



# CITY OF SANTA ROSA

## LAGUNA WWTP – HEADWORKS SCREENS MAINTENANCE PROJECT

FEBRUARY 6, 2025

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## MISCOwater Collaborative Delivery Solutions

### *Furnish & Installation*

*Delivering working, integrated systems utilizing technologies that provide effective water treatment solutions*

*MISCOwater is focused on applying the best water and wastewater treatment solutions to our industry's greatest water treatment challenges in partnership with you.*

*Provide municipalities a cost-effective way to implement small to medium sized projects involving installation of new equipment or replacement/rehabilitation of existing equipment.*

*Complete projects faster than most project procurement mechanisms.*

*Provide owners with a Project Manager that is a single point-of-contact for successful project implementation.*

*Contract with manufacturers that use common design and engineering tools to minimize project costs.*

*Encourage owner participation in the selection of the installer/contractor to foster collaboration and partnership.*

*Include options for financing, system maintenance, and long-term support.*

## Project Summary

The City of Santa Rosa currently owns and operates a headworks that is critically responsible for providing primary treatment to incoming raw sewage from a regional collection system at the Laguna Wastewater Treatment Plant. The headworks process is principally comprised of four (4) Andritz Aquascreen finescreens residing in four (4) individual channels. These screens were originally installed in 2007 with a major overhaul occurring in 2019/2020. In fall of 2023 an inspection was performed by a licensed Andritz aftermarket technician. Inspection indicated that while City maintenance staff have followed preventive maintenance protocol very well, all four (4) screens needed additional specialty maintenance to continue to provide reliable service to the City.

The visual inspection indicated that several critical parts should be replaced to remain in line with general O&M recommendations to increase reliability of the equipment. Given the nature of the complex replacement procedure, the City approached Andritz and MISCOwater to complete this work. As performed in 2019/2020 MISCOwater is proposing to furnish the necessary parts and provide the specialty installation labor necessary to complete this routine maintenance so that the City may continue to operate its headworks process at the Laguna Treatment Facility.

## Scope of Work

Project Construction Overview: Rehabilitation of two headworks screens – one north and one south - including all genuine OEM parts and factory-certified maintenance labor.

### Scope of Work – Mobilization 1 – North Screen #3

1. All components to be removed from frame, cleaned, inspected, and approved for re-use.
2. Install City-provided main drive assembly. Existing drive assembly to be packaged and shipped to Andritz for factory refurbishment.
3. Replace all chain
4. Replace all chain guides
5. Replace circular guides
6. Replace side seals, gaskets, and bearings for brush drive
7. Replace side seals with UHMW inside seals
8. Replace doctor blades
9. All seals to be Buna
10. Replace wash brush assembly with new. Existing brush drive assembly to be packaged and shipped to Andritz for factory refurbishment. City will then have one spare wash brush assembly.
11. All components shall be assembled complete and the machine will be tested for four hours.

### Scope of Work – Mobilization 2 – South Screen #1

1. All components to be removed from frame, cleaned, inspected, and approved for re-use.
2. Install new main drive assembly.
3. Replace all chain
4. Replace all chain guides
5. Replace circular guides
6. Replace side seals, gaskets, and bearings for brush drive
7. Replace side seals with UHMW inside seals
8. Replace doctor blades
9. All seals to be Buna
10. Replace wash brush assembly with new.
11. All components shall be assembled complete and the machine will be tested for four hours.



NOTES:

- Provide Confined Space Entry Equipment (where necessary) and PPE. Basins assumed to be non-permitted confined space. No hole watch included.
- Screen panels assumed to be reused.
- City of Santa Rosa shall remove roof panels prior to mobilization and shall coordinate crane to provide rigging and hoisting during full mobilization.
- One new drive assembly provided, one drive assembly shall be used as City-supplied, and one existing drive assembly shall be sent to Andritz for refurbishment and storage at City as spare.
- Two new brush drive assemblies to be provided and one assembly shall be sent to Andritz for refurbishment and storage at City as spare.
- Assumes adequate lay down and storage area onsite for crane and conex tool box.
- All chain to be replaced.
- City of Santa Rosa to have screens electrically isolated. LOTO. City to handle electrical disconnect for drive motors and reconnections.
- Work to be performed sequentially in two (2) mobilizations.
- Both headworks channels to be handed off to maintenance team drained and cleaned.
- City of Santa Rosa to make all reasonable precautions to make safe workspace.
- Alternates, if included, are additive only. The only stand-alone price is the base price.

*This proposal excludes the following items:*

- Permits, fees, and/or stamped engineering documents.
- Overtime premiums or weekend work.
- Permit-required confined space provisions (hole watch)
- Offloading and/or storage of collector mechanisms if delivered when crew is not onsite.
- Prevailing wages and certified payroll. Labor being provided is specialty maintenance labor via factory-certified service technicians and not subject to craft labor classifications or certified payroll.
- No allowances have been made for Project Labor Agreements (PLA's) or similar requirements.
- Bypass pumping
- O&M Manuals
- Concrete restoration or joint repair
- Coatings
- Electrical wiring/disconnect/reconnect or controls of any kind.
- Standby time for basin draining/cleaning.
- Hazardous material handling or disposal
- Any work not specifically included.

## Project Schedule

Purchase order received and accepted:

Timeline Begins

First mobilization complete:

Week 28

Equipment arrives onsite (24 weeks)

Coordinate field service technicians (3 weeks)

Complete maintenance on North Screen (1 week)

Second mobilization complete:

Week 32

Coordinate field service technicians (3 weeks)

Complete maintenance on North Screen (1 week)

Close Project:

Week 33

## Firm Project Pricing

<b>Project Cost</b>	Complete rehabilitation of two Andritz headworks Aquascreen with genuine OEM parts and factory-certified labor	\$687,375.00

\*Freight included. Sales tax, if applicable, not included

Pricing valid through July 2025

Terms and Conditions: As defined by MISCOwater standard Terms and Conditions.



## Appendix A – Parts List

**Yellow** – Parts to be furnished and installed as refurbishment

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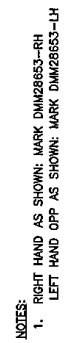
PART NO.	DRAWING NO.	DESCRIPTION	PAGE NO.
DMM28734-XL	DMM28734	FRAME ASSEMBLY	2
DMM28730-LH/RH-XL	DMM28730	COVER ASSEMBLY	4
DMM28775-XL	DMM28775	DISCHARGE COVER ASSEMBLY	6
DMM28653-LH/RH-XL	DMM28653	MAIN DRIVE ASSEMBLY	8
DMM28536-XL	DMM28536	SCREEN PANEL ASSEMBLY	10
DMM30523-LH/RH-XL	DMM30523	WASHING BRUSH ASSEMBLY	12
DMM28803-LH/RH-XL	DMM28803	SHOWER (SPRAY BAR) ASSEMBLY	14
DMM28736-XL	DMM28736	CHAIN RAIL ASSEMBLY	16
DMM28727-XL	DMM28727	SUPPORT BRACKET ASSEMBLY	18
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ANDRITZ SEPARATION INC.  
BILL OF MATERIAL REPORT  
SINGLE LEVEL

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			DMM28775-XL	0	DISCHARGE COVER ASSY		1.00000	EA
1	Asm	10	.DMM28776-XL	0	DISCHARGE COVER WELDMENT	1.00000	1.00000	EA
1	Asm	20	.DMM28777-XL	0	INSPECTION COVER	1.00000	1.00000	EA
1	Asm	30	.DMM21660-08-XL	0	BRUSH CLEAT, ASC1200	1.00000	1.00000	EA
1	Asm	40	.DMM24012-08	1	DR. BLADE, ASC1 1200, 75 DEG	1.00000	1.00000	EA
1	Asm	50	.DMM21698-08	0	SEAL STRIP, DISCH CVR, ASC1200	1.00000	1.00000	EA
1	Asm	60	.DMM21699-08-XL	0	BRUSH ANCHOR CLEAT, ASC 1200	1.00000	1.00000	EA
1	Mtl	70	.LATCH331SS	0	LATCH, ACTION CLAMP, DE-STA-CO	3.00000	3.00000	EA
1	Mtl	80	.HNLIFTOFF	0	HINGE SLIP JOINT LIFT OFF SS	3.00000	3.00000	EA
1	Mtl	90	.GASK-11741M250150P	0	FLAT GASKET, CGR-11741M250150P	132.00000	132.00000	TN
1	Mtl	100	.CH-1/8X24SS	0	CHAIN 1/8 X 24"LG SS	2.00000	2.00000	EA
1	Mtl	110	.CH-LINK 1/8SS	0	CHAIN LINK THREADED 1/8" SS	2.00000	2.00000	EA
1	Mtl	120	.933SXM06X40	0	HEX BOLT M6 X 40, 316SS	2.00000	2.00000	EA
1	Mtl	130	.125SXM06	0	FLATWASHER M06 316SS	2.00000	2.00000	EA
1	Mtl	140	.934SXM06	0	HEX NUT M6 316SS	2.00000	2.00000	EA
1	Mtl	150	.933SXM08X30	0	HEX BOLT M8 X 30, 316SS	2.00000	2.00000	EA
1	Mtl	160	.933SXM08X40	00	HEX BOLT M8 X 40, 316SS	7.00000	7.00000	EA
1	Mtl	170	.125SXM08	0	FLATWASHER M08 316SS	9.00000	9.00000	EA
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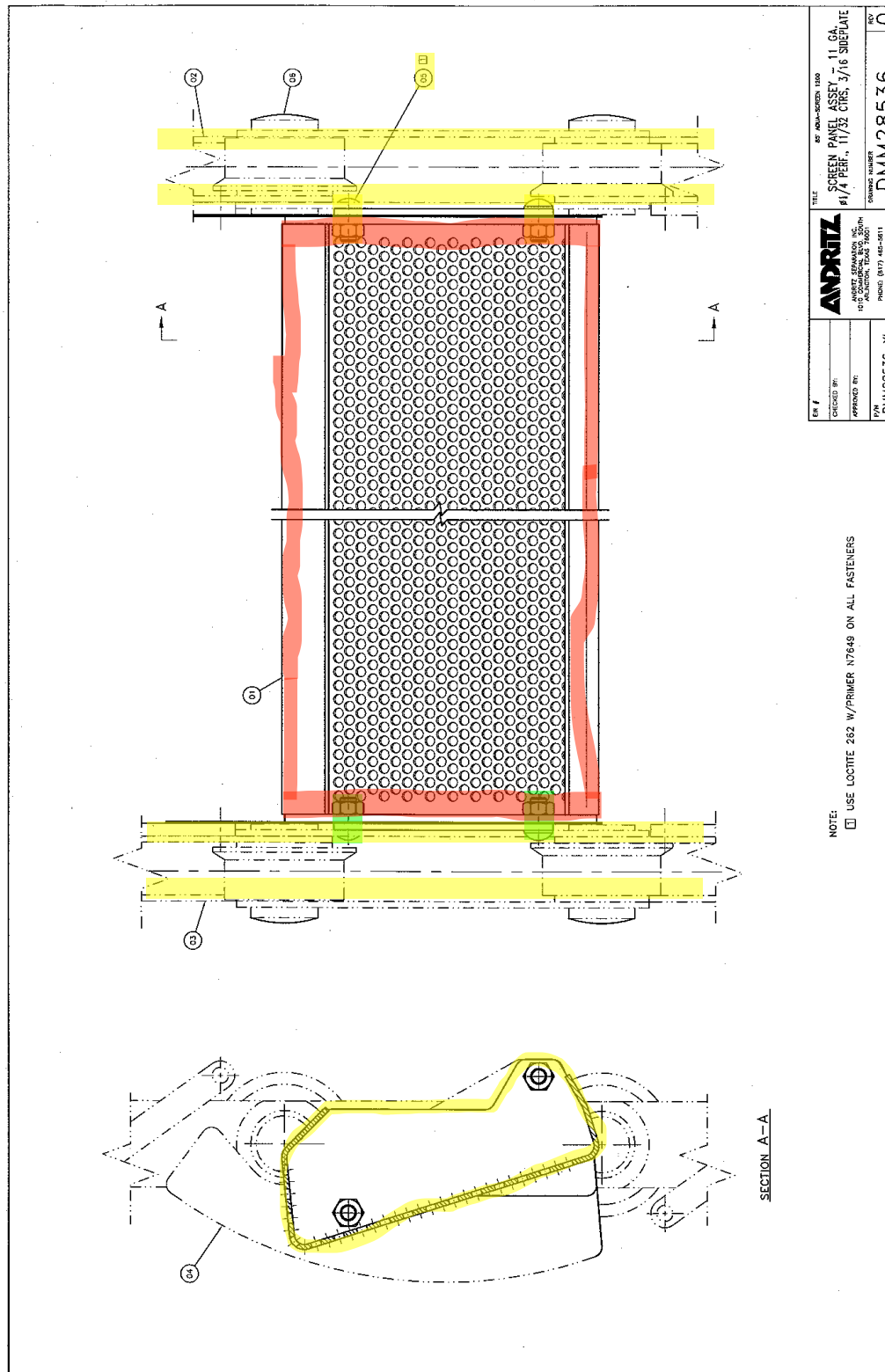


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			DMM28653-LH-XL	0	DRIVE ASSY, 5HP, BONF-310 GBOX		1.00000	EA
1	Asm	10	DMM28654-XL	0	DRIVE SHAFT WELD., 5hp, AQS1200	1.00000	1.00000	EA
1	Asm	20	DMM28657-XL	1	SAFETY COVER DRIVE MOTOR	2.00000	2.00000	EA
1	Asm	30	DMM28656-LH-XL	0	TORQUE ARM, LH, 5HP, AQS1200	1.00000	1.00000	EA
1	Asm	40	DMM28658-XL	0	DRIVE MOTOR SAFETY COVER SPRT	2.00000	2.00000	EA
1	Asm	50	DMM24413	0	BRG. HOUSING ASSY, OPEN, MAIN	1.00000	1.00000	EA
1	Asm	60	DMM24414	0	BRG. HOUSING ASSY, CLOSED, MAI	1.00000	1.00000	EA
1	Asm	70	DMM24419-XL	0	DRIVE WASHER	6.00000	6.00000	EA
1	Asm	90	.975SXM56X1000	0	ALL THREAD M56, 316L SST	2.00000	2.00000	EA
1	Mtl	100	.934SXM56	0	HEX NUT, M56 X 5.5, 316SS	8.00000	8.00000	EA
1	Mtl	110	.1481SXM16X90	0	SPRING PIN, DIA 16x90mm LG, 316S	2.00000	2.00000	EA
1	Mtl	120	.933SXM24X75	0	HEX BOLT, M24 X 75 316SS	1.00000	1.00000	EA
1	Mtl	130	.125SXM24	0	FLATWASHER M24 316SS	2.00000	2.00000	EA
1	Mtl	140	.127SXM24	0	LOCKWASHER M24 316SS	1.00000	1.00000	EA
1	Mtl	150	.934SXM24	0	HEX NUT M24 316SS	1.00000	1.00000	EA
1	Mtl	160	.933SXM06X16	0	HEX BOLT M6 X 16, 316SS	4.00000	4.00000	EA
1	Mtl	170	.125SXM06	0	FLATWASHER M06 316SS	4.00000	4.00000	EA
1	Mtl	180	.127SXM06	0	LOCKWASHER M06 316SS	4.00000	4.00000	EA
1	Asm	190	.975SXM16X165	0	ALL THREAD, M16 X 165 LG	15.00000	15.00000	EA
1	Mtl	200	.125SXM16	0	FLATWASHER M16 316SS	30.00000	30.00000	EA
1	Mtl	210	.127SXM16	0	LOCKWASHER M16 316SS	15.00000	15.00000	EA
1	Mtl	220	.934SXM16	0	HEX NUT M16 316SS	30.00000	30.00000	EA
			DMM28653-RH-XL	0	DRIVE ASSY, 5HP, BONF 310 GBOX		1.00000	EA
1	Asm	10	DMM28654-XL	0	DRIVE SHAFT WELD., 5hp, AQS1200	1.00000	1.00000	EA
1	Asm	20	DMM28657-XL	1	SAFETY COVER DRIVE MOTOR	2.00000	2.00000	EA
1	Asm	30	DMM28656-RH-XL	0	TORQUE ARM, RH, 5HP, AQS1200	1.00000	1.00000	EA
1	Asm	40	DMM28658-XL	0	DRIVE MOTOR SAFETY COVER SPRT	2.00000	2.00000	EA
1	Asm	50	DMM24413	0	BRG. HOUSING ASSY, OPEN, MAIN	1.00000	1.00000	EA
1	Asm	60	DMM24414	0	BRG. HOUSING ASSY, CLOSED, MAI	1.00000	1.00000	EA
1	Asm	70	DMM24419-XL	0	DRIVE WASHER	6.00000	6.00000	EA
1	Asm	90	.975SXM56X1000	0	ALL THREAD M56, 316L SST	2.00000	2.00000	EA
1	Mtl	100	.934SXM56	0	HEX NUT, M56 X 5.5, 316SS	8.00000	8.00000	EA
1	Mtl	110	.1481SXM16X90	0	SPRING PIN, DIA 16x90mm LG, 316S	2.00000	2.00000	EA
1	Mtl	120	.933SXM24X75	0	HEX BOLT, M24 X 75 316SS	1.00000	1.00000	EA
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1	Mtl	180	.127SXM06	0	LOCKWASHER M06 316SS	4.00000	4.00000	EA
1	Asm	190	.975SXM16X165	0	ALL THREAD, M16 X 165 LG	15.00000	15.00000	EA
1	Mtl	200	.125SXM16	0	FLATWASHER M16 316SS	30.00000	30.00000	EA
1	Mtl	210	.127SXM16	0	LOCKWASHER M16 316SS	15.00000	15.00000	EA
1	Mtl	220	.934SXM16	0	HEX NUT M16 316SS	30.00000	30.00000	EA



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1	Asm	10	.DMM28537-XL	0	SCREEN PANEL WELDMENT 85 DEG.	138.00000	138.00000	EA
1	Asm	20	.DMM19862-RH-XL	1	CHAIN WELDMENT DETAIL - RH	69.00000	69.00000	EA
1	Asm	30	.DMM19862-LH-XL	1	CHAIN WELDMENT DETAIL - LH	69.00000	69.00000	EA
1	Mtl	40	.DMM20711-XL		SEAL PLATE, ASC, 85 DEG.	276.00000	276.00000	EA
1	Mtl	50	.7380SXM10X20		BUTTO HEAD S.C.S M10 x 20	552.00000	552.00000	EA
1	Mtl	60	.PLUG-AC-CH-300/321		BUSHING/PLUG, AC-CH-300/321	276.00000	276.00000	EA

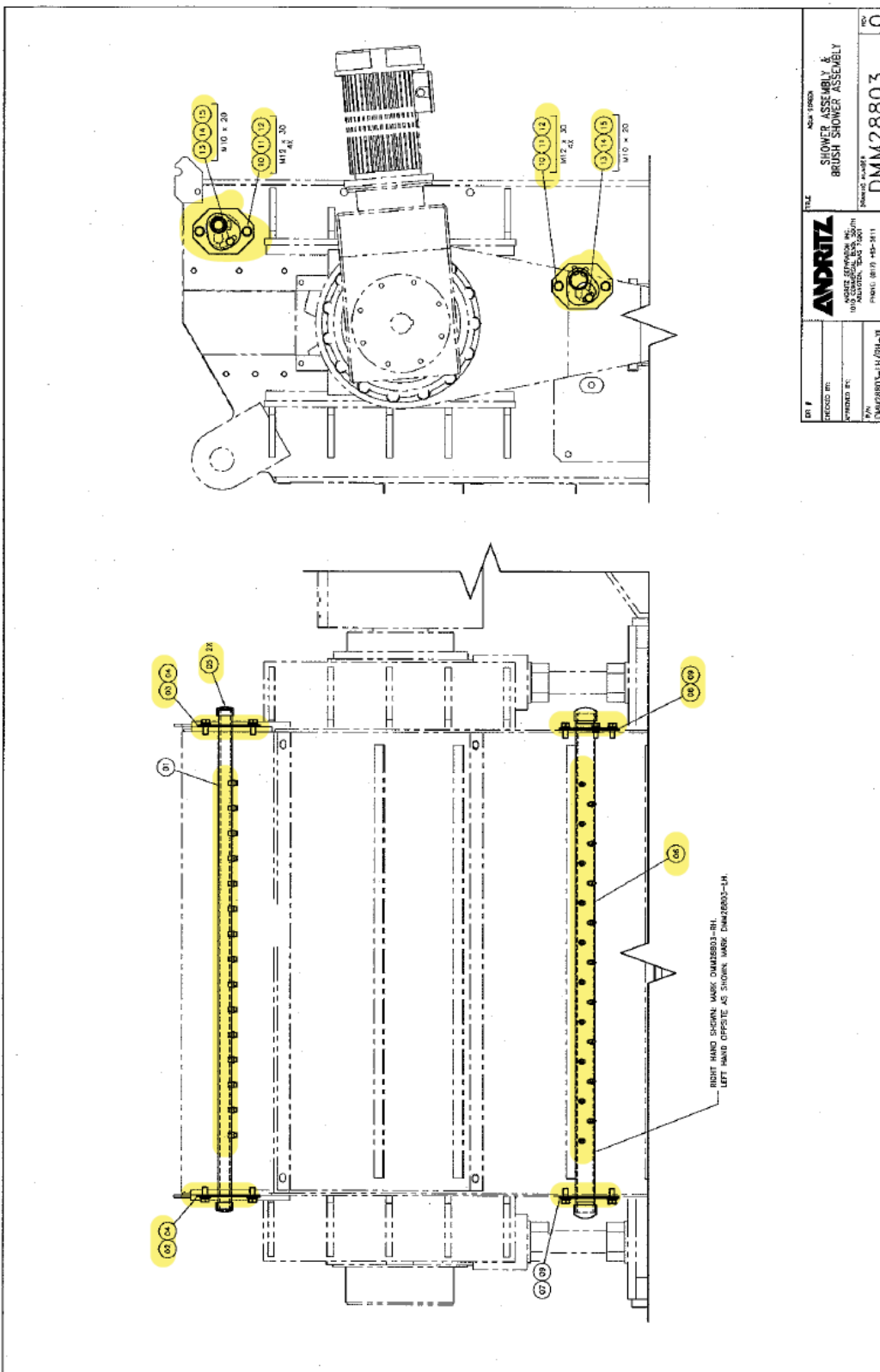




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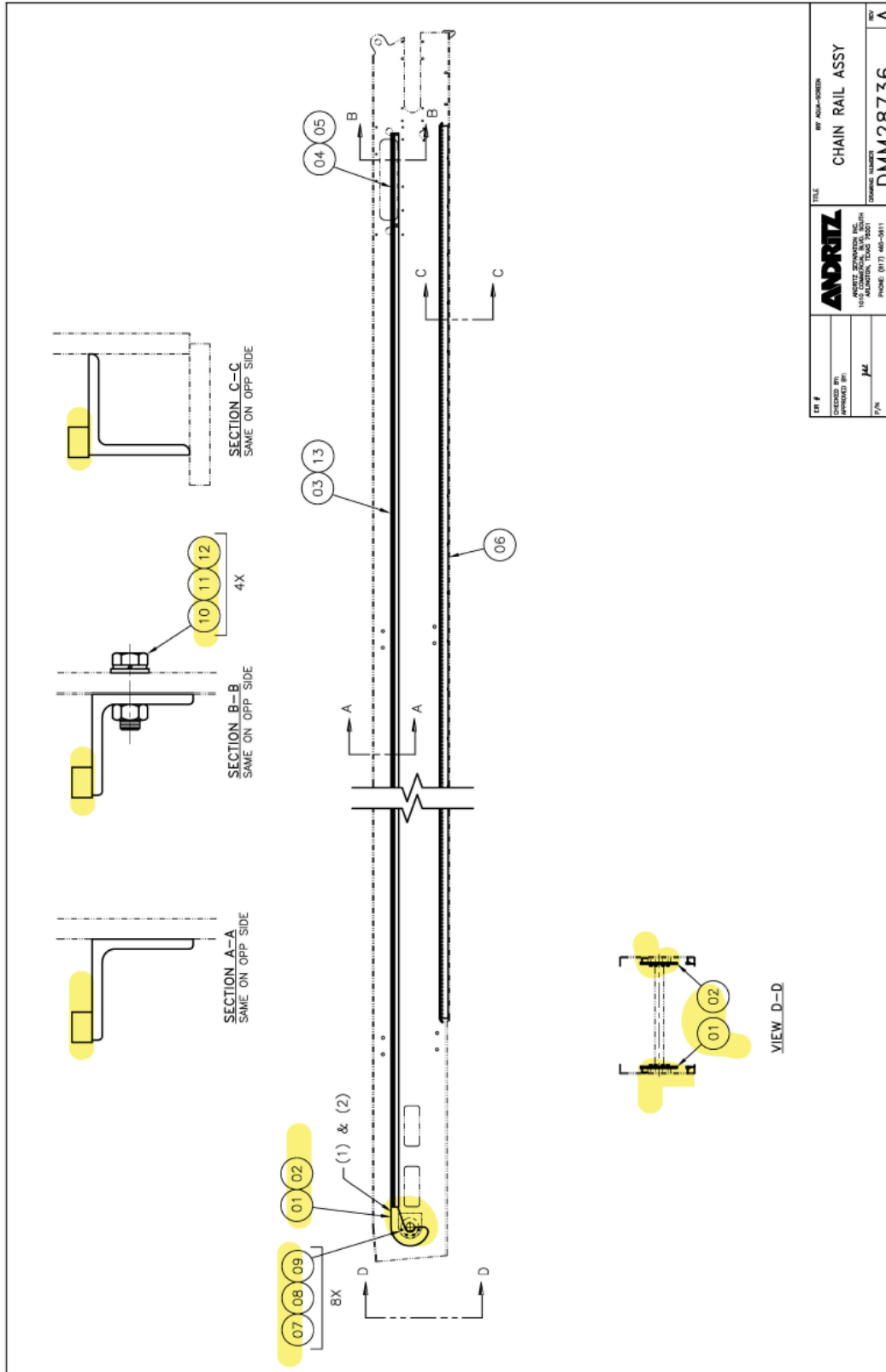


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1	Asm	20	.DMM28812-01-XL	0	SPRAY BAR SS SUPPORT PLATE	1.00000	1.00000	EA
1	Asm	30	.DMM28813-XL	0	SPRAY BAR SUPPORT PLATE	1.00000	1.00000	EA
1	Asm	40	.DMM28812-PU	0	SPRAY BAR GASKET	2.00000	2.00000	EA
1	Mtl	50	.PICAV1.0DSK	0	PIPE CAP 1"SCH80 SOCKET PVC	2.00000	2.00000	EA
1	Asm	60	.DMM28807-LH-XL	0	SPRAY BAR ASSEMBLY	1.00000	1.00000	EA
1	Asm	70	.DMM19511-XL	1	SPRAY BAR SPRT PLT, NON DRIVE	1.00000	1.00000	EA
1	Asm	80	.DMM19512-XL	1	SPRAY BAR SPRT PLT, DRIVE SIDE	1.00000	1.00000	EA
1	Asm	90	.DMM21032-02-35A	1	FU SEAL, 1/8", 35A SHORE HARDNES	2.00000	2.00000	EA
1	Mtl	100	.933SXM12X30	0	HEX BOLT, M12 X 30, 316SS	8.00000	8.00000	EA
1	Mtl	110	.125SXM12	0	FLATWASHER M12 316SS	8.00000	8.00000	EA
1	Mtl	120	.127SXM12	0	LOCKWASHER M12 316SS	8.00000	8.00000	EA
1	Mtl	130	.933SXM10X20	0	HEX BOLT, M10 X 20, 316SS	2.00000	2.00000	EA
1	Mtl	140	.125SXM10	0	FLATWASHER M10 316SS	2.00000	2.00000	EA
1	Mtl	150	.127SXM10	0	LOCKWASHER M10 316SS	2.00000	2.00000	EA
			<b>DMM28803-RH-XL</b>	0	SHOWER ASSY & BRUSH SHOWER ASS		1.00000	EA
1	Asm	10	.DMM28804-XL	0	SPRAY BAR WELDMENT	1.00000	1.00000	EA
1	Asm	20	.DMM28812-01-XL	0	SPRAY BAR SS SUPPORT PLATE	1.00000	1.00000	EA
1	Asm	30	.DMM28813-XL	0	SPRAY BAR SUPPORT PLATE	1.00000	1.00000	EA
1	Asm	40	.DMM28812-PU	0	SPRAY BAR GASKET	2.00000	2.00000	EA
1	Mtl	50	.PICAV1.0DSK	0	PIPE CAP 1"SCH80 SOCKET PVC	2.00000	2.00000	EA
1	Asm	60	.DMM28807-RH-XL	0	SPRAY BAR ASSEMBLY	1.00000	1.00000	EA
1	Asm	70	.DMM19511-XL	1	SPRAY BAR SPRT PLT, NON DRIVE	1.00000	1.00000	EA
1	Asm	80	.DMM19512-XL	1	SPRAY BAR SPRT PLT, DRIVE SIDE	1.00000	1.00000	EA
1	Asm	90	.DMM21032-02-35A	1	FU SEAL, 1/8", 35A SHORE HARDNES	2.00000	2.00000	EA
1	Mtl	100	.933SXM12X30	0	HEX BOLT, M12 X 30, 316SS	8.00000	8.00000	EA
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1	Mtl	150	.127SXM10	0	LOCKWASHER M10 316SS	2.00000	2.00000	EA



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ANDRITZ		ANDRITZ WATER TECHNOLOGIES INC.		DRAWING NUMBER	DMM28736	
10000 ZEEB RD, SUITE 100		AUSTIN, TEXAS 78701				
PHONE (817) 465-3811		FAX		A		

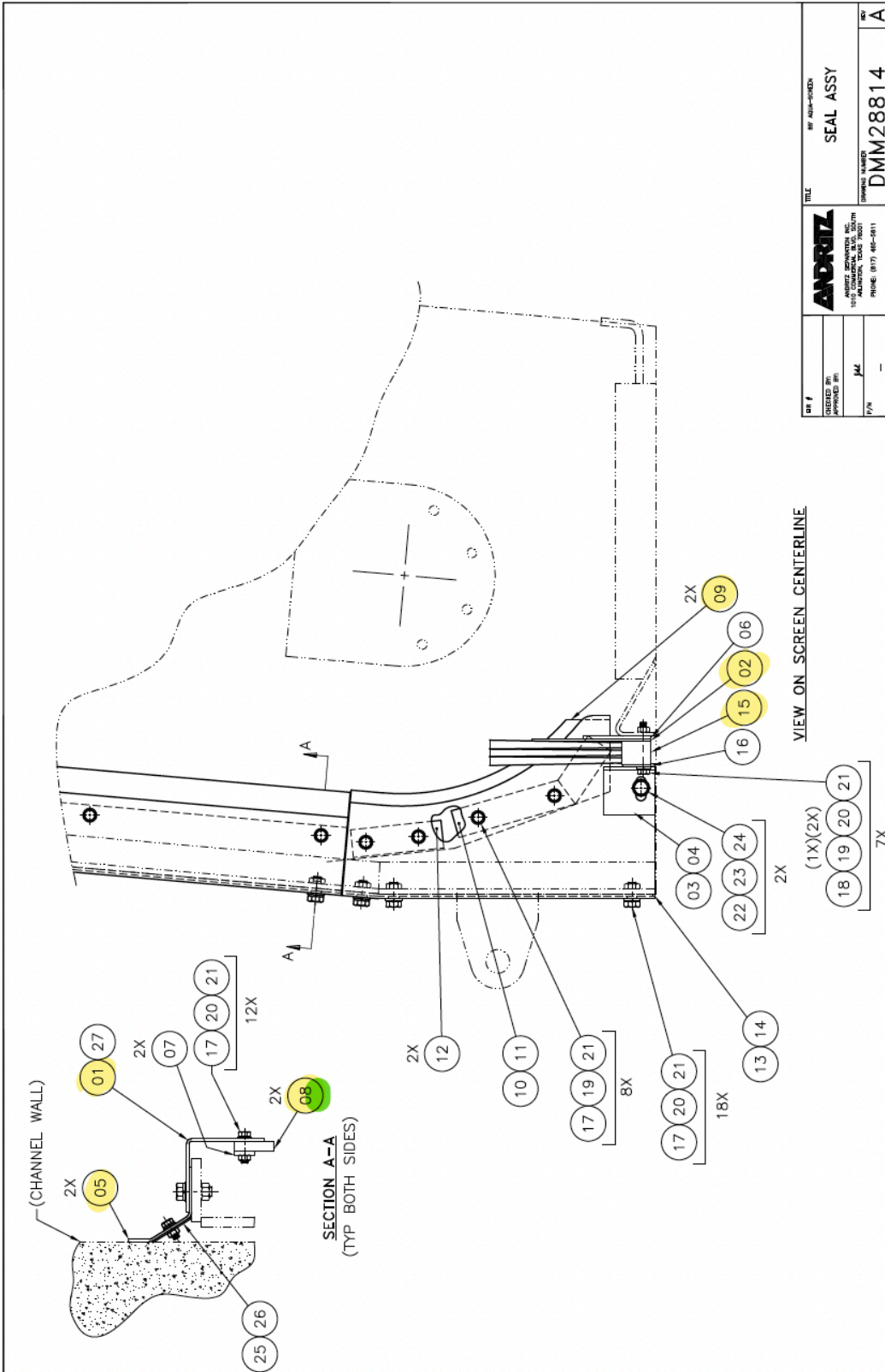




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## PARTS LIST

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ITEM NO.	QUANTITY	UNIT	PART NUMBER	PART DESCRIPTION
1	1	PC	301143579	SEAL SUPPORT, RIGHT HAND
2	1	PC	131409174	SEAL SUPPORT, LEFT HAND
3	1	PC	131516654	SEALING BRUSH SEAL STRIP
4	1	PC	131516655	SEALING BRUSH FITTING ANGLE, LH
5	2	PC	131409881	SEAL SIDE TIGHTNESS STRIP
6	1	PC	301146088	SEALING BRUSH BACKING STRIP
7	2	PC	131409883	SEAL RETAINER UPPER SIDE CLEAT
8	2	PC	301143677	SEAL STRIP, UPPER SIDE
9	1	PC	300005742	SEAL STRIP, LOWER SIDE
10	1	PC	131680608	SEAL RETAINER, LOWER BACKING STRIP, RH
11	1	PC	131680607	SEAL RETAINER, LOWER BACKING STRIP, LH
12	2	PC	131409887	SEAL RETAINER LOWER SIDE
13	1	PC	301143577	SEAL SUPPORT, LOWER, RH
14	1	PC	301143578	SEAL SUPPORT, LOWER, LH
15	1	PC	131406274	SEALING BRUSH
16	1	PC	301146089	SEALING BRUSH CLEAT
17	38	PC	131034864	HEX HEAD SCREW
18	7	PC	100003161	HEX HEAD SCREW
19	15	PC	131544114	PLAIN WASHER
20	44	PC	131546870	PLAIN WASHER
21	45	PC	131070103	SPRING WASHER
22	2	PC	100003168	HEX HEAD SCREW
23	2	PC	131398431	PLAIN WASHER
24	2	PC	131069990	LOCK WASHER
25	2	PC	131409888	LOWER SIDE SEAL STIFFENER
26	2	PC	131409889	UPPER SIDE SEAL STIFFENER
27	1	PC	301143670	SEAL SUPPORT UPPER

DATE	REVISION	DESCRIPTION	APPROVAL
A	12/11/2018	SEAL STRIP UPGRADE	JAL

## Terms and Conditions

### ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

### APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

### DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions.

Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. **After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment.** When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

### STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

### PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

### FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider,

natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

#### TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

#### CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION

OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

#### SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

#### WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

#### INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

#### CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

#### FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

#### MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing

signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

#### AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

#### NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

#### GOVERNING LAW

All matters arising from or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

#### DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

#### SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

#### ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

MISCOWATER: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rev. 07/23