

QUOTATION FOR PRODUCTS/SERVICES
<b><u>Material &amp; Services Quotation</u></b>
Quote Number: 190219-1016
Date: 03/05/19

**Project Name:** Allenwood Drainage Improvement Project

**Project Location:** Allen, TX

**Bid Date:** 3/6/2019

**Attention:** All Bidders

**FOR INFORMATION AND TO PLACE AN ORDER:**

1. REFERENCE THIS QUOTE NUMBER: **190219-1016**
2. Review, complete and submit the Thompson Pipe Group attachments in section IV.

**3. CONTACT:** Aaron Huttel  
Regional Sales Manager  
Thompson Pipe Group  
1003 MacArthur Blvd Grand Prairie, TX 75050

Tel: 225-658-6166  
Fax: 972/266-7584  
Email: ahuttel@thompsonpipegroup.com

This quotation is our interpretation of the project plans and specifications dated 2/21/2019. Our estimate is provided as a courtesy only, and we make no representation or warranty regarding its accuracy or completeness. You, therefore, remain responsible for verifying our engineering prior to manufacturing and shipment. Any changes to the listed materials must be negotiated and will be charged on the basis of our Standard Price List.

An Equal Opportunity Employer

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#### **I. THOMPSON PIPE GROUP FURNISHED MATERIALS AND/OR SERVICES**

We propose furnish the following Pressure Pipe materials or services in accordance with the applicable AWWA Standard, at the prices and conditions listed below:

Item No.	Description	Qty	Unit Price	Extended Price
1	24" B303 150-12	70	\$313.00	\$21,910.00
2	24" 5 to 22.5 degree elbow	4	\$10,832.00	\$43,328.00
3	24" B303 Butt-Straps with (2) each 6" handholes	6	\$3,396.00	\$20,376.00
4	24" B303 PE x CL D Flg Adaptor	4	\$3,182.00	\$12,728.00
5	24" B303 PE x Gkt Adaptors	2	\$2,096.00	\$4,192.00
6	24" Snap Ring Joints	7	\$396.00	\$2,772.00
7	Welding Service to cut and weld (6) Each 24" Butt-Straps on 24" Pipe	1	\$5,070.00	\$5,070.00
8	Freight	1	\$500.00	\$500.00
			<b>SubTotal</b>	<b>\$110,876.00</b>

#### **Scheduling of Welding Services (if applicable)**

Welding services must be scheduled 2- 3 weeks in advance of the work to be performed. The actual date/time of welding service is subject to mutual agreement and must be confirmed by Thompson Pipe Group.

#### **Material Delivery Terms: (if applicable)**

F.O.B Origin

1) If these quoted materials are used to connect to an existing concrete pressure pipeline, it is the responsibility of the purchaser to ensure that the existing pipeline is properly restrained to account for any thrust forces that may result from this modification. Please contact Thompson Pipe Group staff if there are any concerns or questions regarding the use of this material.

2) DIP mechanical accessories are not included with this quote

3) Freight to be FOB Thompson Pipe Group facility, pre-paid and add. 3) Not applicable to this quote. Freight cost quoted item No. 8. Aaron Huttel 03/29/19

4) Delivery: Estimated 8-10 weeks from approved drawings. Specific delivery dates must be confirmed at the time of order.

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## **II. SPECIAL NOTES PERTAINING TO PRICES QUOTED**

The following notes are a condition of the pricing quoted herein:

- 1 Prices are firm for 10 days from the date of this quote.
- 2 Pricing may include one laying gasket (polyisoprene, 60 Duro) and one grout wrapper per Thompson Pipe Group joint.
- 3 A cancellation charge applies if the order is cancelled. Materials are not eligible for return and credit unless specifically authorized by Thompson Pipe Group.  
Normal business hours are defined as 8:00am to 5:00pm, Monday thru Friday, exclusive of holidays. OVER TIME
- 4 CHARGES APPLY IF WORK IS PERFORMED AFTER NORMAL BUSINESS HOURS. Technician(s) will have a \$150.00 per hour / per technician over time charge.
- 5 STANDBY charges may apply and will be to buyers account.
- 6 ALL QUOTED PRICING is contingent upon the customer furnishing materials and/or services as defined in section III of this quotation.  
Thompson Pipe Group personnel are not permitted to enter excavations which do not meet Occupational Safety and
- 7 Health Administration (OSHA) Safety standards. CONFINED SPACES WILL NOT BE ENTERED UNTIL OSHA PERMIT ENTRY PROCEDURES HAVE BEEN COMPLETED.  
Note: Tapping assemblies are subject to 100% minimum manufacturing/restocking fee if taps are cancelled after
- 8 assemblies have been ordered. **CI 150 Standard Shop coat & Alloy Hardware unless otherwise noted. Any changes will be to the buyers account.**
- 9 Customer responsible for providing and mounting tapping valve suitable for tapping operation.

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### **III. CUSTOMER FURNISHED MATERIALS AND/OR SERVICES REQUIRED**

ALL PRICING is contingent upon the customer furnishing materials and/or services identified below:

#### **Site Preparation**

- 1 Arranging and paying for all necessary permits, licenses, fees and/or inspections
- 2 All excavation de-watering, ventilation and/or scaffolding necessary to provide clear and safe work space per applicable OSHA requirements.
- 3 Removal of all hazardous and /or explosive chemicals from within pipeline, and surrounding area

#### **Safety**

- 1 Site excavations must meet Occupational Safety and Health Administration (OSHA) Safety Standards
- 2 CONFINED SPACES WILL NOT BE ENTERED UNTIL OSHA PERMIT ENTRY PROCEDURES HAVE BEEN COMPLETED to our personnel's satisfaction.
- 3 The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, you or your representative must furnish barricades and assistance.

#### **Equipment & Utilities - Personnel to operate required.**

- 1 Furnish electric power and lighting as required by us to perform our work.
- 2 Furnish an air compressor capable of operating and delivering compressed air at 120 cfm at 90 psi.
- 3 Furnishing any necessary lifting equipment to lift, move, set or place our furnished equipment or materials.

#### **Labor**

- 1 Furnish at a minimum, one man designated as your representative to provide safety oversight. Your representative must be available to us at all times when we are performing work on site for you.
- 2 Labor to assist in dragging welding lead, short pipe and air hose in and out of pipeline.

#### **Pipeline Preparation**

- 1 Labor and material as required to furnish and provide a protective mortar coating encasement to all pipeline exposed steel surfaces after we complete our work.
- 2 Provide any weather protection required.
- 3 You or your representative will be asked by our personnel to verify and confirm the pipeline operating pressure is reduced to a safe working limit (generally 0-10 psi)

#### **Post Repair**

- 1 Clean-up and debris removal.
- 2 Inspection of the work
- 3 Labor & material for grouting.
- 4 Restoring the pipeline and site to service after our work is complete

### **IV. THOMPSON PIPE GROUP ATTACHMENTS PROVIDED WITH THIS QUOTATION**

- Customer information sheet (**Complete and return with order**)

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**PIPELINE SERVICES - TERMS AND CONDITIONS**

THOMPSON PIPE GROUP Rev. 8-01-2017

**TAXES** Sales or Use Tax are not included. Purchaser is responsible for payment of any such assessments. If project is tax exempt, purchaser must furnish a tax exemption certificate or tax will be invoiced.

Materials on this project are: Exempt\_\_\_\_  
 Taxable\_\_\_\_ Percentage\_\_\_\_

**ESCALATION** Prices are firm for material shipped within 120 days of our acceptance of your order. Prices for material shipped after 120 days will be increased 1.5% per quarter until complete shipment is made on the order.

**DELIVERY** Ready-to-ship/delivery noted elsewhere within this quotation is based on current production schedules, and is based on your release for manufacturing or our receipt of approved drawings, and receipt of purchase order. Completed at a rate jointly determined by the purchaser and seller, subject to the terms and conditions herein. Changes in our production schedule prior to acceptance of this quotation may require adjustments in the delivery estimate. NOTE: Jobsite must be accessible to normal truck/trailer operations with no pushing or pulling allowed on truck/trailer.

**OTHER MATERIALS, GOODS, SERVICES OR APPURTENANCES** Only items specifically stated are included in the price(s).

**PAYMENT TERMS** Payment in full is due 30 days after date of invoice. Retainage is not allowed.

**SERVICE CHARGE** 1.5% per month on the unpaid balance will be due on all amounts unpaid 30 days after the due date.

**ACCEPTANCE** This quotation is valid for acceptance for 30 days from date of bid shown on this quotation. If an award is not made within that time, we will accept an order from you contingent upon your receipt of a contract with the owner.

**SERVICE WARRANTY** All service work, including but not limited to tapping, welding, line stop, field representation performed by us is subject to the satisfaction and acceptance of the customer at the time of performance, and no other responsibility or liability is accepted or implied by us.

**TAPPING** Coupon retrieval is not guaranteed and in the event coupon is not retrieved or pilot bit is broken, Thompson Pipe Group is not liable for any costs associated with retrieval.

**BASIS OF QUOTATION** This quotation is made subject to the attached terms and conditions. All quotations are subject to correction of stenographic errors.

Rev. 8-01-2017

**CUSTOMER ACCEPTANCE**

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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Thompson Pipe Group Rev. 8-01-2017

**OUR RESPONSIBILITY IS LIMITED TO ADVISE ONLY** Our Pipeline Service representative duties are limited to providing technical advice only to you or your designated representatives. Our Pipeline Service technical advice may be associated with the repair, alteration, maintenance, removal, pre-installation, installation and/or inspection of pressurized water pipe systems. Our Pipeline Service representative shall not be held responsible for any instructions or technical advice provided to you or your third party that you may appoint in connection with the design, installation or use of the service or materials sold by us.

**WE SHALL NOT BE HELD RESPONSIBLE FOR:**

- Damage to pipeline, tapping valves, saddles, or existing utility occurring after satisfactory completion of our work
- When tapping services are performed, the guaranteed retrieval of the entire concrete core/coupon

Our Pipeline Service representative has no authority to modify these terms or bind us in any way.

**YOUR RESPONSIBILITIES WHEN WE PERFORM SERVICE WORK INCLUDING PIPELINE REPAIR, WELDING, AND/OR TAPPING SERVICES** As applicable to the work to be performed by us, you or your designated third party representative will furnish the following, unless specifically stated otherwise in your applicable Purchase Order:

1. Labor to assist us with the work, including foremen and superintendents. Furnish at a minimum, one man designated as your representative to provide safety oversight and any labor assistance required by us. Your representative must be available to us at all times when we are performing work on site for you.
2. Utilities, consumables, supplies, materials, tools, and other material necessary for us to start, perform, repair, operate or test the work including, but not limited to the following:
  - Furnish electric power and lighting as required by us to perform our work.
  - Furnish an air compressor necessary to operate our furnished equipment and tools. At a minimum, the air compressor shall be capable of operating and delivering compressed air at 120 cfm at 90 psi.
  - Furnishing any necessary lifting equipment to lift, move, set or place our furnished equipment or materials.
3. A prepared and safe work site, including but not limited to the following:
  - Arranging for and payment of all necessary permits, licenses, fees and/or inspections required for us to perform our service work.
  - Ensuring a safe working environment exists. You shall be responsible for providing and ensuring a safe working environment where our field representatives have been requested to perform services or work by you. Our personnel will not enter excavations which do not meet Occupational Safety and Health Administration (OSHA) Safety Standards. **CONFINED SPACES WILL NOT BE ENTERED UNTIL OSHA PERMIT ENTRY PROCEDURES HAVE BEEN COMPLETED** to our personnel's satisfaction.
  - Should our personnel determine the working environment to be unsafe, for any reason, we shall be entitled to suspend services until the work environment is considered safe.
  - Ensuring the work site location is accessible via way of a suitable roadway from a public highway. If the jobsite location or site conditions require traffic control or assistance, you or your representative must furnish that assistance.
  - Provide any weather protection required.
4. Appropriate access to the pipeline so that we may perform our work, including but not limited to the following:
  - Furnish all work necessary to prepare the worksite including, but not limited to, excavating, placing or setting barricades, excavation to uncover pipeline and create sufficient work space, installing sheeting or shoring, installing scaffolding, ventilation and dewatering. The preceding work and other work as necessary shall be performed by you or your representative to ensure our work may be performed in a safe working environment that conforms to all applicable OSHA requirements.

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- Removal and cleaning of all hazardous and /or explosive chemicals from within pipeline, or within pipeline surrounding area where our services will be performed.
  - Furnish any thrust blocks, reaction blocking, concrete cradles or other supports required before, at the time of, or after our work is performed.
  - Providing valve boxes and extension stems unless specifically stated in your purchase order that we are to provide.
  - Ensure that the pipeline operating pressure is reduced to a safe working limit (generally 0-10 psi) so that we may perform our work. You or your representative may be asked by our personnel to verify and confirm the operational status of your or your client's pipeline before our personnel perform service work.
5. Restoring the pipeline and site to service after our work is complete.
- Labor and material as required furnishing and providing a protective mortar coating encasement to all pipeline exposed steel surfaces after we complete our work.
  - Clean-up and debris removal.
  - Inspection of the work.

**SERVICE WARRANTY:** All service work, including but not limited to tapping, welding, line stop, field representation, performed by us is subject to the satisfaction and acceptance of the customer at the time of performance, and no other responsibility or liability is accepted or implied by us.

**QUOTATION FOR PRODUCTS/SERVICES****Material & Services Quotation****Quote Number: 190219-1016****Date: 03/05/19****Materials - TERMS AND CONDITIONS**

These terms and conditions are an offer by us to you, subject to the approval of our credit department, and may only be accepted on these exact terms and conditions. The contract formed by your acceptance of this Quotation will constitute the exclusive, complete and final agreement between us, and there are no other agreements, representations, promises or statements between us either expressed or implied. If you issue a document of your own, this Quotation shall supersede the terms and conditions of your document. If you do not sign and return this document, your acceptance of delivery of materials we ship hereunder shall serve as your agreement that this document constitutes the exclusive, complete and final agreement between us.

**1. Prices and Payment**

All payments for materials and/or services furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket, our delivery records, or our site service report records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

**2. Delivery**

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents, governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

**3. Warranty and Limitations**

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.



**QUOTATION FOR PRODUCTS/SERVICES****Material & Services Quotation****Quote Number: 190219-1016****Date: 03/05/19****4. Damage In Transit**

Shipments must be inspected by you before unloading to ascertain any damage en route. Charges for inspections or tests are your expense. Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

**5. Indemnity**

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

**6. Force Majeure**

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or governmental authority substantially affects our operations, in the event we suspend or discontinue business for any reason, or any other reason beyond our control.

**7. Cancellation Charges**

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

**8. Governing Law**

The contract formed pursuant to these terms, conditions, and specifications and the obligations thereby imposed on us and you shall be governed by and construed according to the laws of the State of Texas. You hereby expressly and irrevocably agree that we may bring any action or claim to enforce the contract formed pursuant to these Terms and Conditions in the State or Federal Court of competent jurisdiction for Dallas County, Texas, and you hereby irrevocably consent to jurisdiction in that Court. You hereby further irrevocably consent to service of process in accordance with the provisions of the laws of the State of Texas.

**9. Miscellaneous**

- a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
- b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.
- c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however; and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
- d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.
- e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.
- f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.
- g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.
- h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.
- i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.