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DATE: November 5, 2019

TO: Indian River County Commission
c/o Carter Associates, Inc.
1708 21st Street
Vero Beach, FL 32960

ATTENTION: Kirk Noonan
Project Manager

SUBJECT: Indian River County, Florida
Jones' Pier Conservation Area
Phase 2 Wetland Enhancement and Creation Project
Lakeside Screw Pump Quotation

Dear Mr. Noonan:

Lakeside Equipment Corporation is pleased to offer the following through our Representative, **Trippensee Shaw, Inc., (PH: 863.382.2101)**:

LAKESIDE OPEN SCREW PUMP

For the one (1) 20-inch diameter open Screw Pump, rated at 100 gal/min at 3.5-ft lift, we propose to furnish the following:

- 1 - **20-inch diameter screw** fabricated of Type 316 stainless steel, with one (1) continuous ribbon flight, 8.625-inch outer diameter center support tube, sealed ends and flanged Type 316 stainless steel stub shafts for mounting on both ends. Screw is set at a 30 degree inclination with operation at 17 rpm.
- 1 - **Sealed lower bearing** with a radial spherical roller bearing and a stationary lower stub shaft, lip seals, and split bearing housing shield.
- 1 - **Upper bearing assembly** consisting of split ductile iron housing, separate thrust and radial bearings, spacer, lip seals and bearing mounting plate mounted on a concrete slab. Minimum L10 life of 100,000 hours.
- 1 - **Drive assembly** complete with shaft mounted, double reduction, helical gear unit in cast iron case, with backstop not less than 1.5 service factor based on brake horsepower, (torque arm,) drive and driven sheaves, V-belts and steel belt guard.
- 1 - **1.5 hp**, 1,750 rpm, 3 phase, 60 Hertz, 460 volt, normal starting torque, continuous duty, TEFC motor with gasketed conduit box and adjustable mounting plate for V-belt tightening.

1 - Fabricated Type 316 stainless steel deflector plate.

1 - **Set of anchor bolts**, stainless steel, for torque arm support bracket, deflection plates, and the upper and lower bearing base plates.

Approximate shipping weight of the unit is 1,600 lbs.

EXCLUSIONS: The following are not included in this offering:

- Unloading, hauling or storage
- Concrete work or installation
- Grouting materials or grouting operation
- FRP panels across trough
- Electrical controls (i.e. starters, disconnect switches, etc.)
- Electrical conduit, wiring, and supports
- Level sensor
- Finish painting
- Lubricating oil or grease (or grease guns)
- Spare parts
- Tools

GROUTING MATERIALS: Lakeside Equipment shall loan to the contractor additional sheave(s) and belts as required to operate the screw at a reduced speed for grouting the trough with the screw pump drive. There is a \$400 charge for grouting sheaves and belts not returned freight prepaid to Lakeside Equipment.

ERECTION DATA: The contractor will set the anchor bolts in the influent chamber and for the upper bearing and drive assembly. The screw and bearings must be carefully aligned. We estimate a total of 50 man-hours for installation of the screw and alignment of the screw and bearings for each pump. This does not include the time and manpower required for grouting in the screw pump troughs

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

SHOP DRAWINGS: We will furnish one (1) electronic copy of drawings for the equipment without charge. The reviewed drawings are to be returned to us with the notations or approval stamp of the Engineer. Drawings will require 4 to 6 weeks after receipt of an order and complete information, including plans and specifications, field dimensions or verification of field dimensions, which are to be provided at no cost to Lakeside.

SHIPMENT: Shipment can be made in 12 to 16 weeks after receipt of approved drawings by our home office.

INSTRUCTION BOOKS: One (1) electronic copy of the installation, operation, lubrication and maintenance book will be furnished before shipment of the equipment.

SERVICE: Inspection of the installed equipment can be made following notice by you that you are ready for such service. The cost of two (2) days of service in one (1) trip is included in our proposal price.

Additional service is available at the rate of \$1,000/day plus living and travel expenses.

PROPOSAL PRICE: Includes service as stated above and is F.O.B. our shop with freight allowed to job site.

One (1) Lakeside Screw Pump \$73,361

PRICE FIRM: For thirty (30) days from November 1, 2019. 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 Net 30 days for material shipped, or when ready for shipment if shipment is deferred by you.

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.

COUNTY DIRECT PURCHASE: Lakeside Equipment Corporation will accept a standard Purchase Order from Indian River County for the purchase of the pump.

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 bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. 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.

PROPERTY INSURANCE-RISK OF LOSS: You shall provide and maintain in responsible insurance companies, at your own expense, insurance against loss or damage to the equipment by fire or other casualty from and after the time of delivery to the carrier at point of shipment. Upon request you will provide certificates evidencing such coverage. Such coverage shall be for the amount of this contract, shall cover the equipment specified herein, and losses, if any, shall be payable to us as our interest may appear, under Union or Standard loss payable endorsements. Irrespective of such insurance coverage, you shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment. If you should fail to provide such insurance, we may obtain the same and the cost of the premium therefore shall be added to the purchase price.

CHANGES & DELAYS: If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto.

Our proposal is based on present day cost of materials and furnishing our equipment in accordance to our schedule indicated above. If delays greater than 90-days are experienced for review/approval of shop drawings or if there is delay on release of equipment to go into fabrication, you will reimburse Lakeside for any additional expense that may result from such cause.

Shipment must be accepted when ready to avoid storage charges. If refused when ready, storage plus handling charges will be added to the above price. Partial shipments must be accepted when ready and paid for in accordance with terms shown above.

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.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use or resale of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and

- B. Such charge does not arise as a result of any modification of the equipment by you or the combination thereof of you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and
- E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

CLAIMS: Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Lakeside to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LAKESIDE EQUIPMENT CORPORATION assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

TRANSPORTATION EXPENSE: Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting our trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

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.

INSTALLATION REPRESENTATIVE: At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Lakeside Equipment Corporation.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All services performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

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, **Trippensee Shaw, Inc., (PH: 863.382.2101)**, will be available to discuss this offering and assist you throughout this project.

Submitted by:

LAKESIDE EQUIPMENT CORPORATION

Steven G. Eckstein
President