Indian River County Purchasing Division purchasing@ircgov.com



ADDENDUM NO. 2

Issue Date: December 2, 2019

Project Name: Jones Pier Wetland Restoration and Conservation

Improvements

Bid Number: 2020017

Bid Opening Date: December 20, 2019

This addendum is being released to modify the bid documents. The information and documents contained in this addendum are hereby incorporated in the invitation to bid. **This addendum must be acknowledged where indicated on the bid form, or the bid will be declared non-responsive.**

MODIFICATION TO BID DOCUMENTS

Updated Bid Form – 2020017 Addendum 2 Lakeside Controls Price Quote

Please find attached the updated bid form (page 16 of 42) to include the pump station control panel and installation as an addendum. Also attached is the price quote for the control panel since a fixed cost to this bid item is included. (65b)



Bid #:

Indian River County Purchasing Division

1800 27th Street Vero Beach, FL 32960 Phone (772) 226-1416

2020017

Bid Form

Jones Pier Wetland Restoration and Conservation Improvements

Bid Opening	g Date and Time:	Decemb	er 20, 2019) 2	:00 P.M.			
Bid Opening	g Location:	Purchasing Division 1800 27 th Street Vero Beach, FL 32960						
The following	addenda are hereby acknowledged:							
	Addendum Number	I	Date					
	·	_						
					<u> </u>			
		_						
		_						
In accordance	In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:							
		PHASE 1						
EARTHWORK	C & EROSION CONTROL							
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL			
1	Mobilization	1	LS	\$	\$			
2	Clearing	1.42	AC	\$	\$			

3 \$ Place fill from Phase 2 excavation 4,910 CY Final Grading (parking, detention 4 \$ ponds, bldg. pads) 1,685 SY \$ \$ \$ 5 Silt Fence LF 865 Erosion Control (const. entrance & 6 inlet protection) 1 LS 7 Fence Removal 709 LF \$ \$ Sod, bahia (detention & 2' around 8 sidewalks & bldgs) 1,850 SY \$ Subtotal

ITEWORK					
TEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
9	3" Coquina Base (walking path)	110	SY	\$	\$
10	6" Stabilized Subgrade (walking				
10	path)	204	SY	\$	\$
11	4" Asphalt Millings (parking area)	1,395	SY	\$	\$
12	8" Stabilized Subgrade (parking				
	area)	1,395	SY	\$	\$
13	Marl Walking Path (from house to				
15	sidewalk)	23	SY	\$	\$
14	6" Thick Reinforced Concrete	206	SY	\$	\$
15	Rail Road Tie Wheel Stop	24	EA	\$	\$
16	Swing Gates	2	EA	\$	\$
17	Signage & Striping	1	LS	\$	\$
18	Construct Restroom/Pavilion	1	LS	\$	\$
•		_		Subtotal	\$

DRAINAGE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
19	12"x18" ERCP	63	LF	\$	\$
20	18" RCP	24	LF	\$	\$
21	Rip-Rap End Section	1	EA	\$	\$
22	Mitered End Section	6	EA	\$	\$
23	Concrete Flume	1	EA	\$	\$
24	Control Structure	1	EA	\$	\$
				Subtotal	\$

POTABLE V	VATER & FIRE				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
25	6" PVC Water Main	379	LF	\$	\$
26	2" PVC Water Main	380	LF	\$	\$
27	1" PVC Water Main	205	LF	\$	\$
28	6" Gate Valve	3	EA	\$	\$
29	Water line bends & fittings	1	LS	\$	\$
30	6" HDPE Directional Bore	44	LF	\$	\$
31	6"x4" Reducer	1	EA	\$	\$
32	6"x2" Reducer	1	EA	\$	\$
33	Fire Hydrant	1	EA	\$	\$
34	6"x4" Tapping Sleeve	1	EA	\$	\$
35	6"x2" Tapping Saddle	1	EA	\$	\$
36	1" Meter & RPZ	1	EA	\$	\$
37	Temporary Jumper	1	EA	\$	\$

2020017 Jones Pier Wetland Restoration and Conservation Improvements - Addendum 2.docx

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
38	Temporary Sample Point	2	EA	\$	\$	
39	Removal or connection of existing water infrastructure	1	LS	\$	\$	
40	Restore Driveways in Kind	1	LS	\$	\$	
				Subtotal	\$	_

SEWER*						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
41	2" PVC Force Main	164	LF	\$	\$	
42	4" PVC Gravity Sewer	184	EA	\$	\$	
43	4" Cleanout	6	EA	\$	\$	
44	STEP system & installation	1	LS	\$	\$	
45	2" G.V.	1	EA	\$	\$	
* includes	Sewer on site to property line			Subtotal	\$	

PHASE 1 (CONSTRUCTION SERVICES					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
46	Survey Stake out	1	LS	\$	\$	
47	Water line testing	1	LS	\$	\$	
48	Sewer line testing	1	LS	\$	\$	
49	Engineer Construction Coord./Asbuilts/Certifications	1	LS	\$	\$	
				Subtotal	\$	

Phase 1 Subtotal	\$	

FADTU	IMORK	PHASE 2			
ITEM	WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
50	Mobilization	1	LS	\$	\$
51	Clearing and Grubbing	9.5	AC	\$	<u> </u>
	Excavation of wetland creation area and	<i>J</i> .5	AC	ب	, ,
52	north outfall ditch	24,950	CY	\$	\$
	Construct 4' bottom width, 2:1 slopes 3'	24,330		- Y	<u> </u>
53	depth influent ditch along south property				
	line	510	CY	\$	\$
54	Transport excavated material to fill area				
	and spread	24,950	CY	\$	\$
55	Grade excavated material	5.58	AC	\$	\$
56	Construct 1.5' above grade walking trail	4,450	CY	\$	\$
57	Furnish and Install Compacted asphalt				
	millings to a thickness of 2"	2,637	CY	\$	\$
				Subtotal	\$
DRAIN					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
58	Furnish and Install 45"x29" RCP Culvert w/				
	inlet protection	68	LF	\$	\$
59	Furnish and Install Concrete headwall per				
	FDOT Index 250	1	EA	\$	\$
60	Furnish and Install 60"x36" RCP Box				
	culvert w/ inlet protection and stop logs	64	LF	\$	\$
61	Furnish and Install Furnish and Install 24"	_			
	dia HDPE flashboard riser	1	EA	\$	\$
62	Furnish and Install 18" dia HDPE pipe	84	LF 	\$	\$
63	Furnish and Install 12" dia HDPE Pipe	48	LF	\$	\$
64	Furnish and Install Pressure treated wood	4			A
	skimmer structure in south ditch	1	EA	\$	\$
65a	Install Influent screw pump structure,	4			A
	outfall, railings, fence and appurtenances* Purchase pump controls from Trippensee	1	LS	\$	\$
65b	Shaw (Control specification and quote				
030	attached)	1	LS	\$ 22,102	\$ 22,102
	Install pump control panel on wall of New			. , -	. ,
65c	Restroom/Pavilion and wire to emergency				
	stop and motor at pump	1	LS	\$	\$
66	Maintenance of Traffic	1	LS	\$	\$
	* Pump supplied by Owner, Installation				
	shall be seardinated with numa supplier			Cubtatal	~

Subtotal

shall be coordinated with pump supplier

Site W	ork (ork				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
67	Furnish and Install 4' high split rail fence	1,180	LF	\$	\$
68a	Furnish and Install 4' high black vinyl coated chain link fence (Option A)	830	LF	\$	\$
68b	Furnish and Install 4' high hog wire fence (Option B – excluded from subtotal)	830	LF	\$	
69	Furnish and Install Boardwalks	1	LS	\$	\$
70	Furnish and Install Riprap stabilization in outfall ditch	40	CY	\$	\$
71	Furnish and Install Plantings for Planting Zones 2, 3, 4,6 & 7 as depicted on the Phase 2 Plans	1	LS	\$	\$
72	Cordgrass planting	525	SY	\$	\$
73	Seed and Mulch (Seed mix provided by Owner)	6	AC	\$	\$
74	Furnish and Install Gopher Tortoise Enclosure Silt Fence and Orange Safety Fence Delineator	530	LF	\$	\$
				Subtotal	\$
PHASE ITEM	2 CONSTRUCTION SERIVCES DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
75	Stormwater Pollution Prevention Plan Preparation, NPDES Permitting	1	LS	\$	\$
76	Dewatering Permitting as needed	1	LS	\$	\$
77	Erosion Control	1	LS	\$	\$
78	Survey Stakeout	1	LS	\$	\$
79	Engineer Construction Coord./Asbuilts/Certifications	1	LS	\$	\$
				Subtotal	\$
		Phase 2 - S	Subtotal	\$	
	Construction Subtot				
ADMIN	NISTRATIVE				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
80	Public Construction Bond	1	EA	\$	\$
				Subtotal	\$
		Total Projec	t Cost =	\$	
Total Project Cost (in words):					

Alterr	nate					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
ALT	Additional Cost for Compliance with DOC Contract Clauses (Exhibit 2 to the Sample Agreement) and meeting 6/30/2020 Substantial Completion Deadline	1	LS	\$	\$	

The following mandatory documents are completed and submitted with this bid:

- 1. Proposed Schedule of Work
- 2. Bid Security
- 3. Sworn Statement on Disclosure of Relationships
- 4. Qualifications Questionnaire and required attachments
- 5. Certification Regarding Prohibition Against Contracting With Scrutinized Companies
- 6. Certification Regarding Lobbying

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name:	
Company Address:	
City, State	Zip Code
Telephone:	Fax:
E-mail:	
Business Tax Receipt Number:	FEIN Number:
Authorized Signature:	Date:
Name:(Type / Printed)	Title:



1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103

T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com

www.lakeside-equipment.com

DATE: November 26, 2019

TO: Indian River County Commission

c/o Carter Associates, Inc.

1708 21st Street

Vero Beach, FL 32960

ATTENTION: Kirk Noonan

Project Manager

SUBJECT: Indian River County, Florida

Jones' Pier Conservation Area

Phase 2 Wetland Enhancement and Creation Project

Lakeside Screw Pump Controls Quotation

Dear Mr. Noonan:

Lakeside Equipment Corporation is pleased to offer the following through our Representative, **Trippensee Shaw, Inc., (PH: 863.382.2101):**

LAKESIDE OPEN SCREW PUMP CONTROLS

All controls necessary for the manual on/off operation of the open screw pump equipment shall be provided in accordance with the NEMA standards.

The remote-mounted main control panel (MCP), suitable for wall mount, shall include the following items:

Main circuit breaker, 2-pole with disconnect

Line reactor

Single phase power supply

DC link fuses (plus 2 spare)

Schneider Altivar 320 VFD

Cabinet heater with thermostat

Door mounted elapsed time meter

Pilot lights for each of the following:

ower ON [white lens]

Pump RUNNING [green lens]

Pump FAULT [red lens]

Pump HAND-off selector switch

Phenolic nameplates

600 VAC terminal block

U.L. label for the project application

NEMA 4X 316 stainless steel enclosure

A local control station (LCS) shall be provided for the open screw pump to include the following item:

EMERGENCY STOP pushbutton [red] NEMA 4X polycarbonate enclosure

Locked dead front panel

EXCLUSIONS: The following are not included in this offering:

- Unloading, hauling or storage
- Concrete work or installation
- Grouting materials or grouting operation
- FRP panels across trough
- Electrical controls (i.e. starters, disconnect switches, etc.) unless specifically included
- Electrical conduit, wiring, and supports
- Level sensor
- Finish painting
- Lubricating oil or grease (or grease guns)
- Spare parts
- Tools

ERECTION DATA: The contractor will set the anchor bolts in the influent chamber and for the upper bearing and drive assembly. The screw and bearings must be carefully aligned. We estimate a total of 50 man-hours for installation of the screw and alignment of the screw and bearings for each pump. This does not include the time and manpower required for grouting in the screw pump troughs

SHOP DRAWINGS: We will furnish one (1) electronic copy of drawings for the equipment without charge. The reviewed drawings are to be returned to us with the notations or approval stamp of the Engineer. Drawings will require 4 to 6 weeks after receipt of an order and complete information, including plans and specifications, field dimensions or verification of field dimensions, which are to be provided at no cost to Lakeside.

SHIPMENT: Shipment can be made in 12 to 16 weeks after receipt of approved drawings by our home office.

<u>INSTRUCTION BOOKS</u>: One (1) electronic copy of the installation, operation, lubrication and maintenance book will be furnished before shipment of the equipment.

PROPOSAL PRICE: Includes service as stated above and is F.O.B. our shop with freight allowed to job site.

PRICE FIRM: For thirty (30) days from November 26, 2019. Due to the existing environment of the price increases in steel and the volatility of those prices that exist today, the price shown above is a price based on

the present day cost of materials. If an order is received after the 30 day time period, Lakeside reserves the right to adjust the pricing to match the cost of materials at the time the order is received.

PAYMENT TERMS: The terms of payment are Net 30 days for material shipped, or when ready for shipment if shipment is deferred by you.

Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

COUNTY DIRECT PURCHASE: Lakeside Equipment Corporation will accept a standard Purchase Order from Indian River County for the purchase of the pump.

CONDITIONS OF SALE (GIL 91):

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

WARRANTY: Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, is free from defect in material and workmanship, and is of the kind and quality designated or described herein. This warranty shall run to Buyer and, if applicable, such entity specifically identified in the Primary Contract only, but not to their employees, representatives, agents, customers, assignees, etc., and applies to those technical portions of the Engineer's Specifications only to the extent that they are referred to herein. This warranty shall be in full force and effect at the time of shipment of such equipment for a period of one (1) year from the date of shipment. Lakeside will furnish without charge, but will not install, replacements for such parts as it finds to have been defective. The obligation of Lakeside to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give Lakeside notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim more than thirty (30) days after the warranty period shall be valid. The warranty extends to replaced parts of Lakeside's manufacture for ninety (90) days or the remainder of the original warranty period applicable to the parts being replaced.

This warranty shall not apply to:

- A. Any equipment which has been subjected to misuse, neglect, or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without Lakeside's specific written consent;
- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in Lakeside's Operator's Manual for such equipment.
- D. Fuses, lights or other standard wear items.
- E. Electrical damage due to overvoltage conditions.
- F. Damage to machine or components due to lack of implementing the Recommendations on Short-term and Long-term Storage of Equipment guidelines.

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No allowances will be made for any such alterations or corrective work done without the specific written consent of Lakeside. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in Lakeside's proposal, is not warranted in any way by Lakeside but carries only that manufacturer's warranty, if any. No representative of Lakeside's has any authority to waive, alter, vary, or add to the items hereof without prior written approval.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

SECURITY INTEREST: Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

PROPERTY INSURANCE-RISK OF LOSS: You shall provide and maintain in responsible insurance companies, at your own expense, insurance against loss or damage to the equipment by fire or other casualty from and after the time of delivery to the carrier at point of shipment. Upon request you will provide certificates evidencing such coverage. Such coverage shall be for the amount of this contract, shall cover the equipment specified herein, and losses, if any, shall be payable to us as our interest may appear, under Union or Standard loss payable endorsements. Irrespective of such insurance coverage, you shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment. If you should fail to provide such insurance, we may obtain the same and the cost of the premium therefore shall be added to the purchase price.

<u>CHANGES & DELAYS</u>: If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto.

Our proposal is based on present day cost of materials and furnishing our equipment in accordance to our schedule indicated above. If delays greater than 90-days are experienced for review/approval of shop drawings or if there is delay on release of equipment to go into fabrication, you will reimburse Lakeside for any additional expense that may result from such cause.

Shipment must be accepted when ready to avoid storage charges. If refused when ready, storage plus handling charges will be added to the above price. Partial shipments must be accepted when ready and paid for in accordance with terms shown above.

<u>**DELAYS**</u>: We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use or resale of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and
- B. Such charge does not arise as a result of any modification of the equipment by you or the combination thereof of you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and
- E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

1 100 0 01 0

<u>CLAIMS</u>: Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Lakeside to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LAKESIDE EQUIPMENT CORPORATION assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

TRANSPORTATION EXPENSE: Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting our trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

<u>LIABILITY</u>: It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

LIQUIDATED DAMAGES: If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

<u>INSTALLATION REPRESENTATIVE</u>: At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Lakeside Equipment Corporation.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All services performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

CANCELLATION: Cancellation or suspension of a contract will be accepted only upon terms that will indemnify Lakeside Equipment Corporation against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. Our company may cancel the order prior to or at the time of receiving the final approved drawings if our company deems itself insecure, or determines that it is commercially unreasonable for us to proceed.

CONTRACT: We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and our company's authorized officer.

<u>ARBITRATION</u>: Any controversy or claim arising out of or relating to this transaction shall be settled in Chicago by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof.

CONFIDENTIAL INFORMATION: All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

Our Representative, **Trippensee Shaw, Inc., (PH: 863.382.2101**), will be available to discuss this offering and assist you throughout this project.

Submitted by:

LAKESIDE EQUIPMENT CORPORATION

Tom Larsen Regional Sales Manager