

CITY OF WATSONVILLE

County of Santa Cruz



WWTF – Boiler Replacement

500 Clearwater Lane, Watsonville, CA 95076

Project No. WW-24-07

MAYOR

Vanessa Quiroz-Carter

COUNCIL MEMBERS

Eduardo Montesino

Maria Orozco

Kristal Salcido

Casey Clark

Ari Parker

Jimmy Dutra

CITY MANAGER

Rene Mendez

PROJECT NAME: **WWTF – Boiler Replacement**

PROJECT NO. **WW-24-07-QB**

All bidders and contractors shall be licensed in accordance with the laws of the State of California. At the time the contract is awarded the Contractor shall possess appropriate licenses and insurance. Copies of required permits are to be submitted with the Contractor's bid to be deemed responsive.

Project Description: The work involves the replacement of boiler at the Wastewater Treatment Facility.

Public Works Contractor Registration. Pursuant to Section 1771.1 of the California Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. *It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor and their subcontractors must have an active registration from the Public Works Contractor Registration online at <https://efiling.dir.ca.gov/PWCR/Search>. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Additionally, the awarded Contractor shall submit certified payroll records to the City. In addition, awarded Contractor must post jobsite notices prescribed by regulations.

GENERAL PROVISIONS

1. GENERAL BIDDING CONDITIONS

1.01A. PERMITS & LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices incident to the lawful prosecution of the work. Before execution of the contract, the **Contractor shall possess a City of Watsonville Business License.**

1.01B. REGISTRATION OF CONTRACTOR

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.

1.01C. PREVAILING WAGE

The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under this proposal by the Contractor or any of Contractor's subcontractors. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1775 of the Labor Code will be complied with.

Pursuant to the state of California, or local law thereto applicable, the City Council hereby determines that the general prevailing per diem rate in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of the work, is the current Union Wage Scale established for Santa Cruz County.

1.01D. POSTING MINIMUM WAGE RATES

The Contractor shall post a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

1.01E. PAYMENT OF EMPLOYEES

The Contractor and each of the subcontractors shall pay each employee engaged in work on the project, in full, less deductions made mandatory by law, and not less often than once a week.

1.01F. RESPONSIBILITY FOR WORK

Except as herein otherwise provided, until the formal acceptance of all work by the City, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof from any cause whatever. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its acceptance, and shall bear the expense thereof.

1.01G. RESPONSIBILITY FOR DAMAGE

The City of Watsonville, the City Council, or the Project Manager shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performance of the work; or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by the Contractor, or any of the workers, or anyone employed by Contractor, against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard.

The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Watsonville, the City Council and the Project Manager from all suits or actions of every name and description brought forth or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, Contractor's servants or agents, in the construction of the work, or by or in consequence of any negligence in guarding the account of any act or omission of the Contractor or Contractor's agents, and in addition to any remedy authorized by law, so much as shall be considered necessary by the City Council may be retained by the City of Watsonville, until disposition has been made of such suits or claims for damages as aforesaid.

The Contractor shall be responsible for any liability imposed by law or for any damage to any person or property and shall indemnify and save harmless the City of Watsonville, its officers and employees, all in the same manner and to the same extent as provided above for the protection of the City, the City Council, and the Project Manager, except that no retention of money due the Contractor under and by virtue of this proposal will be made by the City of Watsonville pending disposition of suits or claims for damages brought against the said City.

1.01H. LEGAL RESPONSIBILITIES

The provisions of Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the State of California Labor Code shall be complied with.

Public Works Contractor Registration Pursuant to Section 1771.1 of the California Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. *It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Bidders and their subcontractors (listed on Subcontractors List) must provide their active Public Works Contractor Registration number in the designated areas of the bid forms. City will confirm active PWC registration through the online DIR contractor lookup tool.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Additionally, the awarded Contractor shall submit certified payroll records to the City.

In addition, awarded Contractor must post jobsite notices prescribed by regulations.

1.02. INSURANCE REQUIREMENTS

Before commencement of work, the successful bidder shall file with the City a certificate or certificates of insurance covering the specified insurance.

If such policies are canceled or changed during the period of coverage 30 days written notice by certified mail, return receipt requested, shall be given to the City of Watsonville. The certificate cancellation paragraph must

state: "The insurance company will notify the City of Watsonville in writing 30 days prior to canceling the stated policy".

All policies shall contain an additional insured endorsement naming the City of Watsonville and its officers and employees as additional insured. Commercial Liability Form CG2010 is required. See sample form attached.

All insurance certificates must bear the name, address, telephone number and name of contact representative for the insurance firm writing policy.

1.02A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall take out and maintain during progress of the work and until acceptance thereof such public liability and property damage insurance, by an insurer acceptable to the City, that shall protect Contractor and any subcontractor performing work on this project from any claims for property damage which may arise because of the nature of the work or operations whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, even though such damage be not caused by the negligence of the Contractor or any subcontractor or anyone employed by either of them.

1.02A(1). CONTRACTORS LIABILITY INSURANCE

Provide bodily injury liability limits of not less than \$1,000,000 for each person, and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$1,000,000 for each accident or occurrence with an aggregate limit of \$1,000,000 for claims which may arise from the operations of the Contractor in the performance of the work hereunder provided. This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph 1.01M, Responsibility for Work.

1.02A(2). AUTOMOBILE LIABILITY INSURANCE

All vehicles used in the performance of the contract shall be covered by bodily injury liability limits of not less than \$1,000,000 for each person and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$1,000,000 for each accident or occurrence which may arise from the operation of the Contractor in performing the work provided for herein; and uninsured motorist coverage.

1.02A(3). WORKER'S COMPENSATION INSURANCE.

Before beginning the work, the Contractor shall furnish to the City satisfactory proof that Contractor has taken out, for the period from commencement to acceptance of the work, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out, in accordance with the "Worker's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period herein stated.

1.03. NOT USED

1.04. CONTRACTOR'S ACKNOWLEDGMENT

Bidder proposes and agrees, if this proposal is accepted, that bidder will provide all necessary machinery, tools, apparatus and other means of construction; to furnish all materials, to provide all labor necessary to construct, and to construct the improvements in conformity with the specifications and drawings and other provisions herein contained or reasonably implied thereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Project Manager; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City against any loss or damage arising from any act of the undersigned as Contractor; and that Bidder will take in full payment therefore an amount computed by the Project Manager and based on the unit prices submitted by the Contractor. It is understood that the quantities set forth herein are approximate only and are for the purpose of comparison of bids.

2.01 GENERAL CONDITIONS

The work shall be performed in conformance with the project plans and specifications, the City of Watsonville Public Improvement Standards and the current revision of the State of California Department of Transportation Standard Specifications.

In case of conflict between the State of California Department of Transportation Standard Specifications and the project plans and specifications, the project plans and specifications shall control.

Any item not covered in the project plans or specifications shall be performed in accordance with the appropriate section of current revision of the State of California, Department of Transportation, Standard Specifications.

Where in these specifications or on the plans reference is made to the State of California Standard Specifications, State Standard Specifications or Standard Specifications, the intent is to reference the current revision of the State of California, Department of Transportation, Standard Specifications.

2.02. INSPECTION

- a. All work done and all materials and equipment furnished under this contract shall be subject to the inspection and approval of the Project Manager.

- b. The Project Manager shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and the workmanship are in accordance with the requirements and intent of the project plans and specifications.
- c. An inspector shall have the authority to order work stopped, if in the inspector's opinion such action becomes necessary.
- d. The inspection of the work does not relieve the Contractor of the obligation to fulfill the contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the plans and specifications may be rejected, and unsuitable work or materials shall be made good.
- e. Any work constructed without inspection as provided above, or constructed contrary to the instructions or orders of the Project Manager, if requested by the Project Manager, shall be uncovered for examination and properly reconstructed at the Contractor's expense.
- f. Construction inspection of those items of work pertaining to the various utilities involved will also be subject to the utility company's inspection.
- g. The Contractor shall notify the Project Manager at least twenty-four (24) hours in advance of work, verbally, with a follow up in writing, whenever any of the following applies:
 - 1. Starting work or
 - 2. Suspending work or
 - 3. Starting work after suspension of operation.

2.03. COORDINATION OF WORK WITH OTHER CONTRACTORS AND CITY WORK CREWS

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the work. Contractor shall not cause any unnecessary delay to any other Contractor working on any project which encompasses the work. If the performance of any work is likely to be interfered with by the simultaneous execution of some other contract or contracts, City shall decide which Contractor shall cease work temporarily and which Contractor shall continue, or whether the work can be coordinated so that the contractors may proceed simultaneously.

The City reserves the right to do work with its own forces, or to let other contracts for work on or contiguous to the work set forth in these plans and specifications.

The City shall not be responsible for any damage suffered or extra costs incurred by Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the work, or caused by any decision or omission of City respecting the order of precedence in the performance of the contracts awarded for the completion of the work.

Full compensation for coordination of work with other contractors and City work crews, if any, shall be included in the contract price paid for other pay items and no additional compensation will be allowed therefore.

2.04. WATERING

The City will provide a source of water on site at the WWTP where the contractor may obtain water. The means by which the contractor gets the water from the source to the location of the work shall be the means and methods of the contractor.

Full compensation for developing water supply and applying water, including water used for dust control, shall be considered as included in the prices paid for the various contract items of work and no additional payment will be made therefor.

2.06. UTILITIES

Locations of existing utilities shown on the plans are only approximate. The Contractor shall call "USA" (Underground Service Alert) at **811** or **800-227-2600** for the marking of underground facilities.

Contractor will notify the City Water Division at **768-3143**, three (3) working days prior to work starting on any phase, including the initial locating.

The existing utilities shown on the accompanying plan set were plotted using information provided by the individual utilities. It should be expressly understood that this information does not necessarily represent actual site conditions or show details of exact location, depth or other construction features of these utilities. No warranty, either expressed or implied, as to the completeness or accuracy of this information is set forth herein.

The Contractor is responsible for potholing and verifying such utilities to determine their exact location prior to excavation or trenching in their locality. The cost of this work shall be considered as included in contract unit prices bid for applicable items of work, and no additional compensation will be allowed.

2.07. NOT USED

2.08. OBSTRUCTIONS

Attention is directed to Section 5, "Control of Work". Wherever work causes removal or damage to existing improvements, fences, sidewalks, pavement, drainage facilities, trees, landscaping, etc., they shall be replaced with like materials to the satisfaction of the Owner, and no additional compensation will be allowed therefore.

2.09. NOT USED

2.10. START AND COMPLETION OF WORK

Contractor shall start work on an assigned project/area within 15 working days of written notification of the assigned project/area and shall proceed diligently until completion or the contract may be terminated by the City.

2.12. GENERAL CLEAN-UP

The work is taking place on an active wastewater treatment facility. The site shall be kept in a clean and orderly fashion while the work is occurring so as to minimize the impact to existing operations.

Should the Contractor appear to be negligent in furnishing cleanup as provided herein, the Owner may call upon others to provide clean-up and charge the Contractor therefore by deducting the cost thereof from any progress payments due the Contractor, as such costs are incurred by the Owner.

2.13. NOT USED

2.14. FINISHING PROJECT

Upon completion and before making application for the acceptance of the work, the Contractor shall clean all areas occupied by the Contractor in connection with the work and remove all debris, excess materials, waste materials, and the Contractor's temporary structures and equipment. The entire project shall be left in a neat, clean, and presentable condition.

In the event that asphalt concrete, asphalt rejuvenating agent, fog seals, or other foreign materials drift across the existing concrete gutter, the Contractor shall sweep, clean, and remove all such foreign materials

to the satisfaction of the Project Manager.

Payment will be made after the final inspection has been completed and accepted by the inspector under "Demobilization" in the contract.

2.15. PAYMENT FOR LUMP SUM ITEMS

Lump sum items under the contract, except where unit price per item form the basis of payment, shall be further detailed to show the value assigned to each component of work if requested by the City.

2.16. PAYMENT FOR LABOR AND EQUIPMENT

The Contractor shall pay, and cause his subcontractors to pay, any and all accounts for labor including Workman's Compensation premiums, State Unemployment and Federal Social Security payments, and all other wage and salary deductions required by law. The Contractor also shall pay, and cause his subcontractors to pay, any and all accounts for services, equipment, and materials used by the Contractor and/or his subcontractors, during the performance of work under this contract. All such accounts shall be paid prior to becoming delinquent under the terms agreed upon between Contractor and supplier.

When requested in writing by the City, the Contractor shall furnish, within five (5) working days of Contractor's receipt of City's request, a record of payments for all such accounts. If, by the end of five (5) working days, the Contractor has not produced such documentation, the City shall direct the Contractor to cease work until the Contractor provides the City with proof that all amounts delinquent have been paid. The cessation, under the terms of this paragraph, of work by the Contractor shall be at no additional cost to the City, nor will the Contractor receive a contract time extension for any resulting delay in the work.

PROJECT NAME: WWTF Boiler Replacement

PROJECT NUMBER: WW-24-07-QB

SCOPE OF WORK

The work shall be performed in accordance with this agreement and the attached quote provide by R.F. MacDonald labeled "EXHIBIT A"

Contract awarded to: R.F. MacDonald Co.

I have submitted certificate(s) for the required insurance.

Contractor's Signature _____ Date _____

Approved: City Clerk _____ Date _____

Approved: City Attorney _____ Date _____

Approved: City Manager _____ Date _____

SAMPLE INSURANCE CERTIFICATE

Policy Number:_____ Commercial General Liability

**THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B).**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Watsonville, its appointed and elected officials, and its employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The insurance provided herein is primary coverage to the certificate holder with respects to any insurance or self-insurance programs maintained by the certificate holder, and no insurance held or owned by the certificate holder shall be called upon to contribute to a loss.

CG 20 10 11 85



25920 Eden Landing Road
Hayward, CA, 94545
Phone: 510-784-0110
Fax: 510-784-1004
www.rfmacdonald.com

BAKERSFIELD

FRESNO

LAS VEGAS

LOS ANGELES

MODESTO

RENO

SACRAMENTO

SAN DIEGO

SAN FRANCISCO

SONOMA/NAPA

April 25, 2024

Ryan Smith
Wastewater Division Manager
City of Watsonville, Public Works & Utilities

Watsonville WWTF – Boiler Replacement
Quotation: QUO-152021-L0M5Y4
Revision: 0

Hello Ryan,

In response to your request we are pleased to offer our proposal for the equipment described in the attachments.

Thank you for the opportunity to quote on your requirements. We trust that we will be able to review this proposal with you at your convenience. In the meantime if you have any questions or require additional information please let me know.

Sincerely,

Carleton W Swartz Jr

Carleton W Swartz
Operations Manager / AM Sales Manager / Key Account Manager
R.F. MacDonald Co.
Phone 510-774-6237



April 25, 2024

QUO-152021-L0M5Y4

CLEAVER BROOKS HOT WATER BOILER

One (1) Cleaver-Brooks CBLE-4D-700-100-125HW firetube boiler shall be offered as a self-contained packaged forced draft horizontal firetube hot water boiler rated for 100 boiler horsepower with fuel input capacities of 4,200 CFH based on gas of 1000 BTU/CFH. Burner packages will be fully automatic for firing natural gas. Boiler will be designed for maximum hot water pressure of 125 PSIG and have a maximum input of 4,200,000 Btu/hr with a nominal output of 3,350,000 Btu/hr.



The boiler shall be a four-pass horizontal firetube updraft boiler with 5.0 square feet of heating surface per rated boiler horsepower. It shall be mounted on a heavy steel frame with an integrated forced draft burner and burner controls. The boilers shall be completely preassembled and fire tested at the factory. The unit shall be ready for immediate mounting on floor or simple foundation and ready for attachment of water, steam, fuel, electrical, vent and blow-down connections.

Boiler Design

The boiler shell will be constructed in accordance with ASME Section IV Code and will receive authorized boiler inspection prior to shipment. A copy of the inspection report shall be furnished to the purchaser. Two lifting eyes shall be located on top of the boiler. Front and rear doors on the boiler shall be hinged or davited. Doors are to be sealed with fiberglass tadpole gaskets and fastened tightly using heavy capscrews that thread into replaceable brass nuts. The Rear refractory and insulation shall be contained in the formed door, which must swing open for inspection of brick work. The boiler tubes shall not include turbulators, swirlers or other add-on appurtenances. Front and rear tube sheets and all flues are fully accessible for inspection and cleaning when the doors are swung open. The boiler shall be furnished with adequate handholes to facilitate boiler inspection and cleaning along with a manhole. The exhaust gas vent shall be located near the front of the boiler on the top center line and shall be capable of supporting 2,000 lbs. The boiler pressure vessel shall be completely insulated with a minimum of 2" of insulation and shall be encased in an 18 gauge metal cabinet with primer and finish coat of paint. The entire boiler based frame and other components shall be factory painted before shipment using a hard finish enamel coating.

Boiler Trim (Mounted)

- Observation ports shall be provided at each end of the boiler
- Temperature gauge
- Auxiliary low water cut-off w/manual reset
- High limit, operating limit, and modulating temperature controls

Boiler Trim (Shipped Loos)

- ASME rated pressure relief valve(s)

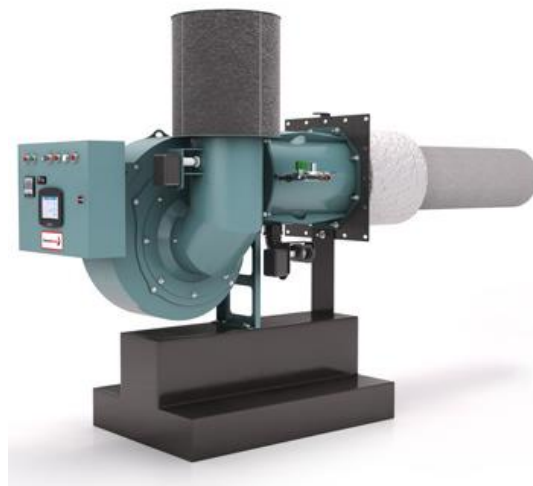


April 25, 2024

QUO-152021-L0M5Y4

CB ProFire – MTH Series Burner

The Profire Model MTHG-42 burner includes full modulation with parallel positioning and shall fire **natural gas and digester gas** at a maximum 4,200 MBTU per hour. Capable of ultra-low NOx/CO emissions without FGR, the MTH series features a rugged alloy fiber material combustion element over a stainless-steel frame, providing flexibility, longevity and trouble-free operation for the life of the burner. The design is ideal for use with applications where low emissions are required and FGR is impractical or inaccessible. The MTH burner with surface stabilized combustion guarantees reliable, quiet operation and is capable of meeting today's most stringent NOx emission levels.

**Swing-Away Air Housing**

Provides easy access to the nozzle, scanner and the pilot for inspection or removal. No disconnection of fuel or power lines required.

Removable Mantle

The mantle is easily removable without disassembling the burner from the boiler. It can be serviced, inspected and replaced without disconnection of fuel or power lines.

Parallel Positioning

System includes a completely integrated burner control with fully modulating flame safeguard from a single source. High accuracy and resolution with repeatable actuator positions for efficient operation. Digital positioning feedback from actuators ensure precise control, repeatability, reliability and independent ignition position for greater flexibility.

Low Blower Motor HP

Advanced engineering provides increased combustion air fan efficiency requiring lower blower motor horsepower, thus increasing electrical savings.



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Controls The CB-Hawk 1000 system integrates a programmable logic controller, touch screen graphical human-machine interface (HMI), and burner management control, used to control and monitor the complete boiler system. The system offers advanced technology and advanced features for Burner Management and monitoring, firing rate control, thermal shock protection, remote monitoring, and building automation system monitoring interface. The integrated control system will consist of a programmable controller L24ER, HMI, and burner management control, to provide automatic burner sequencing, firing rate control, system fault indication, self-checking diagnostics, and fault messages. Fault messages are displayed in plain text instead of codes. The CB-Hawk 1000's operating parameters are password protected and cannot be altered. The Hawk 1000's system is designed to operate with a gas, oil, or a combination burner using FARC control with PLC programming, commissioning and set up. Using a touch screen graphical HMI, the CB-Hawk 1000 allows the user to adjust various parameters such as operating set points, firing rate, alarm set points, and other control settings. The HMI provides several user interactive screens to display and indicate the status of the boilers operation, operating parameters and integrated control such as the burner management controller.



Emissions Design

The burner will include an emission control package designed and supplied by Cleaver-Brooks to meet a NO_x emission limit of 9 ppm while firing natural gas and 15 ppm while firing digester gas.

Requirements

Electrical: 460V/3Ph/60Hz

A control circuit transformer will be provided to supply 120V/1Ph/60Hz to the control circuit.

Note: Digester gas requires higher heating value of 550 btu/ft³ (+/- 10%), under 5% H₂O, under 1000 ppm H₂S, and under 25 ppm Siloxanes for burner to function properly. 3 PSI incoming gas pressure required.

Start-Up Service

The quoted price includes the services of our service engineer to supervise starting, adjusting and testing the boiler and to instruct operating personnel in the proper operation and maintenance of the equipment. This service is to be performed when the equipment is completely installed and ready to operate with the operator available to fire the equipment and receive the instructions. Boiler insurance is to be provided by you before the start-up is ordered. Start-up services must be scheduled 2-weeks prior to the requested date for start-up.



April 25, 2024

INSTALL SCOPE

- ❖ We propose to supply and install (1) CBLE Hot Water Boiler 100HP
- ❖ The boiler will be located on the “Open” housekeeping pad.
- ❖ RFM will supply the rigging and equipment needed to move the boiler into the pad
- ❖ RFM will anchor the boiler and build and needed supports
- ❖ We will extend the pad up to 6 feet to accommodate the new boiler length
- ❖ Complete all necessary piping connections and valves required to tie in the new boiler
- ❖ Hot water Supply and Return
- ❖ Natural Gas (Minimum 5 PSI Required)
- ❖ Digester Gas (Minimum 3 Psi Required)
- ❖ Drains
- ❖ Safety Relief Valves
- ❖ Boiler Flue will be installed through the existing penetration with rain cap and storm collar
- ❖ Electrical from Customer Disconnect to Boiler (BMS Integration if required by others)
- ❖ The customer will provide the necessary electrical power requirements for the disconnect in the boiler room. RFM will complete control wiring termination in the boiler panels as needed
- ❖ RFM will provide, pipe, and install Gas and Digester regulators as long as gas is available to meet the boiler requirements at the gas train
- ❖ Piping insulation from boiler piping to the system point of connection is included and will match the existing insulation.
- ❖ Factory-trained technicians start the system and adjust for proper operation
- ❖ Provide any necessary customer training after installation and startup

NOTES

The customer to provide a lockable fused disconnect with the correct Boiler FLA rating within 30 feet of the boiler.

Minimum gas pressures and flow must be met for the burner to operate at 9ppm and 15ppm Nox

All work is to be performed during normal working Hours 7 am-4 pm (Mon-Fri)

Concrete Pad extension is estimated at a value of \$15,000.00, if a more specific requirement is given by the county or other engineer that exceeds 15K an additional quote will be sent as a change order.

No Permits, install drawings, or permits of any kind are included in this proposal.

Factory equipment submittal drawings and wiring diagrams will be provided.

Any additional roof work needed to make the opening weatherproof to be provided by others



April 25, 2024

QUO-152021-L0M5Y4

PRICING

<i>One (1) Cleaver-Brooks CBLE-700-100-125HW boiler as described above</i>	<i>\$282,104.00</i>
<i>Labor to Install One (1) Cleaver-Brooks Boiler.....</i>	<i>\$198,490.00</i>
<i>Estimated Freight from Factory to RFM Shop</i>	<i>\$15,000.00</i>
<i>Total Project Cost Including Tax and Freight.....</i>	<i>\$495,594.00</i>

This Quote is valid for 60 days from 4.24.24

Freight

Ex-works Factory.

Please note that due to the volatility in freight costs from our suppliers, we cannot provide firm pricing for freight charges. The freight cost provided is an estimate only and the actual freight charges will be invoiced based on cost at time of shipment. RFM does not park up freight.

Taxes

No sales tax included.

Warranty

Standard manufacturer's warranty to include parts only, labor is not included. Standard manufacturer's warranty to cover twelve (12) month from date of startup or eighteen (18) months from date of shipment, whichever occurs first.

Notes

1. The required air pollution **permit is to be obtained by others.** The boiler will be furnished to meet the 9 PPM NO_x emission limit while firing natural gas as indicated above. However, specific requirements will not be known until a permit application is submitted and an Authority to Construct is obtained from the local Air Quality Management District. The necessary application should be submitted as soon as possible. We will assist in this process and provide the necessary information for filing the permit at your request.
2. Full boiler load as necessary to perform required emissions source test to comply with Air Quality District regulations and operating personnel during tune up and emissions testing shall be provided by the owner.

Thank you for the opportunity to quote on your requirements. We trust that we will be able to review this proposal with you at your convenience.



April 25, 2024

QUO-152021-L0M5Y4

SALE AND PAYMENT TERMS AND CONDITIONS

The following sets forth the sale and payment terms and condition policies of R.F. MacDonald Co. It constitutes the general agreement between R.F. MacDonald Co. ("R.F. MacDonald Co.", the "Company" or "we") and you, its customer, under which products, service and parts are sold, credit is extended and payments are expected.

This policy supersedes all previous sales and credit, payment terms and conditions, and finance policies issued by R.F. MacDonald Co. and shall remain in effect until further notice. The company reserves the right to change this policy and agreement at any time.

EXTENSION OF CREDIT

Credit is one of the most important services R.F. MacDonald Co. offers to you as a customer. An open line of credit is established for you based upon your needs, financial strength, and history of meeting your credit obligations.

In order to insure you the best possible prices and service, we must enforce a credit and collections policy based upon sound business principles and good judgment.

INVOICING AND PAYMENT TERMS

Payment Terms are 25% down payment, balance Net 30 (upon approval of credit) on all invoices unless other arrangements are made in advance of shipment. When opening a new account with an order, the Company may require payment with the initial order so as not to delay shipments while credit references and financial information are being reviewed. We reserve the right to suspend or terminate any further performance under this agreement or otherwise in the event payment is not made when due. **Quotes are valid for 30 days. Equipment will not be started up unless 90% of the purchase price of the equipment has been paid.**

Shipment Terms Unless otherwise specified in writing signed by an authorized representative of the Company, all shipments are Ex Works the manufacturer's factory or R.F. MacDonald Co. warehouse as applicable. Title to the merchandise shall pass to the buyer upon delivery to the carrier and thereafter all risk of loss or damage shall be the buyer's.

Service Charges We reserve the right to take action to collect any invoice which is not paid when due. We also assess a late payment SERVICE CHARGE on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1½% of the amount remaining unpaid on each such date.

This policy will be applied to customers who permit their account to become delinquent. It is your responsibility to notify R.F. MacDonald Co. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies not in collecting a service charge, but in receiving timely payments of your invoice.

Warranty on Equipment and Material Provided by Manufacturer:

You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturer's standard warranty.

R.F. MacDonald Co. makes no warranty express or implied of any kind. We make no claim of fitness or merchantability or any other warranty, express or implied, nor is anyone else, whether employed by R.F. MacDonald Co., or not, authorized to do so on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

You will be invoiced in the regular manner for all materials and parts even though it may be an in-warranty transaction. Credit will be issued promptly on our receipt of proof of return, and, as long as the return is within the prescribed time limit and has been properly authorized. Please note that withholding payment of any invoice in anticipation of an in-warranty credit is not allowed with our terms of sale.

For any items or components proposed as a substitute to specified items, it is understood that seller makes no guarantee that the products submitted will be accepted by the approving authority.

In no event shall R.F. MacDonald Co. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect, incidental, liquidated or consequential damage of any kind, including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction, the repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise and even if R.F. MacDonald Co. is informed in advance of the possibility of such damages.

Limited Warranty on R.F. MacDonald Labor (If Applicable):



April 25, 2024

QUO-152021-L0M5Y4

If you are retaining the services of R.F. MacDonald Co.'s service department, R.F. MacDonald Co. warrants that labor performed will be free from defect for a period of one year from the completion of work. This limited warranty excludes remedy for damage or defect caused by accident, misuse, abuse, modifications not executed by R.F. MacDonald Co., improper or insufficient maintenance, or improper operation. Installation, operation, and maintenance shall be in accordance with the product manuals provided by the equipment manufacturer. R.F. MacDonald Co. shall be notified within ten (10) business days of first knowledge of defect by owner or its agent. R.F. MacDonald Co. shall be given first opportunity to make any repairs, replacements, or corrections to the defect within a reasonable period of time. R.F. MacDonald Co. makes no implied warranty of any kind. In no event shall R.F. MacDonald Co. be liable by virtue of this limited warranty or otherwise to you or any person, corporation or other type of legal entity for any special, indirect, incidental, liquidated or consequential damage of any kind.

CLAIMS

You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding with unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the Company.

INFORMATION AND ASSISTANCE

If at any time you have a question on an invoice from the Company, a call or note to our accounting department will bring prompt action toward getting the problem resolved.

If it becomes necessary, at R.F. MacDonald Co.'s discretion, to take legal action in order to collect your account, R.F. MacDonald Co. shall be entitled to recover, in addition to any other recovery, its court costs, reasonable attorney's fees and all other collection expenses.

If you have any questions regarding this policy, please contact our office.

We appreciate your business and look forward to providing you with reliable equipment, parts and service.

Please acknowledge below your receipt and agreement to the provisions of this policy statement.

Return the original to:

**R.F. MacDonald Co.
25920 Eden Landing Road
Hayward
Phone 510-359-6423
Fax 510-784-1004**

APPLICABLE LAW: This agreement shall be governed by the substantive laws of the State of California

Acknowledged and Agreed To:

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____