receiving the final approved drawings if our company deems itself insecure, or determines that it is commercially unreasonable for us to proceed.

CONTRACT: We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and our company's authorized officer.

ARBITRATION: Any controversy or claim arising out of or relating to this transaction shall be settled in Chicago by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof.

CONFIDENTIAL INFORMATION: All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

Our Representative, Mr. Fred Trippensee, will be available to discuss this offering and assist you throughout this project.

Submitted by:

LAKESIDE EQUIPMENT CORPORATION

Steven G. Eckstein
President

QUOTATION ACCEPTED BY:

Sign as Agent for Purchaser

Print Name

Title

Company

Date