

PROPOSAL NO. 122451

October 10, 2019

PREPARED FOR:

Scotia Community Service District
400 Church St/P.O. Box 104
Scotia, CA 95565
Att: Brandon Wishneff
707-764-3030



PROJECT:

Supply of a 30' clarifier with turn-key installation and the removal of the existing clarifier

PROJECT LOCATION:

849 Williams St
Scotia, CA
Scotia WWTP

PROPOSAL PREPARED BY:

Rebuild-It Services Group, LLC
6810 South 300 West, Suite 8
Midvale, Utah 84047
John Lull
Phone: (385) 235-6925
Mobile: (949) 606-6591
jlull@rebuild-it.com

LOCAL SALES ENGINEER:

Rebuild-It Services Group, LLC
Dana Point, CA
John Lull
Mobile: (949) 606-6591
jlull@rebuild-it.com



PROJECT SUMMARY:

Rebuild-it Services Group, LLC (RSG) is pleased to present this proposal for the supply of a new 30' clarifier mechanism with turn-key installation and removal of the existing clarifier.

SCOPE OF SUPPLY:

Rebuild-it Service Group, LLC (RSG) presents our offering of the supply of a new 30' clarifier mechanism with installation and the removal of the existing mechanism. All steel components for this project will be shop blasted, primed and painted with two coats of Tnemec prior to shipping.

The following is included

- Supply one BM21 drive w/control panel
- Supply one 30' clarifier mechanism w/stainless steel squeegees
- Supply of a full span walkway w/FRP grating and aluminum handrail
- Supply one scum box w/supports
- Installation of clarifier mechanism
- Installation of electrical wires and conduit to the tank wall edge
- Start up and commissioning of clarifier
- Removal of the existing clarifier drive
- Removal of existing clarifier mechanism
- Removal of the scum box
- Removal of the existing walkway
- All debri will be loaded into containers and shipped off site

The following is not included

- Piping to the clarifier
- Concrete repair (a change order can be issued if repairs are needed)

PRICING:

Clarifier:

Supply, installation and Removal of the 30' clarifier as described above..... \$217,982.00

Proposal No. Q122451



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

Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
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: Estimated shipment time is (see above) after purchase order is received in our office.

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: As applicable RSG will supply OEM factory parts furnished by FLSmidth USA, Inc. FLSmidth owns EIMCO® and Dorr-Oliver™ registered trademarks.



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 one (1) year following initial start-up, or one (1) year 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.

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.

Proposal No. Q122451



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.

Proposal No. Q122451



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: _____

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 1031473

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. ([hide/show disclaimer](#))

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

REBUILD-IT SERVICES GROUP LLC
6810 SOUTH 300 WEST STE 8
MIDVALE, UT 84047
Business Phone Number:(888) 709-5676

Entity Ltd Liability
Issue Date 09/28/2017
Expire Date 09/30/2021

License Status



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company 6550 S Millrock Suite, #300 Salt Lake City UT 84121	CONTACT NAME: Juli Jensen	
	PHONE (A/C. No. Ext): 801-937-6793	FAX (A/C. No):
E-MAIL ADDRESS: jjensen@buckner.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: Workers Compensation Fund		10033
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED REBUSER-01
 Rebuild-IT Services Group, LLC
 6810 South 300 West
 Midvale UT 84047

COVERAGES

CERTIFICATE NUMBER: 1122498086

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	5X62785	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5X62785	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	5X62785	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		Y	3518296	3/1/2019	3/1/2020	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Installation Floater			5X62785	3/1/2019	3/1/2020	\$1000 Ded	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

To whom it may concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REBUILD-IT SERVICES GROUP CUSTOMER CONTACT LIST FOR THE PACIFIC NORTHWEST

- **Camas, WA WWTP-** Rebuild of EIMCO® Thickener – major parts and on-site inspection and check out services.
 - (4) parts orders and (1) order for on-site training of all clarifiers. EIMCO®, WesTech and Hi-Tech.
 - Contact: Bob Busch Ph- 360-834-3263

- **Troutdale, OR WWTP-** (2) WesTech 31” Drive rebuilds with Turn-key Labor Services. Including field service check out and start-up service. 2016 & 2017
 - Contact: Greg McIntire Ph- 503-492-3289 Mobile: 503-380-1312

- **Juneau, AK WWTP-** The supply new Aeration equipment and new gearboxes
 - Contact: Brian Koelling Ph- 907-723-8538
 - RSG is preferred parts supplier

- **Florence, OR WWTP-** (2) Drive Rebuild with Turn-key Services 65’ dia. clarifier 2016 & 2018
 - Contact: Gary McLauchlin or August Murphy Ph- 541-997-2611
 - Repeat customer

- **Cheney, WA WWTP-** Replacement of (2) EIMCO® C30 worm drive assemblies- 60’ dia. Clarifiers.
 - Contact: Mike Hooe Ph-509-498-9304
 - Future parts orders

- **Tillamook, OR-** (2) EIMCO® Clarifier repairs including materials and Turn-key labor services.
 - Contact: Eric Manning Ph- 503-374-1827
 - Parts supplier

- **Salem, OR-** Installed (4) drives and supplied (4) new service platforms. 2018
 - Contact: Glenn Putman PH: 503-588-6380

- **Puyallup, WA WWTP-** Drive Replacement with Turn-key Services 35’ dia. WesTech clarifier
 - Contact: Kirk Elliott

- **Coos Bay, OR WWTP-** Supply of new garmotors for Clarifier.
 - Contact: George Wood

- **Sandy, OR WWTP-** Multiple parts orders for Garmotors and Clarifier parts.



- Contact: Bruce McClelland
- **Oregon City, OR-** New Dorr-Oliver® pump and components (multiple orders)
 - Contact: Devin Page
- **Tigard, OR WWTP-Clean Water Services.** Inspection of Secondary Clarifier, engineering analysis and recommendation for repair. 2017 & 2018
 - Rebuilding of existing C54 Drive unit
 - Contact: Randy Naef
- **Medford, OR WWTP-** Parts order for Trickling Filters.
 - Jason Dickenson
- **Port Angeles, WA WWTP-** Parts order for clarifiers.
 - Contact: Gary Richmond
- **Yakima, WA Training Center WWTP-** (5) Replacement Gearmotors and services.
 - Contact: Mike Lonsford
- **Cascade – St. Helens, OR-** Replacement of (1) 200' dia. thickener with our turn-key services. (2) projects 2018 & 2019
 - Contact: Rory Moore
- **Silverton, OR-** Rebuilding of Walker Drive- turn-key labor services.
 - Contact: Steve Starner
- **Tillamook Dairy Co-op- Tillamook, OR-** Replacement of 45' dia. clarifier with our labor services. 2019
 - Contact: Andrew Weyman
- **Edmonds, WA-** Several Parts orders 2018
 - Contact: Robert Slenker

Pending new jobs in 2019:

- Pasco, WA (2) Walker drive rebuilds for 95' dia. clarifiers
- Dallesport, WA- Clarifier drive replacement and launder covers
- Camas, WA – 30' dia. Thickener replacement project
- Newport, WA- Drive rebuilds – turn-key labor
- Canby, OR – new 50' dia. clarifier

CONFIDENTIALITY:

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