



**Oldcastle Infrastructure**<sup>TM</sup>  
A CRH COMPANY

2140 PONDELLA RD  
CAPE CORAL, FL 33909 5134

Phone: 239-574-8896  
Fax: 239-574-1419

# Quotation Contract

**Quote To:** City of Ocala Florida  
1805 NE 30TH AVE BLDG 700  
OCALA, FL 34470 4882

**Ship To:** 500 - Edgewood Park  
Edgewood Park  
Ocala, FL 34475

**Oldcastle Rep:** Larry Herald  
**Contact:** Brian Hutchinson

**Rep Phone:** 321-417-2645  
**Phone:** 352-401-6935

**Reference:** 500 - Edgewood Park

Order No	Date	Customer No	Terms	Bid Date	F.O.B.	Quote Valid for
S140015	01/11/22	003345	Net 30 Days		FOB JS	30 days

Qty	Unit	Description	Unit Price	Amount
1	Ea	NRFS 6' x 12' Nutrient Removing Filtration System with Bold & Gold biosorption activated media.	61,835.00	61,835.00

**Total:** \$61,835.00

*(Sales Tax Not Incl.)*

## Quote Notes:

•

Oldcastle Infrastructure Commercial Clarifications  
10/04/2021 V1  
Special Products:

- 1) Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.
  - 2) Special Products may not be returned.
  - 3) If Special Product(s) cannot be accepted within 30 days of invoicing, a 10% storage fee will be assessed monthly unless otherwise agreed upon in writing.
  - 4) All Special Products ordered as part of a cash sale must be fully paid prior to production.
  - 5) A disposal fee of \$200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon delivery date.
- Delivery:
- 6) The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
  - 7) Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
  - 8) Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.
  - 9) Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
  - 10) A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.

Order No	Date	Customer No	Terms	Bid Date	F.O.B.	Quote Valid for
S140015	01/11/22	003345	Net 30 Days		FOB JS	30 days

11) All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

Pricing:

12) Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.

13) Pricing remains valid for 30 days from the date of this quote.

Additional Items:

14) Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer's convenience only. It is the buyer's responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of units delivered.

All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC's Standard Terms and Conditions located at: <https://oldcastleinfrastructure.com/support/terms-conditions/>

Sincerely,

Accepted by:

\_\_\_\_\_  
Larry Herald  
Oldcastle Infrastructure, Inc.

Date

\_\_\_\_\_  
(Customer Signature)  
Printed name:  
Title:  
Company:

Date

## Customer Support

### STANDARD TERMS & CONDITIONS

#### 1. ENTIRE AGREEMENT

These terms and conditions, in combination with the terms and conditions attached to Seller's invoice, purchase order, and/or delivery ticket, which are incorporated herein by reference (hereinafter collectively referred to as the "Terms"), represent the entire agreement between the parties. Any terms, including those on any Purchaser purchase order, which are different, conflicting, add to, modify, supersede, or otherwise alter the Terms without expressed written approval signed by an authorized representative of the Seller are hereby rejected.

#### 2. PAYMENT TERMS

If this Contract is accepted, Purchaser agrees to pay, in full, the invoice price of all purchases now or hereafter made from Seller promptly when due, according to the terms set forth in this CONTRACT, without any retention. If the total invoice price is not paid in full on or before the due date, interest will accrue on the unpaid balance at the greater of 1.5% per month, or the maximum rate allowed by the state laws of Seller's principal place of business, whichever is greater. If Purchaser should fail to fulfill any of its obligations under the Contract, or if Seller in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of the Contract is impaired, or if a default occurs for any other reason provided in this Contract, then Seller, at its option and without notice, may declare the entire unpaid balance owed by Purchaser under this Contract to be immediately due and payable, or terminate the credit privileges of Purchaser under the Contract, or both. Purchaser agrees to pay in full all costs and expenses incurred by Seller in collecting the amounts owed by Purchaser under this contract, including *any* and all court costs, attorney's fees and collection costs. Payments received will be applied against items on unpaid invoices in an order and sequence determined by Seller in its sole discretion. Checks returned unpaid by your bank are automatically deposited a second time, in an effort to clear your payments before they are returned to Seller. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.

#### 3. DELIVERY OF MATERIALS

Unless otherwise agreed in writing, prices include delivery F.O.B. Jobsite. "F.O.B. Jobsite" means trucks carrying maximum legal loads operating under their own power, with delivery as close to the job or accessible storage area as Seller's delivery trucks (without pushing or towing of the truck), traffic control and labor (at least two (2) men) to assist in the off-loading of materials. Purchaser agrees the receiving/installation location will be properly prepared and ready to receive the materials at the time specified in writing. Standby time in excess of one (1) hour from the time of arrival of Seller's trucks at the designated point will be at Purchaser's expense and charged to its account.

#### 4. RISK OF LOSS

When materials are sold "F.O.B. Plant", delivery of materials therefor shall be accomplished at Seller's plant, and Purchaser shall bear all risks of loss, damage, injury, or liability associated with transportation and placement of materials. When materials are specified to be sold "F.O.B. Jobsite", delivery shall be accomplished at agreed upon Purchaser Jobsite, and Purchaser bears all risks of loss or damage to the materials once delivered by Seller.

#### 5. PRE-ENGINEERED PRODUCTS

Unless otherwise agreed to by Seller in writing, all materials sold by Seller hereunder are pre-engineered products manufactured in accordance with standard catalog data, and are not intended for unusual or specific Contracts. If Purchaser requires specially engineered materials, Purchaser must approve in writing all applicable specifications and drawings for such specially engineered materials before Seller will commence production of the same.

#### 6. WARRANTY, DISCLAIMER LIMITATIONS ON LIABILITY

Unless otherwise agreed to in writing by both parties, Seller warrants only that, for a period of one (1) year after installation, Seller products or materials sold hereunder shall be free from material defects in workmanship. ANY failure by Purchase to timely pay any or all amounts due hereunder shall automatically void this express warranty made by Seller. No agent, employee, or representative of Seller has authority to bind Seller to any affirmation, representation or warranty concerned any products or materials sold to Purchaser, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized Seller representation. The description of the good contained herein is the sole basis for this agreement, and no statements or representations other than those embodied herein have been made or relied upon. Except as expressly provided herein, SELLER does not make and specifically excludes and disclaims all other warranties, whether express, implied, or arising by trade usage or course of dealing, Including without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, non-Infringement, and any implied Indemnities. In no event will SELLER be liable for any Indirect, consequential, special, punitive, or incidental damages (including but not limited to damages for lost profits, business interruption, and loss of business information) arising out of the use, Inability to use or failure of any materials or products sold hereunder, even if SELLER has been advised of the possibility of such damages.

ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION OR MAINTENANCE VOICE ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

## 7. LIMITED REMEDY

For Defective Products/Materials: Should the products or materials sold hereunder breach the limited warranty made by Seller in Section 6 above, Purchaser must provide written notice to Seller of such breach within forty- eight {48} hours of Purchaser's initial knowledge of said defect. Purchaser hereby waives and relinquishes all actions and claims for replacement and repair thereof if Purchaser fails to deliver such written notice within the applicable 48-hour period. Upon Seller's receipt of timely written notice, Seller's sole obligation and Purchaser's exclusive remedy shall be the repair or replacement of the defective products or materials within a commercially reasonable period of time. Under no circumstances shall Seller be liable for any liability, damages, or costs due to delays in the approval, delivery or installation of any Seller products or materials. Purchaser understands and agrees that "but for" this limited remedy and Seller's limitations on liability as stated in Section 6 above, Seller would not be able to sell its products and materials to Purchaser at the agreed prices and that the warranty disclaimers, the limitations on liability, and the limited remedy described in this Section 7 constitute an agreed allocation of risk between Purchaser and Seller.

## 8. SAFETY

Purchaser must provide a safe delivery site and comply with all federal, state and local safety laws, rules, ordinances and other requirements.

Seller agrees that, when its employees, agents or contractors deliver the products or materials purchased hereunder, it and they shall comply with all federal, state and local safety requirements.

## 9. STOPWORK

If credit conditions become unsatisfactory at any time prior to Seller's completion of the work hereunder, Purchaser shall furnish adequate security upon Seller's request. To the extent Purchaser fails to provide adequate security, as determined in Seller's sole discretion, Seller may stop work.

## 10. PURCHASER'S BANKRUPTCY

Should Purchaser become bankrupt or insolvent during the terms of this Contract, this Contract shall automatically terminate, provided such termination shall not prejudice Seller's rights to the amounts then due and owing.

#### 11. GOVERNING LAW

Will be held in Florida, and in County of project. ANY DISPUTE ARISING UNDER THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH SECTION 12. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION UNLESS THE PARTIES MUTUALLY AGREE TO USE AN ALTERNATIVE ARBITRATION SERVICE. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. JUDGMENT UPON ANY AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

#### 12. ASSIGNMENT

Purchaser shall not assign this Contract without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser shall have the right to assign this Contract to any person or entity that acquires or succeeds to all or substantially all of Purchaser's business or assets upon written notice to Seller in accordance with Section 23, so long as the assignee or transferee assumes and continues to fulfill and perform all of the assignor's obligations hereunder. Notwithstanding anything contained herein to the contrary, Purchaser shall remain liable for any and all obligations hereunder until Seller acknowledges and approves any assignment in writing.

#### 13. MODIFICATION AND WAIVER

Neither this Contract nor any term or provision hereof may be changed, waived, discharged, amended, modified, or terminated orally, or in any manner other than by an instrument in writing signed by both parties hereto. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any right or remedy herein conferred, in any one of more instances, shall not be construed to be a waiver or relinquishment of any such right or remedy, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

#### 14. SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

#### 15. FORCE MAJEURE

A party is excused from its obligations under this Contract (except for Purchaser's obligations to pay any monies due and payable to Seller hereunder) to the extent such party (or a third party upon whom such party materially relies) sustains a loss by strike, fire, flood, windstorm, accident, act of God or other similar or dissimilar calamity or occurrence out of the reasonable control of such party which materially interferes with the conduct of such party's business, regardless of whether or not any such loss has been insured.

#### 16. RELATIONSHIP OF THE PARTIES

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or of any association between any of the parties hereto other than independent contracting parties.

#### 17. COMPLIANCE WITH LAWS

Purchaser must comply with all federal, state and local laws, codes, regulations and ordinances. Purchaser agrees to pay all applicable fees, licenses and taxes, including sales and use taxes and inspection costs.

#### 18. NOTIFICATION OF CHANGE IN OWNERSHIP

Purchaser hereby agrees to notify Seller, in writing, thirty (30) days prior to any change in ownership, name or business structure of Purchaser and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given. Seller may, regardless of the terms herein or on any invoice, require all outstanding account balances be paid in full on demand upon change in ownership and/or business structure, and may refuse to make further sales or extend credit pending approval of the new business structure's/owners' credit, which approval shall be at Seller's sole discretion.

#### 19. EXPORT RESTRICTIONS

You acknowledge that the Products of Oldcastle Infrastructure Inc are subject to U.S. export jurisdiction. You have access to and agree to comply with all U.S. and international laws that apply to Oldcastle Products, including the U.S.

Export Administration Regulations (EAR), as well as end user, end-use, and destination restrictions issued by U.S. and other governments and hereby give Oldcastle the assurances called for in Part 794 of the EAR.

END OF DOCUMENT. PARTIES TO INITIAL ALL PAGES.