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 Web: wsgandsolutions.com

September 29, 2022

City of Cartersville  
 P.O. Box 1390  
 Cartersville, GA 30120

Attn.: Mr. Scott Moody

Subject:                    Cartersville, Georgia Replacement components for One (1) Chain & Bucket Grit Collector WSG & Solutions, Inc. Proposal No. A18423-CP	C. Schramek N. Panek R. Hall File-WSG-A18423-CP
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WSG & Solutions, Inc. is pleased to offer this proposal on the above project.

Should additional information be required, please do not hesitate to contact or telephone me directly at 267-638-3022.

Please Note: - A "Signed Purchase Order along with mutually agreed upon Terms and Conditions" must be in our possession before manufacturing of equipment begins. All purchase orders are to be addressed to WSG & Solutions, Inc.  
 - If delivery is critical, we propose an "As-Sold Proposal", this proposal should be signed by an authorized individual as the basis of our Contract and attached to the Purchase Order.

Thank you for the opportunity of quoting on your requirements. We trust our Proposal will receive your favorable consideration.

Very truly yours,

*Michael Ricketson*

Michael Ricketson  
 Senior Sales Associate  
 WSG & Solutions, Inc.

Accepted by:

Purchaser Name:	WSG & Solutions, Inc.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

### SCOPE OF SUPPLY

As the original equipment supplier, WSG & Solutions, Inc. proposes to supply the following replacement components for a Chain and Bucket Grit Collector originally supplied under our Envirex Contract # 12879 (circa 1993).

ITEM	QUAN	PART NUMBER	PART DESCRIPTION	PRICE (TOTAL)
1	12	303-1881-1	NON-METALLIC WEAR SHOE	\$396.00
2	6	103-81133-1	CHAIN ATTACHMENT PIN	\$72.00
3	10 FT	841-28016	720S CHAIN STRAND, PLAIN	\$1,050.00
4	4	841-28375	ATTACHMENT LINK FOR 720S CHAIN	\$576.00
5	20	841-32520	CHAIN PIN AND COTTER PIN FOR 720S CHAIN	\$820.00
6	15	503-82250-85	BUCKET, CARBON STEEL	\$19,470.00
7	1	HARDWARE	ITEM OF STAINLESS STEEL CARRIAGE BOLTS AND LOCKNUTS FOR ASSEMBLY OF (12) EACH WEAR SHOES TO BUCKETS	\$260.00
8	1	12879-109-100	ITEM OF LOWER EFFLUENT SHAFT PARTS INCLUDING (1) SHAFT, (2) SPROCKETS, (2) WALL BEARINGS, (1) COLLAR AND (2) SPACERS (ITEM OF LOOSE PARTS FOR ASSEMBLY BY CUSTOMER)	\$11,584.00
9	1	12283-113-100	ITEM OF UPPER EFFLUENT SHAFT PARTS INCLUDING (1) SHAFT, (2) SPROCKETS, (2) WALL BEARINGS AND (4) COLLARS (ITEM OF LOOSE PARTS FOR ASSEMBLY BY CUSTOMER)	\$14,831.00
			<b>TOTAL PRICE =</b>	<b>\$49,059.00</b>

Our price includes only the specific items detailed in this proposal.



**PAYMENT AND PRICE TERMS:**

**The prices quoted do not include taxes of any kind. Freight is included.**

This proposal and these prices are valid for a period of thirty (30) days.

**100% due upon Shipment payable net 30 days from the date of shipment for the value of material as shipped (or as ready for shipment, if shipment is delayed by you).**

In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. WSG & Solutions, Inc. reserves the right to ship, invoice and collect for partial shipments.

**FREIGHT:**

Price is FOB Shipping Point with least expensive freight allowed to the jobsite. Our price does not include any costs for unloading, transporting on the site or storage.

**CONDITIONS OF SALE:**

WSG & Solutions, Inc. Standard Terms of Sale are attached and shall become part of any contract resulting from this proposal.

**SHIPMENT INFORMATION:**

**\* Shipment will be approximately 18 - 20 weeks ARO and signed final contract. Please be advised that our delivery dates and our supply chain may be affected by the current COVID-19 virus situation across the country.**

**Due to COVID-19, we are moving from paper to electronic invoicing. Please supply contact name and email address for invoicing purposes when ordering.**

Our equipment is priced to ship in accordance with the above quoted timing which is subject to availability of fabrication resources. Actual timing will be confirmed and acknowledged upon receipt of a purchase order and final contract agreement. Shipments delayed by the Purchaser will be subject to an assessment at the rate of 1.5% per month of the value of the contract

**FIELD SERVICES:**

Field Service technician consultation may be purchased at the per diem rate of \$1,400.00 per eight (8) hour day, Monday through Friday inclusive. Travel time will be charged to and from Purchaser's construction site. **Traveling, living and incidental expenses will be charged at cost** including shipping charges on tools and other equipment, which the field service representative has shipped to the construction site. Overtime and Saturday work is charged at time and one-half. Sunday will be charged double time; time worked on US Holidays will be charged triple time.

**STANDARD TERMS OF SALE**

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, “Equipment”), referred to in Seller’s purchase order, quotation, proposal or acknowledgment, as the case may be (“Seller’s Documentation”). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer’s assent to these terms. Seller rejects all additional or different terms in any of Buyer’s forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller’s Documentation. Unless Seller’s Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Partial shipments and invoices will be allowed unless otherwise agreed by the parties. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller’s reasonable costs (including attorneys’ fees) of collecting amounts due but unpaid. All orders are subject to credit insurance approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller’s Documentation. Unless Seller’s Documentation provides otherwise, Delivery terms are F.O.B. Shipping Point.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller’s property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer’s use of the Equipment. Buyer shall not disclose any such material to third parties without Seller’s prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller’s Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller’s Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within twelve (12) months from shipment (the “Warranty Period”), Seller shall, at its sole option and as Buyer’s sole remedy, repair or replace the subject parts. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller’s warranty is conditioned on Buyer’s (a) operating and maintaining the Equipment in accordance with Seller’s instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller’s warranty does not cover wear and tear of the components once put into operation, damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). **THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER’S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller’s negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller’s indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or

disturbance, fire, accident, war or civil disturbance, pandemic, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.  
In the event Buyer wishes to return material for credit - A return material authorization (R. M. A.) must be issued from the Seller before any return. Equipment to be returned must be in new condition, suitable for restocking and resale. Non stock items are not returnable. Items invoiced over 12 months prior are not returnable. Restocking fee of 25% of item value applies. Return freight and associated costs are for the account of the Buyer.
10. **Assignment.** Seller may assign, transfer or subcontract any Order or any right or any obligation hereunder without Buyer's prior written consent. Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the agreement and/or assign proceeds of the agreement without Buyer's consent.
11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
12. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
13. **RESERVATION CLAUSE (International ONLY-including Canada and Mexico).** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the contract, including any export license requirements. Buyer agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.  
BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
14. **Escalation Clause.** Seller has no control over the metals markets and the fluctuations of base metals cost and surcharges imposed on shipments of steel. The prices in the proposal are therefore subject to adjustment reflecting changes in the CRU Steel Price Index Forecast published by CRU International at [www.cruspifutures.com](http://www.cruspifutures.com) for the base material costs, and the Allegheny Ludlum surcharge calculator/surcharge history data published monthly and is available at [www.alleghenyludlum.com/ludlum/pages/SurchargeCalculator/SurchargeHistory.asp](http://www.alleghenyludlum.com/ludlum/pages/SurchargeCalculator/SurchargeHistory.asp). Changes made by the Buyer to the quoted schedule will be subject to escalation as provided herein. If the index and surcharge data published at the date of actual material procurement exceeds the index and surcharge data values at the proposal validity date, Seller has the right to change the price for the material portion of the contract and it may be increased in accordance with the changes in the index and surcharge data



values. Price changes will be the difference between the actual material purchase costs as indicated by the CRU steel price index and surcharge calculator data at the date of purchase and the material costs in effect as indicated by the CRU steel price index and surcharge calculator data as of the date of the proposal. It is understood and agreed that it shall be Seller's option as to whether or not to invoke escalation. All invoices for escalation will include supporting documentation as required.