



**CITY OF BULLHEAD CITY, ARIZONA
UTILITIES DEPARTMENT**

**SECTION 10 WRP
CLARIFIER 3 AND RAS/WAS PUMP STATION
IMPROVEMENTS**

PROJECT NO. 26-U-004

ADDENDUM NO. 3

January 28, 2026

26-U-004
SECTION 10 WRP
CLARIFIER 3 AND RAS/WAS PUMP STATION IMPROVEMENTS
Addendum No. 3

The attention of the bidders is called to the following changes and clarifications to the original contract specifications and they shall be taken into account in preparing proposals and shall be part of the Bid/Contract Documents.

The following changes and clarifications are to be made and become part of the Bid/Contract Documents. The changes and clarifications are as follows:

This Addendum includes a Revised Bid Schedule.

Questions received:

ADMINISTRATIVE:

1. Please confirm that no domestic material requirements are associated with this project (AIS, BABAA, etc.).

Response: The City is considering obtaining a Water Infrastructure Finance Authority (WIFA) loan for the project. If the City obtains that loan, then American Iron and Steel (AIS), federal Davis Bacon wage rates, and certified payrolls would be required. In the enclosed revised bid schedule, a deductive line item has been included; if the City does not obtain the WIFA loan, then these items would not be required. The Contractor should include the amount that would be deducted from the contract for not having to meet these specific WIFA requirements. See revised Article 3 – Bid Schedule enclosed with this addendum.

2. Please confirm that no required wage rates or certified payroll are associated with this project.

Response: See previous response for clarification.

3. Is an additional site walk possible? If so, we would like to schedule a site visit.

Response: An additional site walk has been scheduled per Addendum No. 2. However, the time has passed for questions and no questions will be answered at the site walk.

SCHEDULE

4. If this project has to be broken into 26' and 27' fiscal years, is there a way to show the phasing on the drawings between what is needed to be completed by this fiscal year and next?

Response: A Notice to Proceed is anticipated to occur around February 18, 2026.

The Contractor shall, at a minimum, install the Owner-supplied clarifier equipment for Clarifier #1 and Clarifier #2 by June 30, 2026. The new clarifier (Clarifier #3), RAS/WAS piping, pump, and building improvements must be completed no later than May 1, 2027. Work completed after May 1, 2027, will be assessed liquidated damages per the amount listed in the bid documents.

5. The bid form states 180 calendar days from NTP, we do not feel that is enough time for our scope of work along with the fact that another project is being constructed in close proximity to our work. Is the City open to letting the bidders tell them how long the construction duration will take on the bid form?

Response: See previous response.

6. Based on current market conditions, 180 days may be insufficient to complete this project. Is there a possibility an alternate completion schedule may be considered?

Response: See previous response.

BID FORM

7. Taking a look at the Bid schedule there are 20 items total which is great, however we are seeing only one bid item for an alternate (Additive Alternate No. 1) but on the plans we are seeing a second alternate on the plans - sheet C-3 (Additive Alternate 2) by clarifier 3. Should we add an additional bid item for this alternate? Please let us know how you'd like us to proceed with this. (C-3, 40 05 10)

Response: See Revised Bid Schedule included with this addendum.

8. Specification section 01 11 00 states "Installation of a mixer in either a new manhole or the clarifier splitter box." The drawings show a mixer installed as a bid alternate in the SE Manhole. Is the splitter box mixer a bid alternate as well?

Response: The installation of the mixer in the splitter box is considered part of the base bid and should be included in Bid Item No. 16. For Additive Alternative No. 1, the Contractor should include any additional cost for the installation of the mixer in the new manhole at this alternate location.

9. Drawing C-3: There is 24" SE pipe for Additive Alternate #2, but there's no Additive Alternate #2 in the bid schedule. Is this going to be part of this project? If so, where do we include the cost?

Response: See Revised Bid Schedule included with this addendum.

OWNER SUPPLIED EQUIPMENT

10. Do clarifiers 1 & 2 have existing concrete coating?

Response: No, the Contractor should plan to install a new coating, as specified and shown on the Drawings, on the inside of each clarifier as part of this project. See Drawing M-8, Detail 1 and Section 09 90 00, System No. 17.

11. Are clarifiers 1 and 2 able to be drained fully using existing piping without the need for additional pumping?

Response: Additional bypass pumping will be required by the contractor. Bypass can occur from the clarifier splitter box to the influent pump station while each clarifier is taken down for service. This pumping can last a maximum of 14 days per clarifier before the clarifier must be returned to service. The City did an emergency repair to a clarifier in 2025 and found that a bypass pumping rate of 1200 gpm during the peak hour was sufficient to maintain the plant flows. Coordination with the plant operators will be required to manage plant flows during this time. The operators will also explore lowering the MLSS concentration prior to the start of bypass pumping to help manage loading to the single clarifier during this period.

12. Will the clarifying equipment come pre-coated from the manufacturer? Please provide us with a copy of the Purchase Order for the clarifying equipment so we can verify finishes and equipment.

Response: Purchase orders for the three clarifiers are provided, and each purchase order lists the responsibilities of the owner and WesTech. The contractor will support the owner on the items listed as the owner's responsibility.

13. Are the pumps in the RAS/WAS building going to be provided? I know internal parts of the clarifier will be provided. I'm just seeing asterisks that aren't super clear on the plans and the spec sheet.

Response: RAS/WAS pumps are to be provided by the contractor.

14. Can you please confirm if the V-Notch Weir is included in the provided clarifier equipment? In the spec it looks like it will be included but the plans do not indicate that it will be. Please confirm (M-8, 46 05 50)

Response: WesTech supplies the V-notch weirs for all clarifiers. See the purchase orders provided.

15. Please confirm the scope of work items below.

- We are furnishing and installing the new prestressed clarifier structure under this contract?

Response: Yes

- We are not furnishing the clarifier mechanism and any items marked with (**) but we are installing them?

Response: This is true for the clarifier mechanisms and equipment identified in Specification 46 05 50. All three proposals for the clarifier equipment are included with this addendum. However, pumps in the RAS/WAS room are to be supplied and installed by the Contractor.

- We are furnishing or installing all items marked with (*)?

Response: This is true for the prestressed clarifier. The single asterisk note on Sheet E-2 is in error and should be removed.

16. Section 43 05 50 and March 28, 2025 WesTech Proposal for Clarifier No. 3:

- a. Please confirm the radius to the flat region of the center for the sludge withdrawal ring of 9'-0" or 18'-0" diameter (20% of tank diameter per WesTech Proposal for Clarifier No. 3).

Response: The radius is 18 feet as per WesTech and M-8. (Please note that the 11 x 17 drawings will print at half scale.)

- b. Please confirm the weights provided in the WesTech Proposal are appropriate for the center pier design. Please provide summary of loads to center of pier and to the tank wall.

Response: The weights are entirely in WesTech's control and must be coordinated with WesTech during the submittal process. Contractor may contact WesTech to obtain this information anytime.

- c. Please provide the radius, quantity, embedment depth, and diameter of center column bolts into the center pier.

Response: This information will be provided as part of the submittal process. Contractor may contact WesTech to obtain this information anytime.

- d. Please provide necessary embedment depths for all other anchorage of items to the tank, including but not limited to the scum box, scum box supports, weir, baffles, walkway, etc.

Response: This information will be provided as part of the submittal process. Contractor may contact WesTech to obtain this information anytime.

- e. The AWWA D110 Type III tank utilizes a waterstop at the floor-wall connection embedded in a 12" tall curb with an internal diameter of 88'-10". Please confirm there are no issues with the rake mechanism to accommodate this.

Response: M-8 shows the WesTech equipment as provided in a 3D drawing by WesTech. Based on the rake dimensions shown, there is no conflict between the rake and the curb (note that curb shown is smaller than indicated in the question above but the larger curb would still fit). This can be verified during the submittal process.

- f. The WesTech Proposal for Clarifier No. 3 lists slightly different tank side wall and water depths. Please confirm that the dimensions and elevations listed in the drawings are correct.

	WesTech Proposal	Contract Drawings
Tank Side Wall Depth	17-foot	17.17-foot (Including 2-inch of Grout)
Tank Side Water Depth	15-foot	15.27-foot (Including 2-inch of Grout)

Response: We understand the WesTech proposal dimensions to refer to clear space above the grout. Therefore, the prestressed concrete tank dimensions include an additional 2 inches to accommodate the grout layer.

CLARIFICATIONS

- 17. Clarification question on the HVAC items –(Bid Item 10). We wanted to confirm the City wants pricing for what is reflected on the MEPs vs the structural plans (MEPS quantity 2 for Mini-Splits & Heat Pumps (pg 36 of plans), Structural quantity 1 (pg 23 of plans)). (H4, 39 of 60, S-4, 23 34 23)

Response: Yes, the contractor will be responsible for providing the HVAC systems at the quantities as detailed on H-4.

- 18. Bid item 14 Process interconnections – is this going to have everything in division 40? Pipe, valves, gates, etc.?

Response: Yes, the intent is that Bid Item 14 will include all Division 40 items to complete the work shown on the plans, excluding those items specific to Additive Alternates No. 1 and No. 2. Division 40 items for the additive alternates should be included in those respective bid items.

- 19. Bid item 15 Process liquid and gas handling – is this going to be everything in division 43? Pumps and clarifier?

Response: Yes.

20. "The mixer from section 46 41 41 does not say how long the mixer shaft needs to be and the drawings show no length or associated elevations. The specifications indicate to look at the drawing for the shaft length but again no length is noted or elevations." Can we please get some dimensions/depths/lengths on the mixer that is being installed please? (C-11, 46 41 41)

Response: For a mixer installed in the new splitter box, the shaft shall be 6 feet long. If Additive Alternate 1 is awarded with the mixer installation in the new manhole, the shaft shall be 14 feet long. Intermediate supports shall be provided as per the mixer manufacturer's recommendations.

21. Drawing C-1: May the excavation for Clarifier 3 extend beyond the limits of the west fence line?

Response: Yes, it is anticipated that the excavation for Clarifier 3 will extend beyond the revised fence location shown on C-1. Upon completion of backfilling of the new clarifier, the fence and disturbed flood berm shall be installed as shown on C-1.

22. Section 43 41 65: Please confirm that pressed concrete standard exterior coating consisting of a non-cementitious high build 100-percent acrylic resin polymer such as "Tammscoat Smooth" textured protective coating or equal is acceptable on the above-grade portions of the tank wall exterior.

Response: Yes, that is acceptable on the above-grade portions of the tank wall exterior.

23. Sheet M-8, Detail A: Please confirm that the tank under-floor concrete pipe encasements are to have formed straight sides around the entire vertical and horizontal portions as shown in Detail 3014 on Sheet SD-2.

Response: Yes, the intent is for the concrete pipe encasements to be formed with straight sides as shown on SD-2, Detail 3014. The prime contractor will be responsible for the excavation, so the maximum amount of concrete required will depend on their excavation practices.

24. Sheet M-8, Key Note 4: Please confirm that the tank manufacturer can design the center pier including construction joints and waterstop placement as needed. We recommend the waterstop be placed vertically as needed in the center pier for constructability purposes.

Response: Yes, the prestressed tank manufacturer will design the center pier, including construction joints and waterstop placement. The review of the final placement will be completed during the submittal phase of the project.

25. Please provide the design flood elevation at the proposed clarifier location. Per the FEMA

flood maps, the clarifier is in Zone AO (Depth 1).

Response: Upon completion of the project, the proposed clarifier will be located behind the flood wall once rebuilt by the contractor in the area disturbed by the new clarifier. The clarifier will be outside the floodplain and not located in Zone AO.

SPECIFICATIONS:

- a. Section 01 29 76 Measurement and Payment: Modify Items 4 to 16 to read **Items 4 to 12**. Modify Item 17 – Owner Contingency to read **Item 21 – Owner Contingency** to align with the new Article 3 Bid Schedule provided with this addendum.
- b. Section 43 41 65, Part 2.09.B.4. **Add** the word “**Interior**” at the start of the sentence.
- c. Section 43 41 65, Page 17, Part 3.04.F: Please clarify is 30-mil polyethylene liner is required below the tank as this is not indicated in the drawings.

Response: A 30-mil polyethylene liner is not required. Remove this requirement from Section 43 41 65, Part 3.04.F.

- d. Section 43 05 50 Installation of Owner Furnished Equipment, Division 46 00 00 – Water and Wastewater Equipment. **Rename this specification to Section 46 05 50.**

PLANS:

- A. Sheet M-7: **Effluent box dimensions are as follows:**
 - a. **Width: same as the launder.**
 - b. **Length: 4’ at centerline**
 - c. **Depth: as per Section B**
- B. Sheet M-8: Please confirm that elevations for the proposed Clarifier No. 3 do not need to match the existing clarifiers on site.

Response: The weir v-notch elevation of Clarifier 3 must match the weir elevation of the existing clarifiers. (Weir elevation is defined as the elevation of the point (bottom) of the V.) Therefore, the structure overall must essentially match existing clarifier structures in elevations.

- C. Sheet M-8, Detail A: Please confirm the tank floor low point elevation at the center is 490.68 below the grout topping.

Response: This is correct.

- D. Sheet M-8, Detail 1: Please provide the top of concrete elevation of the launder interior wall. Additionally, please confirm the required width and depth dimensions of the launder.

Response: The top of the launder wall that will support the weir is at elevation 508.90. Launder depth (floor elevation) is shown in Section C on M-8. Launder width interior width is 2 feet.

- E. Sheet C-3: **Add a 24" plug valve in the 24" SE coming from Clarifier 3. Locate the valve just west (upstream) of the connection of the 24" SE main with the 24" SE coming from Clarifier 2.**

-end-

This addendum must be included in the bid proposal for the proposal to be valid.

Acknowledgement: _____
Signature

Date

ARTICLE 3 – BID SCHEDULE (REVISED)**PROJECT NO. 26-U-004**

3.0 BID SCHEDULE

CONTRACT FOR: SECTION 10 WRP CLARIFIER 3 AND RAS/WAS PUMP STATION IMPROVEMENTS
 – Project No. 26-U-004

The undersigned bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price and totals will be revised to reflect the corrections.

Bid Item	Spec #	Quantity	Unit	Description	Unit Cost	Total Cost
1		1	LS	Mobilization – Demobilization (no more than 3% of total bid)		
2		1	LS	Taxes, Bonds and Insurance		
3		1	LS	General Requirements		
4	02 01 90 02 41 10 02 41 20	1	LS	Existing Conditions		
5	03 11 00 03 15 00 03 20 00 03 30 00	1	LS	Concrete		
6	05 12 00 05 14 00 05 50 00 05 52 00 05 53 00	1	LS	Metals		
7	07 11 13 07 90 00	1	LS	Thermal and Moisture Protection		
8	09 90 00	1	LS	Finishes		
9	10 14 00	1	LS	Specialties		
10	23 05 93 23 31 13 23 33 30 23 24 23 23 81 26	1	LS	HVAC		
11	26 00 10 26 00 50 26 05 19 26 05 26 26 05 29 26 05 33 26 05 44	1	LS	Electrical		

	26 05 53 26 09 23 26 27 26 26 28 13 26 28 16 26 29 23 26 43 13 26 51 00					
12	31 11 00 31 23 00 31 23 23 31 23 33	1	LS	Earthwork		
13	32 10 10 32 12 16 32 40 00	1	LS	Exterior Improvements		
14	40 02 05 40 05 10 40 05 10.03 40 05 10.09 40 05 10.12 40 05 10.14 40 05 10.30 40 05 53 40 05 55 40 05 59.13 40 05 59.23 40 60 10.03	1	LS	Process Interconnections		
15	43 26 16 43 41 65	1	LS	Process Liquid and Gas Handling		
16	46 05 50 46 41 41	1	LS	Wastewater Equipment		
17	46 05 50	1	LS	Rehabilitation of Clarifier No.1		
18	46 05 50	1	LS	Rehabilitation of Clarifier No.1		
19	02 41 20 03 33 00 05 53 00 09 90 00 31 23 33 32 10 10 32 12 16 32 40 00 40 02 05 40 05 10 40 05 10.14 46 41 41	1	LS	Additive Alternate No.1		
20	31 23 33 32 40 00 40 02 05 40 05 10 40 05 10.14	1	LS	Additive Alternate No. 2		

21		1	LS	Owner Contingency (10%)		
TOTAL PROJECT						

Total Bid Amount (Items 1 through 2 above): _____(In Words). (\$_____.00) Calendar Days Vendor requires to Complete Total Project: **Clarifier No.1 and Clarifier No. 2 by June 30, 2026 (approximately 130 Calendar days or less after Notice to Proceed) and Clarifier No. 3 by May 1, 2027 (approximately 425 Calendar days or less after Notice to Proceed).** This Proposal is submitted by _____, a corporation or limited liability company organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as _____ and is the holder of Arizona Contractor's License No.\ _____: Bullhead City License No:_____ (City License not required at time of Bid but must be obtained prior to issuance of Notice to Proceed.)

Deductive: Total Bid Amount if the requirements for AIS, Davis Bacon wage rates, and certified payrolls for the Water Infrastructure Finance Authority (WIFA) are removed from the project by the City.

_____ (In Words). (\$_____.00)

Respectfully submitted,

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone

Telephone

Email

Email

Fax

Fax

Proposal

Bullhead City WWTP

Bullhead City, Arizona

Representative

Dan Bertschman
Goble Sampson
Mesa, AZ
dbertschman@goblesampson.com
(480) 969-3667

Owner

Bullhead City

ONE (1) MECHANISM REPLACEMENT FOR WESTECH COP CLARIFIER

Contact

Justin Saltzgeber
jsaltzgeber@westechwater.com
(801) 631-0962

Jeff Flitton
jflitton@westechwater.com
(801) 290-1208

Proposal: 2493366 F_Rev2 Tuesday, April 8, 2025

WESTECH[®]





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- Pricing
- Payment Terms
- Schedule
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Warranty



Terms and Conditions





Technical Proposal

Item A – One (1) Mechanism Replacement for WesTech COP Clarifier 90’ Dia. Model COPC1A

WesTech shall supply One (1) replacement mechanism on a WesTech 90’ COP Clarifier Model COPC1D, Serial No. 5114B, at Bullhead City WWTP in Bullhead City, Arizona. This proposal includes a design change going from a Ducking Skimmer to a Baffle Skimmer which changes the Model number to COPC1A. This proposal also includes replacement of Weirs and Baffles, Density Current Baffle, and Control Panel

Summary

Item	Unit
Number of Mechanisms	1
Tank Diameter	90 ft

Detailed Scope of Supply

Item	Unit	Qty	Size/Description	Material
Drive Unit	each	1	C31 with Torque Control Device	Steel
Center Influent Column	each	1	With Influent ports	Steel
Feed Well with Supports	set	1	With baffled scum ports and skimmer blade	Steel
Energy Dissipating Inlet Well	set	1	With multiple inlet gates and supports	Steel
Drive Cage	each	1	Square	Steel
Rake Arms	each	2	With spiral blades, sludge scraper blades, and squeegees	Steel
Sludge Withdrawal Ring	each	1	With sludge ports and discharge	Steel
Skimmer Blades	set	2	With skimmer arms and supports	Steel
Hinged Scum Skimmer Assembly	each	2	With 4’ blades, wipers, and hinged skimmer arms	304
Scum Box Assembly	each	1	With 4’ wide beach, drop box, and supports	Steel
Scum Flushing Valve Assembly	each	2	With activation arm	UHMW/SS
Anti-rotation Baffle	each	1	Frame support and baffles	Steel/Neoprene
Weirs and Baffles	lot	1	V-notch 9” weirs, 12” Baffles, with supports and hardware	FRP
Density Current Baffles	lot	1	With supports and hardware	FRP
Fasteners	lot	1	As required	Steel/304 SS
Control Panel Assembly	each	1	NEMA 4X	304SS



Technical Proposal

Drive Unit Details

Description	Proposed Unit
Drive Type	C31 Cage Drive
Housing Material	Steel
Continuous Rated Torque (ft·lbs)	19,000
Rake Speed (RPM)	0.05
Motor Size (HP)	1/2
Motor Speed/VAC/Hz/Phase	1800 RPM/230/460V/60Hz/3 Ph
Torque Control Settings (ft·lbs)	Alarm: 19,000 (100%) Motor Cutout: 22,800 (120%)
Main Gear and Pinion Lubrication	Grease
Main Bearing Lubrication	Grease
Attachment Points to Column & Cage	Same as Existing Drive

Electrical and Controls Equipment – Clarifier Control Panel

Parameter	Value
Quantity	1
Enclosure	NEMA 4X, 304 stainless steel wall-mount
Required Power Supply	480 VAC, 3 phase, 60 Hertz
Motor Starter	Included
Components	Door mounted off/on switch Run light and motor cutout light Thermal overloads Control relays Timer Terminal blocks Fuses
Alarms	Top mounted, amber strobing alarm light and horn to indicate high torque condition Alarm silence and reset pushbuttons
Level of Assembly	Wiring for field connections brought to terminal strip All interconnecting wiring is to be by others

Items NOT Included in WesTech’s Base Scope of Supply:

- Piping, Valves, or Fittings
- Wiring





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- Lubricants
- Unloading or storage
- Erection or assembly – unless purchased as part of this proposal
- Concrete work
- Any field paint, touch-up, and repair to shop painted surfaces

Additional Information

- A submittal will be sent for customer review. The submittal will consist of general arrangement drawings.
- One (1) electronic PDF copy of the Operation & Maintenance Manual is included.

Item B – Install One (1) COP Clarifier Mechanism

WesTech shall provide the manpower, supervision, and tools to remove the existing mechanism and install the new WesTech equipment on a 90- foot diameter WesTech COP Clarifier Model COPC1A at Bullhead City WWTP in Bullhead City, Arizona.

Installation of Equipment

On-Site Removal & Erection

Details	Description
Site Location	Bullhead City WWTP
Equipment Location	Tank Open with Close Crane Access to the Tank
Labor Type	Non-union – The foreman will be the crew lead for quality and safety
Work Schedule	50 hours/week, 5 days/week, day shift – site access 24/7
Scope of Items Erected	QTY (1) Clarifier Mechanism– Remove existing & install new

Item	Task	Owner	WesTech
1.00	Project Services		
1.20	GA Drawings		✓
1.30	Project Management		✓
1.35	Civil work – Pipe / underground protection	✓	
1.37	Site Training – ½ day allowed	✓	
1.40	Mobilization / Demobilization		✓
1.60	Supervision & Quality control		✓
1.70	Safety and Coordination – any dedicated safety personnel	✓	
1.71	Operation & Maintenance Manuals		✓



Technical Proposal

1.73	Equipment Check-out and Calibration (if power is connected)		✓
1.78	Storing / Receiving / Transporting to work area	✓	
2.00	Site Work		
2.10	Permits – any necessary	✓	
2.11	Gaskets & bolts for interconnecting piping to WesTech nozzles	✓	
2.12	Grouting of floor (if required)	✓	
2.13	Electrical power 440V at 120A or 110V at 240A + 110V at 60A	✓	
2.14	Provide safe working environment	✓	
2.15	Power line spotter if necessary	✓	
2.16	Roll-off dumpsters and disposal of demolished materials	✓	
2.17	Lift plans	✓	
2.18	Removal of existing unit		✓
2.19	Installation of new unit		✓
2.20	Hydro test water, connections & disposal	✓	
2.21	Tenting, heating – cold weather items	✓	
2.3	Security and/or fencing for job site, including lay down area	✓	
11.00	Equipment		
11.3.1	Engineering & Design		✓
11.60	Cranes, forklifts for remove /installation		✓
16.00	Electrical		
16.1.0	Electrical Equipment	✓	
16.1.6	System control panel	✓	
16.1.7	Disconnect / Hook-ups / Electrical Wiring, Conduit	✓	

Clarifications/Comments

- WesTech considers the construction area around the tanks to be used for access to the tank and construction site.
- Any damage to roadways will be considered normal wear and tear and will be repaired by others.
- Assumed total access to the tank prior to arriving, including, if applicable, the ability to get a crane in a safe position for removal and installation of equipment.



Clarifications and Exceptions

General Clarifications

Terms & Conditions: 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.

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

Build America, Buy America Act (BABAA) and Other Domestic Content Requirements: WesTech is U.S. based and proudly manufactures many products available to meet various domestic procurement requirements. Due to variability in legislation, products, and project-based specifications, WesTech is unable to guarantee compliance with domestic content requirements unless stated otherwise in our official project proposal. For products where domestic sourcing is not currently available, WesTech can provide documentation to support application for relevant waivers (Non-Availability, De Minimis, or others).

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Exceptions

Not applicable





Commercial Proposal

Proposal Name: Bullhead City WWTP

Proposal Number: 2493366 F Rev 2

Tuesday, April 08, 2025

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Justin Saltzgiver
Phone	(801) 631-0962
Email	jsaltzgiver@westechwater.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	One (1) Mechanism Replacement for WesTech COP Clarifier 90' Dia. Model COPC1A	\$529,582
B	Install One (1) COP Clarifier Mechanism	\$217,452
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,350
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Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

3. Payment Terms

Submittal Approval (Invoicing for the submittal approval will not be posted until after 6/15/2025)	25%
Release to Fabrication	25%
Notification of Ready to Ship	50%
Completion of Install Service	100%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittal following Purchase Order Acceptance/Contract Execution	8 weeks
Ready to Ship, after Receipt of Submittal Approval	28 weeks
Estimated Weeks to Ready to Ship	36 weeks*

Due to supply chain disruptions and volatility, delivery schedule is a best estimate only and may be improved or hampered based on date of contract execution, scope selection, and materials availability. *Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight

Domestic	FOB Shipping Point - Prepaid and Added (FSP-PPA)	
From	Final Destination	Number of Trucks
WesTech Shops	Bullhead City, AZ.	3



One-Year Warranty

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables, or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- has been dismantled, modified, repaired, or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory, or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech 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. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.



Terms and Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. 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. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.
- 4. 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. WesTech Engineering, LLC 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 WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.
- 5. 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 WesTech Engineering, LLC 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.
- 6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.
- 7. ESCALATION:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- 8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.
- 9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC'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 WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.
- WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC 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 WesTech Engineering, LLC 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 WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.
- 10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC 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 WesTech Engineering, LLC 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.
- 11. 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.



Terms and Conditions

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

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

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

WesTech Engineering, LLC 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, WesTech Engineering, LLC 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.

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

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

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech 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. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC 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. WesTech Engineering, LLC 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.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint



Terms and Conditions

selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC 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.

23. 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.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. 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.

26. 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 \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. 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: _____

Date: _____ Title: _____





Proposal

Bullhead City WWTP

Bullhead City, Arizona

Representative

Dan Bertschman
Goble Sampson
Mesa, AZ
dbertschman@goblesampson.com
(480) 969-3667

Owner

Bullhead City

TWO (2) WESTECH OXYSTREAM AERATORS

Contact

Justin Saltzgeber
jsaltzgeber@westechwater.com
(801) 631-0962

Jeff Flitton
jflitton@westechwater.com
(801) 290-1208

Proposal: 2590086 F_Rev2
Tuesday, April 8, 2025

WESTECH[®]

 SWIRE WATER



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Technical Proposal



- Item A – Two (2) WesTech Oxystream Aerators with Accessories Replacement Model AES2C3
- Item B – Install Two (2) Oxystream Aerators and Accessories



Commercial Proposal



- Bidder's Contact Information
- Pricing
- Payment Terms
- Schedule
- Freight



Warranty



Terms and Conditions





Technical Proposal

Item A – Two (2) WesTech Oxystream Aerators with Accessories Replacement 100 HP Model AES2C3

WesTech shall supply Two (2) replacement Oxystream Aerators and accessories Model AES2C3, Serial No. 5114A, at Bullhead City WWTP in Bullhead City, Arizona.

Summary	
Item	Unit
Number of Aerator Mechanisms	2
Oxidation Ditch	Existing

Detailed Scope of Supply				
Item	Unit	Qty	Size/Description	Material
Oxystream Aerator Assembly *to include	each	2	100 HP Landy 270F Design	Steel
*Drive Gear Reducer	each	2	Sumitomo Paramax reducer ratio 42.289:1 with Ecoflex high speed motor coupling	Steel
*Motor	each	2	Baldor-Reliance motor 100 hp 1800 rpm, 460V, 3ph, 60Hz, TEFC, 405LP, with space heater, inverter duty	Cast Iron
*Impeller w/ Shaft	each	2	Landy 270F design, open vaned, hollow shaft, counterclockwise direction, 39.2 rpm operating speed	Steel
*Shaft Coupling	each	2	Low speed shaft coupling 14" with machining and mounting	Cast Iron/Steel components
*Base Mouning Plate	each	2	Base mounting plate with adjustable anchor bolts	Steel
*Mixer 1 HP	each	2	Pedestal type, 18.3 rpm- includes impeller with shaft, NEMA motor, and helical gear reducer with coupling -Mixer is multi-directional	Steel
*Mixer 2 HP	each	1	Pedestal type, 18.3 rpm- includes impeller with shaft, NEMA motor, and helical gear reducer with coupling -Mixer is multi-directional	Steel



Technical Proposal

*Mixer 7 ½ HP	each	1	Pedestal type, 31.9 rpm- includes impeller with shaft, NEMA motor, and helical gear reducer with coupling, and anti-vortex baffle	Steel/316SS
*Submersible Recirculation Pump	each	1	5556 GPM @ 2TDH, stainless steel propeller with 7.5 HP motor – includes cable, mast, spool piece hoist, connection claw, and lifting cable	Steel/SS
Fasteners	lot	1	As required	316SS

Items NOT Included in WesTech’s Base Scope of Supply:

- Control Panel
- Wiring
- Piping, Valves, or Fittings to and/or from proposed components
- Any items not indicated in scope of supply
- Lubricants
- Unloading or storage
- Erection or assembly – unless purchased as part of this proposal
- Concrete work
- Any field paint, touch-up, and repair to shop painted surfaces

Additional Information

- A submittal will be sent for customer review. The submittal will consist of general arrangement drawings.
- One (1) electronic PDF copy of the Operation & Maintenance Manual is included.

Item B – Install Two (2) Oxystream Aerators and Accessories

WesTech shall provide the manpower, supervision, and tools to remove the existing Aerators including accessories and install the new WesTech Aerators, Mixers, and Pump equipment at Bullhead City WWTP in Bullhead City, Arizona.

Installation of Equipment

On-Site Removal & Erection

Details	Description
Site Location	Bullhead City WWTP
Equipment Location	Open Oxidation Ditch



Technical Proposal

Labor Type	Non-union – The foreman will be the crew lead for quality and safety
Work Schedule	50 hours/week, 5 days/week, day shift – site access 24/7
Scope of Items Erected	QTY (2) Oxystream Aerators and accessory components– Remove existing & install new

Item	Task	Owner	WesTech
1.00	Project Services		
1.20	GA Drawings		✓
1.30	Project Management		✓
1.35	Civil work – Pipe / underground protection	✓	
1.37	Site Training – ½ day allowed	✓	
1.40	Mobilization / Demobilization		✓
1.60	Supervision & Quality control		✓
1.70	Safety and Coordination – any dedicated safety personnel	✓	
1.71	Operation & Maintenance Manuals		✓
1.73	Equipment Check-out and Calibration (if power is connected)		✓
1.78	Storing / Receiving / Transporting to work area	✓	
2.00	Site Work		
2.10	Permits – any necessary	✓	
2.11	Gaskets & bolts for interconnecting piping to WesTech nozzles	✓	
2.12	Grouting of floor (if required)	✓	
2.13	Electrical power 440V at 120A or 110V at 240A + 110V at 60A	✓	
2.14	Provide safe working environment	✓	
2.15	Power line spotter if necessary	✓	
2.16	Roll-off dumpsters and disposal of demolished materials	✓	
2.17	Lift plans	✓	
2.18	Removal of existing unit		✓
2.19	Installation of new unit		✓
2.20	Hydro test water, connections & disposal	✓	
2.21	Tenting, heating – cold weather items	✓	
2.3	Security and/or fencing for job site, including lay down area	✓	
11.00	Equipment		
11.3.1	Engineering & Design		✓





Technical Proposal

11.60	Cranes, forklifts for remove /installation	✓
16.00	Electrical	
16.1.0	Electrical Equipment	✓
16.1.6	System control panel	✓
16.1.7	Disconnect / Hook-ups / Electrical Wiring, Conduit	✓

Clarifications/Comments

- WesTech considers the construction area around the tanks to be used for access to the tank and construction site.
- Any damage to roadways will be considered normal wear and tear and will be repaired by others.
- Assumed total access to the tank prior to arriving, including, if applicable, the ability to get a crane in a safe position for removal and installation of equipment.





Clarifications and Exceptions

General Clarifications

Terms & Conditions: 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.

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

Build America, Buy America Act (BABAA) and Other Domestic Content Requirements: WesTech is U.S. based and proudly manufacturers many products available to meet various domestic procurement requirements. Due to variability in legislation, products, and project-based specifications, WesTech is unable to guarantee compliance with domestic content requirements unless stated otherwise in our official project proposal. For products where domestic sourcing is not currently available, WesTech can provide documentation to support application for relevant waivers (Non-Availability, De Minimis, or others).

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Exceptions

Not applicable





Commercial Proposal

Proposal Name: Bullhead City WWTP

Proposal Number: 2590086 F Rev2

Tuesday, April 08, 2025

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Justin Saltzgiver
Phone	(801) 631-0962
Email	jsaltzgiver@westechwater.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	Two (2) WesTech Oxystream Aerators with Accessories Replacement Model AES2C3	\$619,725
B	Install Two (2) Oxystream Aerators and Accessories	\$91,705
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,350
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Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

3. Payment Terms

Submittal Approval	25%
Release to Fabrication	25%
Notification of Ready to Ship	50%
Completion of Install Service	100%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittal following Purchase Order Acceptance/Contract Execution	8 weeks
Ready to Ship, after Receipt of Submittal Approval	30 weeks
Estimated Weeks to Ready to Ship	38 weeks*

Due to supply chain disruptions and volatility, delivery schedule is a best estimate only and may be improved or hampered based on date of contract execution, scope selection, and materials availability. *Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight

Domestic FOB Shipping Point - Prepaid and Added (FSP-PPA)

From	Final Destination	Number of Trucks
WesTech Shops	Bullhead City, AZ.	2





One-Year Warranty

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- has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

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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 WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. 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. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.
- 4. 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. WesTech Engineering, LLC 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 WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.
- 5. 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 WesTech Engineering, LLC 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.
- 6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.
- 7. ESCALATION:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- 8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.
- 9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC'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 WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.
- WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC 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 WesTech Engineering, LLC 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 WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.
- 10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC 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 WesTech Engineering, LLC 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.
- 11. 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.



Terms and Conditions

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

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

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

WesTech Engineering, LLC 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, WesTech Engineering, LLC 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.

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

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

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech 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. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC 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. WesTech Engineering, LLC 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.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint



Terms and Conditions

selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC 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.

23. 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.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. 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.

26. 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 \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. 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: _____

Date: _____ Title: _____





Proposal Clarifier #3

Bullhead City

Arizona

Representative
Josh Queen
Goble Sampson Associates
Arvada, Colorado
jqueen@goblesampson.com
(303) 770-6418

Engineer
Morrison-Maierle
Kalispell, Montana
(406) 752-2216

Contact

Adrian Williams
awilliams@westechwater.com
(801) 290-6403

David Kaiser
dkaiser@westechwater.com
(801) 290-5668

Proposal: 2160254.F_Rev02
Friday, March 28, 2025

WESTECH[®]

 SWIRE WATER



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Technical Proposal Clarifier #3



Item A – Clarifier Mechanism, Model COPC1G
Item B – Installation

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A-1 – Adder for FRP Density Current Baffle



Clarifications and Exceptions



Commercial Proposal



Bidder's Contact Information
Pricing
Payment Terms
Schedule
Freight



Warranty



Terms and Conditions





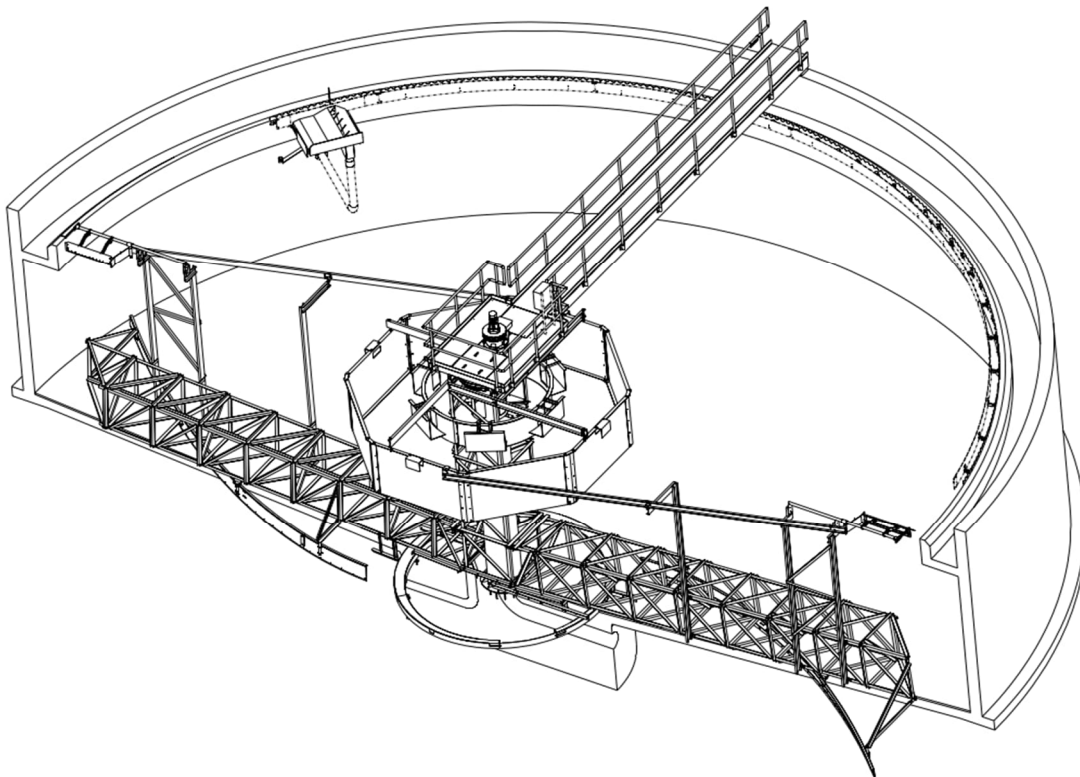
Technical Proposal

Item A – Clarifier Mechanism, Model COPC1G

General Scope of Supply

Item	Unit	Value/Description
Number of Mechanisms	Each	1
Application	-	Activated Sludge Secondary
Tank Diameter	ft	90
Tank Side Wall Depth	ft	17
Tank Side Water Depth	ft	15
Tank Bottom Slope	-	1:12
Average Flow Rate	MGD	2.89**
Design Flow Rate	MGD	3.61**
Max Flow Rate	MGD	5.78**
Peak Flow Rate	MGD	7.22**
Influent MLSS Concentration	mg/L	3000-4500
SVI	mL/g	130**

**Assumed Values



The WesTech COPC1G Clarifier mechanism includes a Sludge Ring and Dual Gate EDI



Technical Proposal

Detailed Scope of Supply – Each Mechanism Includes the Following

Item	Qty	Size/Description	Material
Walkway Bridge	1	36" wide Truss Bridge	Steel
Walkway Handrail	-	Truss Serves as Handrail	Steel
Walkway Flooring	-	1.25" Grating	Aluminum
Drive Platform	1	24" Minimum Drive Clearance	Steel
Platform Handrail	-	2 Rail Component Handrail, Machine Screw	Aluminum
Platform Flooring	-	0.25" Checker Plate	Aluminum
Center Column	1	36" dia. x 0.25" thick	Steel
Center Cage	1	4' Square	Steel
Dual Gate EDI	1	9' dia. x 3' deep x 0.1875" plate	Steel
Feedwell	1	24' dia. x 6' deep x 0.1875" plate	Steel
Full Radius Rake Arms	2	Box Truss w/ Spiral Scrapers	Steel
Sludge Withdrawal Ring	1	20% Tank Diameter w/ Evenly Spaced Ports	Steel
Skimmer Blade & Supports	2	Extends from feedwell to hinged skimmer	Steel
Hinged Skimmer Assembly	2	With neoprene wipers	HDG/304 SS/Alum
Scum Box & Supports	1	5' Scum Box	Steel
Scum Flushing Valve	1	Skimmer Actuated	Polymer/SS
Effluent Weir	1	9" deep x 0.25" thick	FRP
Scum Baffle & Supports	1	12" deep x 0.25" thick	FRP
Electrical Control Panel	1	NEMA 4X	304 SS
Drive Unit	1	See Drive Unit Table for description	
Anchor Bolts & Fasteners	-	-	304 SS





Technical Proposal

Electrical Control Panel

The clarifier controls will be housed in a single NEMA 4X, wall-mount, stainless steel enclosure with painted steel back panel, and mounting feet. Hand/Off/Auto switch, run light, motor overload light, drive cutout light, alarm silence and reset pushbuttons are provided on the door. The panel will contain a magnetic combination motor starter with externally reset thermal overloads, a main circuit breaker with rotary disconnect handle, fuses, fuse blocks, relays, timer, and other supporting hardware. A control power transformer will provide 120VAC for internal controls. The transformer will have both primary legs fused, and one secondary leg on a circuit breaker.

A top mounted, amber strobing alarm light and horn shall provide indication of a high torque condition. A door mounted reset pushbutton clears all interlocks after the high torque conditions have been removed.

The control panel is wired to accept a single 480VAC, 3 phase, 60 Hertz power feed from the customer. A 3-pole molded case circuit breaker with pad-lockable disconnect handle is provided for short circuit protection. All wiring for field connections will be brought to a terminal strip. All interconnecting wiring is to be by others.

Drive Unit

Description	Unit	Value/Description
Drive Type	C42	Cage Drive w/ Precision Bearing
Housing Material	-	Fabricated Steel
Continuous Rated Torque	ft·lbs	39,000
Momentary Peak Torque	ft·lbs	78,000
Rake Tip Speed	ft/min	11.5
Motor Size	HP	1
Motor Voltage/Frequency/Phase	V / Hz / Phase	460 / 60 / 3
Torque Control Settings	Alarm: ft·lbs	100%: 39,000
	Motor Cutout: ft·lbs	120%: 46,800
Main Gear and Pinion Lubrication	-	Oil
Main Bearing and Reducer Lubrication	-	Grease

Surface Preparation and Coating

Application Surfaces	Surface Preparation	Finish
Submerged	SSPC-SP10	One (1) Coat Tnemec N140-1255, 4-6 mils DFT, and One (1) Coat Tnemec N140-B5712, 4-6 mils DFT
Non-Submerged	SSPC-SP10	One (1) Coat Tnemec N140-1255, 4-6 mils DFT, and One (1) Coat Tnemec 1074U-B5712, 3-5 mils DFT
Drive Unit	SSPC-SP10	One (1) coat Tnemec Series 21-1255 Epoxy, 4-8 mils DFT, and one (1) coat Tnemec Endura-Shield 1090-B5712 Polyurethane, 3-5 mils DFT



Technical Proposal

Approximate Weights

Item	Weight	Unit
Center Column	2550	lbs
Center Cage, Rake Arms, Spiral Rake Blades, Sludge Withdrawal Ring	8550	lbs
Dual Gate EDI, Feedwell, Feedwell Supports	7850	lbs
Standard Skimmer, Scum Box & Supports	2900	lbs
Bridge & Platform	3200	lbs
Drive Unit	4000	lbs
Heaviest Single Item (Drive Unit)	4000	lbs

Additional Services and Equipment

WesTech has included on-site technical assistance for inspection, observation of torque testing, startup, and instruction of plant personnel. Additional on-site services may be purchased at standard WesTech daily rates plus travel and living expenses.

On-Site Technical Service

Item	Quantity
Total Number of Trips	1
Total Number of Days	2

Items Not Included in WesTech's Base Scope of Supply (unless specifically noted)

- Access Stairs and Landings
- Concrete/Grout
- Concrete and Anchor Reinforcement
- Conduits and Wiring
- Density Current Baffle
- Erection or Assembly
- Lubricants
- Piping, Valves, or Fittings
- Unloading or Storage

Optional Items

Item	Description
A-1	Adder for FRP Density Current Baffle





Technical Proposal

Item B - Installation

Installation of Equipment

On-Site Erection

Details	Description
Site Location	Bullhead City WWTP
Equipment Location	Tank Open with Close Crane Access to the Tank
Labor Type	Non-union – The foreman will be the crew lead for quality and safety
Work Schedule	50 hours/week, 5 days/week, day shift – site access 24/7
Scope of Items Erected	QTY (1) Clarifier Mechanism– Install new

Item	Task	Owner	WesTech
1.00	Project Services		
1.20	GA Drawings		✓
1.30	Project Management		✓
1.35	Civil work – Pipe / underground protection	✓	
1.37	Site Training – ½ day allowed	✓	
1.40	Mobilization / Demobilization		✓
1.60	Supervision & Quality control		✓
1.70	Safety and Coordination – any dedicated safety personnel	✓	
1.71	Operation & Maintenance Manuals		✓
1.73	Equipment Check-out and Calibration (if power is connected)		✓
1.78	Storing / Receiving / Transporting to work area	✓	
2.00	Site Work		
2.10	Permits – any necessary	✓	
2.11	Gaskets & bolts for interconnecting piping to WesTech nozzles	✓	
2.12	Grouting of floor (if required)	✓	
2.13	Electrical power 440V at 120A or 110V at 240A + 110V at 60A	✓	
2.14	Provide safe working environment	✓	
2.15	Power line spotter if necessary	✓	
2.16	Roll-off dumpsters and disposal of demolished materials	✓	
2.17	Lift plans	✓	



Technical Proposal

2.18	Tank preparation for new unit – anchors, etc.	✓
2.19	Installation of new unit	✓
2.20	Hydro test water, connections & disposal	✓
2.21	Tenting, heating – cold weather items	✓
2.3	Security and/or fencing for job site, including lay down area	✓
11.00	Equipment	
11.3.1	Engineering & Design	✓
11.60	Cranes, forklifts for installation	✓
16.00	Electrical	
16.1.0	Electrical Equipment	✓
16.1.6	System control panel	✓
16.1.7	Disconnect / Hook-ups / Electrical Wiring, Conduit	✓

Clarifications/Comments

- WesTech considers the construction area around the tanks to be used for access to the tank and construction site.
- Any damage to roadways will be considered normal wear and tear and will be repaired by others.
- Assumed total access to the tank prior to arriving, including, if applicable, the ability to get a crane in a safe position for removal and installation of equipment.



Clarifications and Exceptions

General Clarifications

Terms & Conditions: 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.

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

Build America, Buy America Act (BABAA) and Other Domestic Content Requirements: WesTech is U.S. based and proudly manufactures many products available to meet various domestic procurement requirements. Due to variability in legislation, products, and project-based specifications, WesTech is unable to guarantee compliance with domestic content requirements unless stated otherwise in our official project proposal. For products where domestic sourcing is not currently available, WesTech can provide documentation to support application for relevant waivers (Non-Availability, De Minimis, or others).

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements as of Jan 1, 2025. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Exceptions

WesTech shall provide a scum box and standard skimmers in lieu of the rotating scum pipe and ducking skimmers of similar clarifiers already on site.

WesTech has not included a density current baffle, as shown on drawings of similar clarifiers already on site, in this proposal.

All FRP shall be Type 1, isophthalic polyester resin.



Commercial Proposal

Proposal Name: Bullhead City

Proposal Number: 2160254

Friday, March 28, 2025

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Adrian Williams
Phone	(801) 265-1000
Email	awilliams@westechwater.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	One (1) 90' Diameter Clarifier Mechanism, Model COPC1G	\$503,680
B	Installation	\$211,744

Optional Items

A-1	Adder for FRP Density Current Baffle	\$58,981
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,350
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Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	0%
Submittals Provided by WesTech	25%
Release for Fabrication	35%
Notification of Ready to Ship	40%
Installation Completion (Item B)	100%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	10 to 12 weeks
Ready to Ship, after Receipt of Final Submittal Approval	26 to 28 weeks

Estimated Weeks to Ready to Ship 36 to 40 weeks*

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval. Due to supply chain disruptions and volatility, delivery schedule is a best estimate only and may be improved or hampered based on date of contract execution, scope selection, and materials availability.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	Final Destination	Number of Trucks / Containers
WesTech Shops	Bullhead City, AZ	Approximately 5





One-Year Warranty

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables, or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- has been dismantled, modified, repaired, or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory, or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech 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. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.





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Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. 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. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.
- 4. 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. WesTech Engineering, LLC 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 WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.
- 5. 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 WesTech Engineering, LLC 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.
- 6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.
- 7. ESCALATION:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- 8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.
- 9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC'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 WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.
- WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC 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 WesTech Engineering, LLC 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 WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.
- 10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC 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 WesTech Engineering, LLC 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.
- 11. 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.



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12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

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

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

WesTech Engineering, LLC 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, WesTech Engineering, LLC 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.

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

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

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech 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. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC 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. WesTech Engineering, LLC 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.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint



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selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC 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.

23. 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.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. 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.

26. 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 \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. 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: _____

Date: _____ Title: _____

