

April 22, 2021

Attention: David Veloza

Reference: **(1) 30 ft. dia Aluminum Dome Cover Parts and Replacement
Cocoa, FL – Weewahootee WTP
CST Covers Inquiry #146955**

Dear David,

CST Covers proposes to furnish all labor, materials, and equipment specified below to completely fabricate, deliver, install, and perform labor for the following replacement parts for the 30' covers located in Cocoa FL. The parts and service will be in general accordance with the original project specifications and design and as stated herein. The details and pricing listed below are for both covers with installation performed in sequence with a two (2) week downtime on site between cover one (1) and cover two (2) with two mobilizations Included in base bid.

A. ALUMINUM ROOF COMPLETE AND CONSISTING OF THE FOLLOWING:

1. Replacement Parts: (Existing Domes)
 - 64.25-inch diameter Stack Cap at apex – 1 each per cover (2-total)
 - Triangular dome closure panels – 16 each per cover (32-total)
 - Batten Bars and Silicone Batten Seals – 28 each per cover (56-total)
 - Replacement 36-inch square hatch – 1 each per cover (2-total)
 - Gusset Covers – 12 each per cover (24-total)
 - 316SS Fasteners – As required for batten and appurtenances listed in Section A only
 - Aluminum Flashing – 8 each per cover (16-total)
 - Additional stiffeners per CST standard design – 16 each per cover (32-total)
 - Silicone Sealant – As required for components listed above

B. MISCELLANEOUS ITEMS INCLUDE THE FOLLOWING:

1. Crating and freight to jobsite.

C. PRICE IS BASED & CONTINGENT UPON

1. Tank(s) to be covered being out-of-service, drained and cleaned (by others) during the cover removal and installation.
2. Weather conditions that allow construction procedures to be performed. Temperatures below 40 degrees Fahrenheit and/or precipitation may interrupt the crew's ability to weatherseal (i.e., caulk) the dome(s). Persistent bad weather for any period longer than 48 hours may be grounds for a crew move-in/move-out, which will be charged to the purchaser at the rate stated in the Scope of Work.
3. The dome being considered as "water-tight," not "gas-tight".
4. The area being well drained with adequate space adjacent to the foundation for the storage of material and erection equipment. Area should be accessible and suitable for heavy trucks, cranes, and manlifts for the duration of the project and to allow sufficient bearing for unencumbered 360° access around the structure(s)

for construction equipment. This area must be for the exclusive use of CST Covers' crew and any additional work, not related to the dome (i.e., dike work, pipe racks, etc.), should be installed once the dome structure is in place.

5. Work area(s) not being considered confined space.
6. All walls being level and at a constant elevation (by others).
7. Shipping the materials for all structures at the same time. Should the Purchaser elect to stagger (or sequence) the delivery or installation of the covers, the contract price shall be adjusted to reflect the subsequent packing inefficiencies and resulting increased number of shipping containers and additional crew mobilizations.

D. INSTALLATION:

1. Based on performing the work on a continuous, uninterrupted basis for each cover with two move-in/move-out of equipment and crew. In the unlikely event that additional move-in/move-outs are required, they will be invoiced as contract extras at a rate of \$4,500 each plus the cost of any additional equipment mobilization such as crane, scaffolding, man-lift, etc.
2. Groundwork on the dome will require CST Covers being provided with a clear, flat staging area that is at least dome diameter plus 20 feet in size.
3. Perimeter work on the tank will be performed using ladders if needed to access the flashing and anchors.
4. Price is based on Non-Union/Non-Prevailing Wage

E. GENERAL NOTES

1. If the project is tax-exempt, the purchaser must provide CST Covers with a tax-exempt certificate. If the project is not tax-exempt, the purchaser must furnish CST Covers with a resale certificate. Otherwise, CST Covers will charge applicable sales and use taxes to the purchaser as a contract extra.
2. Because CST Covers is not a local contractor, the punch list for the aluminum cover (if any) shall be provided to CST Covers for action while we are still mobilized at the site. Additional mobilizations for punch list(s) generated after we have demobilized shall be considered a contract extra per Section D.1.

F. BASIC ITEMS NOT INCLUDED

1. Supply of any appurtenances not specified herein.
2. Crane, man lifts, and rental equipment for removal/reinstallation of domes. Any required equipment will be coordinated with owner, provided by others, and available for use on site as needed to avoid downtime for CST crew.
3. Replacement hardware and pins for the shoe mounting location.
4. Removal and reinstallation of any materials not provided by CST or specified in this proposal.
5. Extra labor and materials required if the tank dimensions or conditions are different than specified.
6. Existing tank must be level and flat for dome to anchor and seal properly. Unacceptable top of tank conditions may result in additional charges.
7. Staging area, including crane pad, are excluded, and will be provided by others.
8. Building permits, bonds, or taxes other than specified herein.



9. Any work of any other trades, such as electrical, pipefitting, painting, ductwork, or miscellaneous metalwork (e.g., handrails, platforms, etc.) except as specifically noted herein.
10. All stairways, walkways, platforms, handrailing, walkway grating, stairway grating, checkered plate, etc.; (except as specifically noted).
11. Warranty for buyout items (non-CST Covers manufacture) such as louvers, vents, fans, motors, etc. are the responsibility of the manufacturer of the specific item and not included in CST Covers warranty agreement.
12. Field welding.
13. Earthwork or landscaping repair of area used for crane set-up and setting of the dome(s) after completion of the structure(s).

G. TOTAL LUMP SUM PRICE

Lump Sum Pricing for Full Scope as specified above for (2) 30' Domes - Materials & Install: \$162,842

Optional Deduct – Second Mobilization: \$4,500 *

* Available if work is scheduled to avoid the 2-week delay between each cover. This should be requested prior to initial mobilization to avoid last minute schedule conflicts for the crew.

Optional Deduct – Working in Place: \$12,000 **

** Available if parts identified in section A can be replaced with the cover in place on the tank. This deduct avoids labor for CST and additional cost by owner for cranes, matting, ground prep, etc. for the cover removal and reinstallation. This must be exercised at time of issuance of the PO for planning purposes.

H. DESIGN CONSIDERATIONS:

1. Per original cover design

I. VALIDITY:

1. This proposal is offered for your acceptance not later than 90 days after the proposal offer date.
2. The prices quoted are based on the current material costs of metals. Due to the current unprecedented volatility in the metals market, we reserve the right to review pricing for orders received and adjust our price accordingly.

J. TERMS OF PAYMENT:

1. See "CST Industries Terms and Conditions of Sale for CST Industries Product Lines" included with this proposal.

K. SHIPPING INFORMATION:

Point of origin is Conroe, Texas.



L. SCHEDULE: (Subject to workload at time of order.)

Material delivery and installation as mutually agreed after CST Covers has reviewed the customer's proposed CPM schedule for the project. (Note: Delivery is contingent upon availability of materials at the time of order)

CST will provide a tentative completion date of August 6, 2021 with the following condition and clarifications:

- CST will have to receive and execute a purchase order no later than May 10, 2021.
- CST tentative completion date is based on current inventory of raw material extrusions. Inventory is subject to change and completion may be impacted by other orders received and executed prior to this order. Current lead time for batten extrusion is 12 weeks.

M. WARRANTY

CST guarantees the material and installation for the replacement parts per "CST Industries Limited Warranty" included with this proposal.

CST's inability to install per the original design due to non-replaced material that is inconsistent with the original design cannot be covered under warranty nor can it be guaranteed. If this occurs, CST will provide documentation and request guidance while on site.

Respectfully Submitted,

Heath Dykes, PMP
Project Manager

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816-787-3611 mobile
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www.cstcovers.com

CST Industries

Terms and Conditions of Sale for CST Industries Product Lines

1. **Offer and Price Increases.** This offer shall constitute an offer to sell goods described herein by CST Industries (Seller). This offer shall be construed as inviting acceptance by Buyer in any reasonable manner. If Seller's steel or other material supplier increases its prices materially to Seller prior to delivery of goods, Seller may increase selling price of the goods by an amount equal to the percentage increase in the cost of Seller's steel or other materials from date of Buyer's acceptance of Seller's offer and the effective date of steel or other material increase to Seller. Seller shall give Buyer 30 days written notice of any such increase; and, unless Buyer shall within such period notify Seller in writing that it is unwilling to accept any such increase, the increased price shall be paid on all goods shipped after such 30-day period. If Buyer shall notify Seller in writing of its dissent, Seller shall have the right to cancel this Offer by giving to Buyer written notice within ten days after receipt by Seller of Buyer's notice. Stenographic and clerical errors are subject to correction by Seller.
2. **Acceptance.** The terms and conditions of this Offer shall apply and become a part of the contract between Seller and Buyer unless specifically changed in writing and signed by an executive officer of Seller. The terms and conditions of this Offer shall in all cases, without exception, control and take precedence over any terms and conditions in Buyer's acceptance. Buyer's acceptance of this Offer shall be prima facie evidence of acceptance by Buyer of Seller's terms and conditions as controlling. Any conflicting terms and conditions in any purchase order, acknowledgement or other document utilized by Buyer in this transaction, are expressly rejected by Seller.
3. **Delivery.** Unless otherwise stated on the face hereof, the price and delivery of all goods, are FOB Seller's factory. Title to the goods shall pass to Buyer when the goods are duly delivered to Carrier at Seller's factory, except where Buyer requests a delay in shipment, in which case the title shall pass to the Buyer when the goods are ready for shipment. If Buyer requests a delay in shipment, then Buyer shall pay Seller's standard storage charges for the period from the scheduled shipment date to the actual date of shipment. Such storage charges shall include insurance coverage for the buyer's stored product.
4. **Risk or Loss.** The risk of loss to the goods shall pass to Buyer when the goods are duly delivered to the Carrier at Seller's factory, except where the Buyer requests a delay in shipment as described above. The processing of freight claims or loss claims is the responsibility of Buyer.
5. **Seller's Limited Warranty.** Refer to the attached Limited Warranty (Tanks and Covers), Document # 283970-000.
6. **Method of Shipment and Freight Charges.** Orders specifically including freight or other transportation charges are based on rates in effect on date of acceptance of this Offer and on the routing of shipment arranged by Seller. Seller will ship goods in accordance with Buyer's routing whenever such routing will not result in an increase in freight or other transportation charges. In the event of such increases, the payment of any additional freight or other transportation charges is guaranteed by Buyer to Seller's satisfaction. The goods shall be packaged for shipment at the lowest acceptable rate by common or other carrier, or any other method deemed necessary or advisable by Seller. Marking shall be in accordance with ordinary commercial practice at place of shipment, unless otherwise designated by Buyer and accepted by Seller.
7. **Force Majeure.** Shipping and delivery dates are approximate and are based upon Seller's ability to obtain all necessary labor, materials and parts and, where applicable, the receipt of all necessary information, plans or specifications from Buyer. Seller shall not be liable for damages resulting from any delay or failure to deliver the goods, or otherwise perform under this Offer, due to circumstances beyond its control and not occasioned by its fault or negligence, including but not being limited to, any act of government, inability to obtain materials, failure of vendors, strikes, labor disputes, civil commotion, acts of God, or other occurrences rendering Seller's performance commercially impracticable, regardless of whether such occurrences are foreseeable. In the event of a production shortage, Seller shall have the right to allocate its available goods among its customers in such a manner as Seller shall desire.
8. **Invoice & Hold.** Due to the custom nature of Seller's products and equipment, the Buyer accepts title on the later of when the units are completed or the promised ship date. Buyer will be invoiced immediately and accept responsibility for payment and any applicable storage fees.

Storage Fees - Two (2) weeks "grace period" from agreed upon promised ship date - no charge. A charge of \$250/tank/week for bolted tanks will be assessed for weeks 3-8. A charge of \$750/tank/week for welded tanks will be assessed for weeks 3-8. The maximum storage period is eight (8) weeks. Arrangements must be made for shipments so that the maximum storage period is not exceeded.

9. **Terms of Payment.** Subject to satisfactory credit approval, as set forth in paragraph 11, the following terms apply:

Negotiated Payment Terms

- * 40% - Material Delivery
- * 25% - Complete Installation Cover #1
- * 25% - Complete Installation Cover #2
- * 10% - Final Acceptance

Note: Freight invoices are due upon receipt of invoice. A late charge of 1.5% per month will be charged on invoices not paid at maturity.

INTERNATIONAL SALES

Payment - 100% Irrevocable Letter of Credit confirmed by a major U.S. bank, payable at sight upon presentation of clean on-board Bill of Lading (ocean or air) and other shipping documents as required.

- 10. Credit Approval.** This Offer is subject to (a) execution by Buyer of such additional contract documents, security agreements, notes or other instruments as Seller shall deem necessary or desirable and (b) Seller's review and acceptance of the financial condition of Buyer. If the financial condition of Buyer at any time does not in the sole judgment of Seller, justify continuance of shipment under the terms of this Offer, Seller reserves the right to ship under reservation, or to require full payment before shipment, delivery or erection. Additionally, Seller may at its discretion file such notices for financial protection under the lien or bond statutes of each state.
- 11. Duty Drawback.** The manufacturer reserves all drawback rights for materials it produces and sells to Buyer. If Buyer exports the product which Seller manufactures, it is agreed that evidence of exportation shall be supplied to Seller to facilitate its claim of drawback upon request and without charge to Seller.
- 12. Security Interest.** To secure payment for goods, Buyer grants to Seller a security interest in the goods and agrees that Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer designates Seller as its attorney-in-fact to execute any financing statements on behalf of Buyer necessary to perfect such security interest.
- 13. Taxes.** Seller's prices do not include sales, excise or similar taxes levied by government authority, either foreign or domestic. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to this transaction, shall be paid by Buyer as part of this sale, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to taxing authorities of the Shipped-To state. On any material picked up by Buyer at the plant, the tax jurisdiction of the FOB state is applicable.
- 14. Additional Work and Inspection.** No extra labor, materials or parts will be furnished under this Offer, unless it has been ordered by Buyer on Seller's sales order form, and the prices and terms of sales are approved by Seller. Seller may at its option subcontract labor, material and parts required by this Offer without Buyer's consent. The goods shall be, at Seller's option, subject to inspection and testing during manufacture. Any inspection by Buyer shall be made prior to shipment at Seller's factory or point of shipment. Unless otherwise agreed to, Seller shall not be responsible for unpacking, storage, field assembly of goods, or construction of foundations. Furthermore, Seller shall not be responsible for the choice of use or linings, sealants, and gasket materials not sold hereunder; or the installation, attachment, or connection of piping, conveying and ventilating equipment, or other attachment of accessories or components not sold hereunder.
- 15. Infringement.** Seller, at its own expense, shall defend the Buyer against any claims which may be instituted against the Buyer alleging infringement of United States Patents relating to the subject matter of the accompanying sales proposal, provided the Buyer gives Seller immediate notice in writing of any such alleged patent infringement claim and permits Seller, through its own counsel, to defend such claim. In such cases, Buyer shall furnish Seller with all needed information and assistance. The obligations of Seller hereunder shall not extend to any infringement claims arising as a result of the use of the equipment as part of any combination of other devices, machinery or parts.
- 16. Cancellation, etc.** Buyer's cancellation of any order is required to be in writing, and Buyer is subject to pay a cancellation fee equal to 25% of the total purchase price plus all non-recoverable costs and expenses.
- 17. Law.** The rights and obligations of the parties shall be governed by the domestic laws of the State of Kansas without regard to its conflict of law rules or the United Nations Convention for the International Sale of Goods.
- 18. Arbitration.** Any dispute, controversy or claim arising under this agreement shall be settled by arbitration in Kansas City, Kansas, pursuant to the American Arbitration Association rules.
- 19. Entire Agreement.** This Offer contains the entire agreement between Seller and Buyer, and no modification of this Offer shall be binding upon Seller unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. No oral or written statements by Seller's sales representatives, or other agents, made after the date hereof shall modify or vary the express terms hereof unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. To the extent any advertising or promotional material of Seller contradicts or disagrees with the terms hereof, Seller and Buyer agree that the terms hereof shall control and that such advertising and/or promotional materials are not part of the agreement between Seller and Buyer.
- 20. Confidentiality of Proposal.** All terms and conditions of this Offer shall be held in strict confidentiality by the Buyer and shall not be divulged by the Buyer to any other person or entity without the express prior written approval of Seller.

**LIMITED WARRANTY**
(Tanks & Covers)

All of the following provisions on this page constitute CST Industries, Inc.'s LIMITED WARRANTY for its products, all of which are part of the terms and conditions of sale.

LIMITED WARRANTY: CST warrants to the original buyer that our products will be free from defects in material and workmanship under normal conditions and use for a period of 12 months from the date of installation or 14 months from the date of shipment, whichever is earlier. This warranty may not be transferred or assigned to any other person or entity other than the original owner of the Project if different from the Buyer. This warranty does not contemplate any future performance by us. This Warranty is contingent upon and will be invalidated by our failure to receive full and timely payment of all invoices relating to the Project.

EXCLUSIONS: This Warranty does not cover products or materials that are not manufactured or sold by us. This warranty does not cover products that have been altered or repaired by anyone other than us without our written consent.

This Warranty excludes damage to or the failure of our products or systems as a result of:

1. Material defects or failures of products not manufactured by us;
2. Fire, flood, high winds, earthquake, lightning strikes, or other catastrophic events or other Acts of God;
3. Vandalism, physical abuse, misuse, neglect, accident, or other physical damage to the products or systems;
4. Exposure to chemicals or other substances, materials, or temperatures that are not anticipated;
5. Physical damage to the integrity of the products including but not limited to, penetrations, crushing, breaking, or other destruction;
6. Any change in use of the products or the project not expressly acknowledged and agreed to by us, including without limitation, the storage of materials with different composition, maximum bulk densities or flow characteristics, or a change in the process;
7. Structural design and operating performance issues, problems or consequences attributable in whole or in part to the correctness of design and operating parameters provided by Buyer or the correctness of interfacing work, material or services provided by Buyer (such as foundations or attached process or control equipment); and
8. Any failure to handle, store, transport, install, maintain, or operate our products in accordance with our instructions, applicable building codes, and standard industry practices. This includes, but is not limited to, proper operation and maintenance, filling and emptying. Ventilation and pressure/vacuum relief devices must be maintained by Buyer to assure that design pressures and vacuums are not exceeded. Grouting, if required, must be installed and properly maintained by Buyer. Tanks, covers, lining/coatings, cover structure or sheeting/panels, sealers and gaskets, etc. must be maintained by Buyer as necessary to protect against damage, wear and corrosion. Buyer must perform tank and cover inspections in accordance with Seller's guidelines and provide written inspection reports to Seller within two (2) months of each required maintenance period. All evidence of tank, cover, or tank lining damage, both internal and external, is to be repaired by Buyer using repair methods specified by Seller.

REMEDY: Your sole and exclusive remedy is limited to our providing you a replacement product or part, repairing the defective product or part, or paying you the prorated value of the defective product or part, at our sole discretion. We will not pay for the labor or other costs to remove or replace the defective product or part, including labor or other costs to remove the contents and/or clean a structure or obtain access to the defective product or part, or freight for shipment of the defective product or part. There may be certain circumstances where we will elect to repair the condition rather than provide you a replacement product or part, as an alternative remedy. In addition, there may be other circumstances that we elect to pay you the prorated value of the defective product or part based on the time remaining on the warranty, as an alternative remedy. This Warranty shall not have failed its essential purpose as long as we are willing to provide comparable replacement product or part or elect one of the alternative remedies.

LIMITATION OF LIABILITY: THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY US AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, LOST SALES, LOSS OF CONTENTS, LOSS OF USE, ANY INABILITY OF BUYER TO PROVIDE PRODUCT OR SERVICES TO A CUSTOMER, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE BUILDING OR ITS CONTENTS AS A RESULT OF FIRE, EXPLOSION OR OTHERWISE), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE. THE TOTAL LIABILITY OF SELLER TO BUYER IN CONTRACT, TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE RESULTING FROM OR ARISING OUT OF ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE EX-WORKS MATERIAL AMOUNTS ACTUALLY PAID TO US. This limitation of liability shall apply to any claim against us to the fullest extent permitted by law, including without limitation any claim of breach of contract, negligence, misrepresentation, nondisclosure, breach of any duty of good faith and fair dealing, violation of any consumer protection statute, or any tort claims.

CLAIM PROCESS: To make a claim under this Warranty you must follow the claims process set forth in the Warranty Online service, which is available at www.partsonline.cstindustries.com. CST must be notified of all warrantable conditions within ninety (90) days of discovery. For reimbursement, all claims must be filed within forty-five (45) days after you discover the problem. Any action brought by you arising out of or in connection with breach of this Limited Warranty shall be commenced within ninety (90) days after the expiration of Warranty. Once a claim has been made, we have the right to perform an on-site inspection of our products.