



Carolina Beach WWTP

Town of Carolina Beach, NC



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Friday, September 20, 2024



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Technical Proposal

Item A – (1) One Effluent Trough System – 304 Option

WesTech shall supply (1) Effluent Trough system in 304SS reusing existing truss and beam supports for (1) 75' dia. clarifier, model CLC136D, Serial No. 19057A, at the Carolina Beach WWTP located in the Town of Carolina Beach, North Carolina.

Summary	
Item	Unit
Number of Effluent Trough System	1
Size of Tank	75 ft
Effluent Trough O.D.	35 ft
Effluent Trough Width	1'-2 13/16"
Effluent Trough Depth	1'-0"

Scope of Supply			
Item	Unit	Qty	Material
Launder Support #1	each	4	304SS
Launder Support #2	each	4	304SS
Launder Section	each	7	304SS
Launder Section @ Effluent	each	1	304SS
Effluent Pipe	each	1	304SS
Effluent Pipe Support	each	4	304SS
Weir Panel-Outside	each	8	FRP
Weir Panel-Inside	each	8	FRP
Weir Keeper Plate	each	112	FRP
Flexible Coupling 18"	each	1	Neoprene/304SS
Fasteners	lot	1	304SS

Item B – (1) One Effluent Trough System – FRP Option

WesTech shall supply (1) Effluent Trough system in FRP reusing existing truss and beam supports for (1) 75' dia. clarifier, model CLC136D, Serial No. 19057A, at the Carolina Beach WWTP located in the Town of Carolina Beach, North Carolina.

Summary

Item	Unit
Number of Effluent Trough System	1
Size of Tank	75 ft
Effluent Trough Width	1'-2 13/16"
Effluent Trough Depth	1'-0"

Scope of Supply

Item	Unit	Qty	Material
Launder Support #1	each	4	304SS
Launder Support #2	each	4	304SS
Launder Section	each	7	FRP
Launder Section @ Effluent	each	1	FRP
Effluent Pipe	each	1	304SS
Effluent Pipe Support	each	4	304SS
Weir Panel-Outside	each	8	FRP
Weir Panel-Inside	each	8	FRP
Weir Keeper Plate	each	112	FRP
Flexible Coupling 18"	each	1	Neoprene/304SS
Fasteners	lot	1	304SS

Item C – Install (1) One Effluent Trough System

WesTech shall provide the manpower, supervision, and tools to remove the existing launder trough system and install the new trough system, while keeping the existing truss and beam supports on a WesTech 75 ft. diameter clarifier, Project No. 19057A at Carolina Beach WWTP in the Town of Carolina Beach, North Carolina.

Installation of Equipment

On-Site Removal & Erection	
• Details	• Description
Site Location	404 South Dow Road, Town of Carolina Beach, NC 28428
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) –Effluent Trough System – Remove existing & install new

Item	Task	Owner	WesTech
1 • Project Services			
.00			
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 • Site Work			
.00			
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 Effluent Trough System		✓
2.19	Installation of new Effluent Trough System		✓
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	✓	

•	1	•	Equipment	
1.00				
11.3.1			Engineering & Design	✓
11.60			Cranes, forklifts for remove /installation	✓
•	1	•	Electrical	
6.00				
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 tank 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.

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.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

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.

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.

Items NOT Included in WesTech's Scope of Supply:

- Any parts not specifically listed in this proposal
- Submittals
- Wiring
- Lubricants
- Unloading or storage
- Concrete work

Exceptions

Not applicable

Commercial Proposal

Proposal Name: Carolina Beach WWTP
 Proposal Number: 2491713_x1
 Friday, September 20, 2024

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Eric DiSantis
Phone	(847) 775-2410
Email	edisantis@westech-inc.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	(1) One Effluent Trough System – 304 Option	\$180,315	✓
B	(1) One Effluent Trough System – FRP Option	\$169,790	
C	Install (1) One Effluent Trough System	\$100,291	✓
	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)	\$2,100
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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 for details.

3. Payment Terms

Notification of Parts Shipment	70%
Completion of Install Work	30%

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

Estimated Shipment Lead Time	18 weeks
Install Work	TBD

5. Freight

Domestic	FOB Shipping Point - Prepaid and Added (FSP-PPA)	
From	Final Destination	Number of Trucks/Shipments
WesTech Shops	Carolina Beach, NC	1

One-Year Warranty

WesTech is meeting a global need for clean water through technology treatment solutions. We are proud that the equipment and systems we design, build, maintain, and operate are making the world a better place and creating a more sustainable environment for future generations.

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 or consumables. This warranty is not transferable. This warranty shall be void and shall not apply where the equipment or any part thereof

- (a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- (b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- (c) 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
- (d) 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 & 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.

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 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, the motor 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: _____

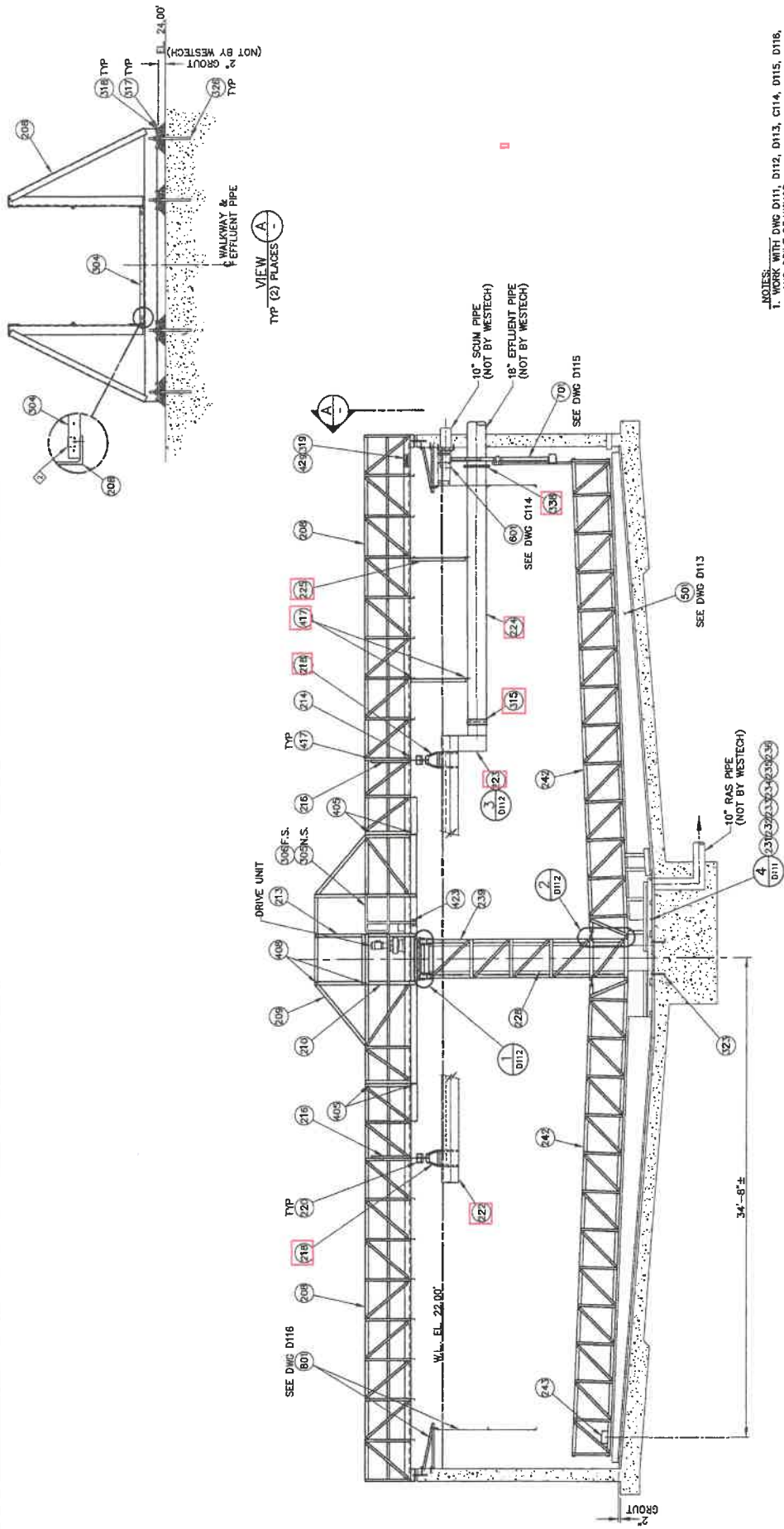
Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

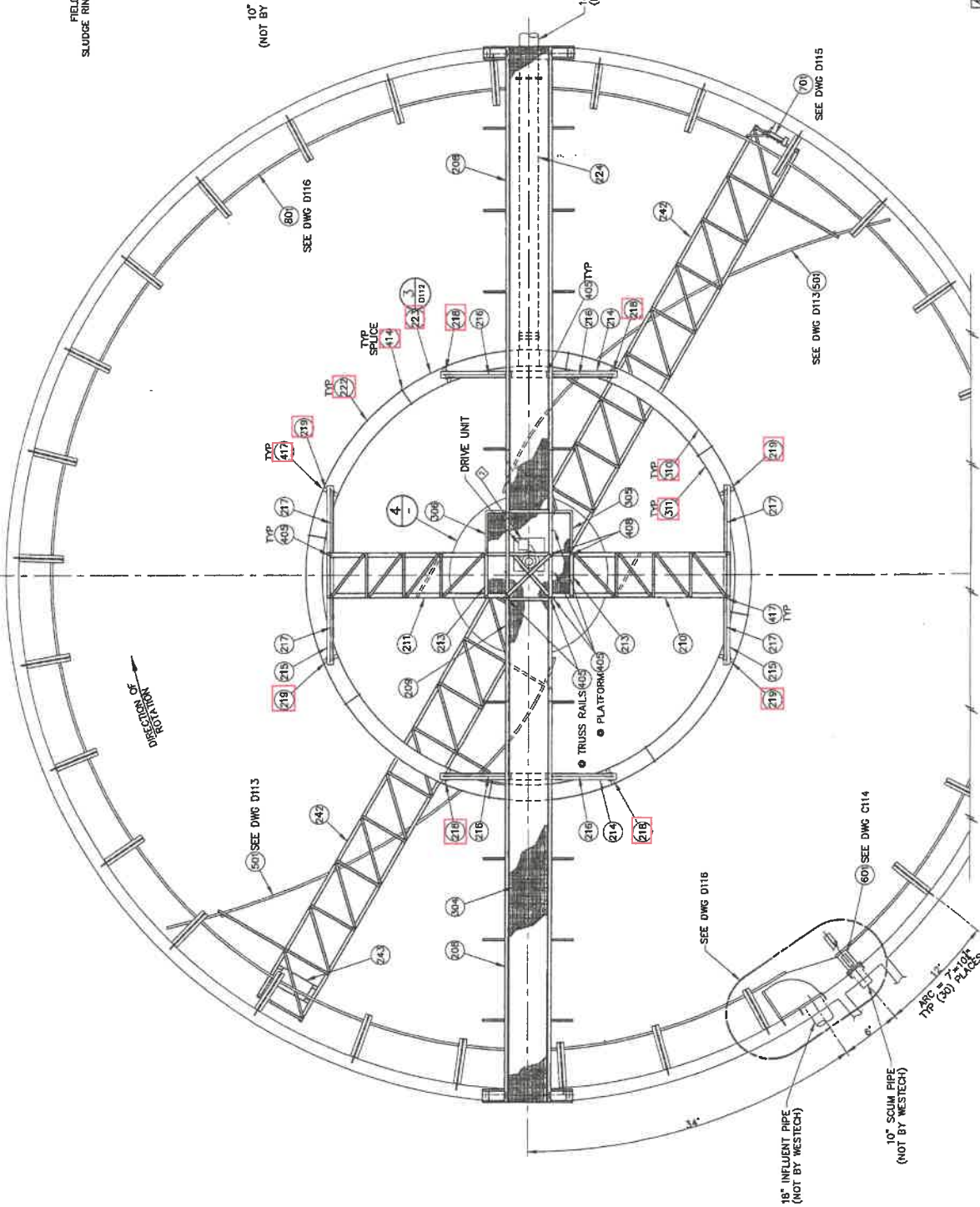
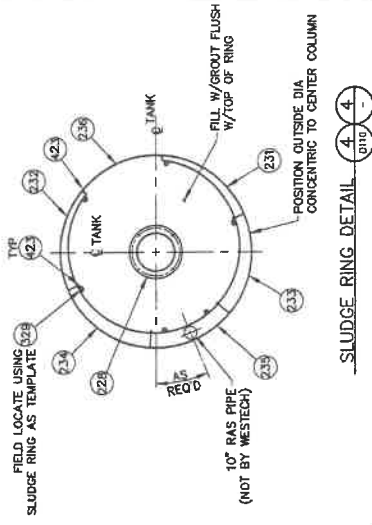
Date: _____



NOTES:
 1. WORK WITH DWG D111, D112, D113, C114, D115, D116, AND DRIVE DRAWINGS.
 2. GRATING IS ATTACHED W/SST SELF TAPPING SCREWS THAT REQUIRE FIELD DRILLING PILOT HOLES IN WALKWAY STRUCTURE. MIN. (4) PER PANEL.

BACKCHARGES FOR FIELD WORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTTECH ENGINEERING, INC.

PROJECT NO.	CLC390	DATE	7-5-07	DIA	75'-0"
REV.		DATE			
BY		CHK		DATE	
APP.		DATE			
SCALE	NONE	1-03	TH	PRO	LR
The drawing is property of WESTTECH ENGINEERING, INC. and is to be used only for the project and location specified. Any other use without the written permission of WESTTECH ENGINEERING, INC. is prohibited.					
WestTECH				D110	19057A



NOTES:
 1. WORK WITH DWG D110, D112, D113, C114, D115, D116 TO LOCATE CENTER COLUMN V-NOTCH TO BE LOCATED SAME SIDE OF TANK & AS DRIVE TORQUE INDICATOR.

BACKCHARGES FOR FIELD WORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTTECH ENGINEERING, INC.

CLARIFIER ERECTION - PLAN

PROJECT NO.	19057A
DATE	D111
BY	CHG
DATE	
LTR	

PROJECT MANAGER: [Signature]

DATE: 1-03

TR: PRO

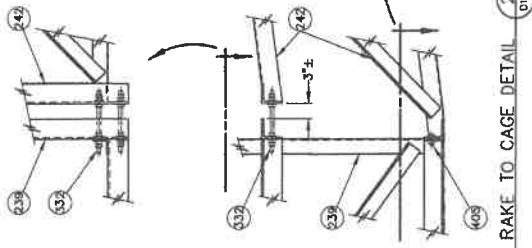
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75'-0" DIA

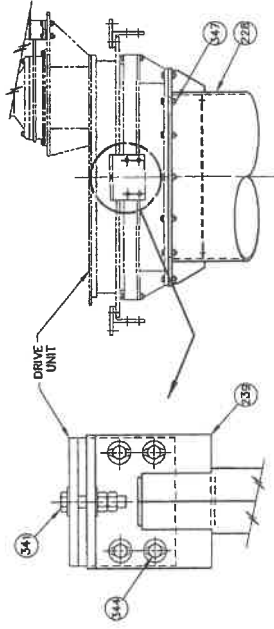
CLC360

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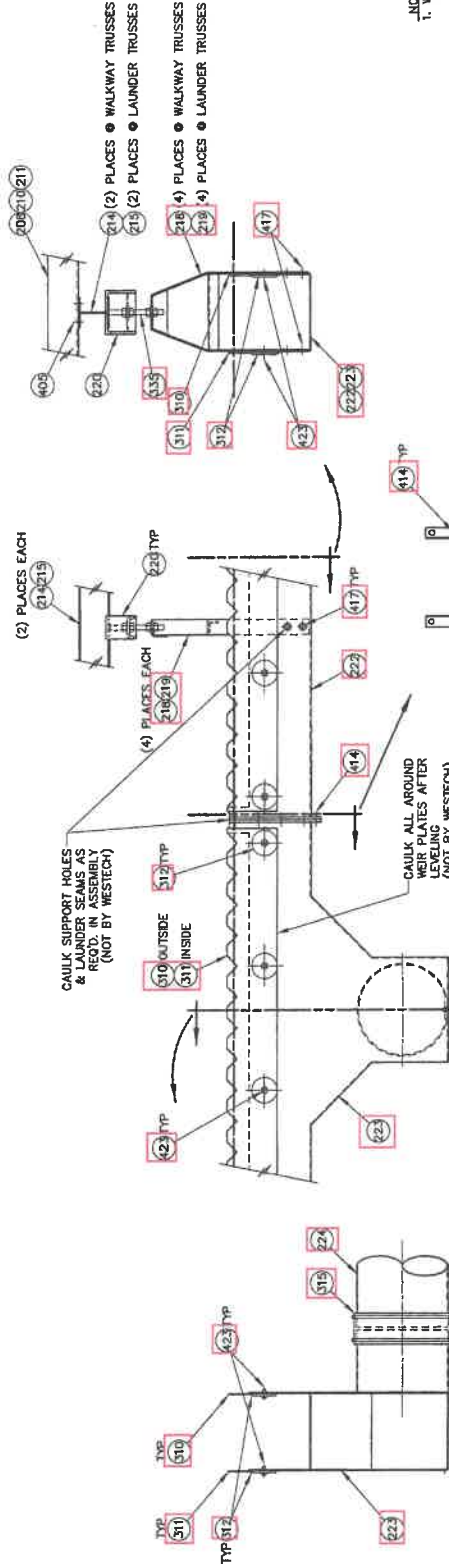
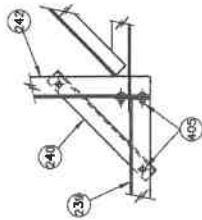
RAKE TO CAGE DETAIL **2** of 3



DRIVE TO CAGE
TYP (4) PLACES

DRIVE TO COLUMN

DRIVE CONNECTION DETAILS **1** of 10



EFFLUENT LAUNDRER DETAILS **3** of 3

NOTES:
1. WORK WITH DWG D110, D111 & DRIVE DRAWINGS.

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CLARIFIER ERECTION DETAILS

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75'-0"

DATE	BY	CHKD	DATE
1-03	TH	PRO	1-03
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PROJECT NUMBER		PROJECT NAME	
D112		19057A	

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