

THIS IS A CONFIRMING ORDER (V/N) ☐ N  
IF MARKED - DO NOT DUPLICATE

CENTRAL PURCHASE ORDER  
CITY OF AUSTIN BOX 1088 AUSTIN, TX 78767-8812

REFERENCE NUMBER  
PC 230 23085000378

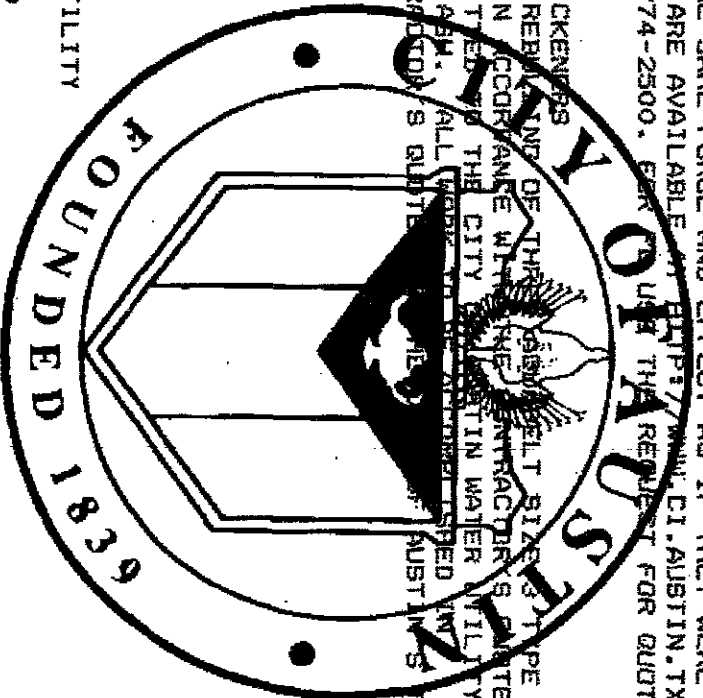
V BRIAN ASH  
E ASH83178181  
N ASHBROOK SIMON-HARTLEY  
D  
O 11600 E HARDY RD  
R HOUSTON TX 77093-1021  
Delivery Date: 10/17/06 FOB: DESTINATION Terms: NET 30  
Buyer: ALLEN, STEPHEN Solicitation No: SA06300094

S CITY OF AUSTIN  
H AUSTIN WATER UTILITY  
I 625 E 10TH ST STE 500  
P AUSTIN TX 78701-2631  
DARRELL RICHMOND

Order Line	Acct Line	Quantity	Unit	Description	Unit Price	Amount
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==THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS(T&CS) ARE HEREBY INCORPORATED INTO THIS PURCHASE ==  
==ORDER(PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE ==  
==FULL TEXT VERSIONS OF THE T&CS ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standard.htm> OR CALL ==  
==THE PURCHASING OFFICE AT (512)974-2500. SEND TO THE REQUEST FOR QUOTATION VERSION. ==  
001 01 3.000 EA 89005 GRAVITY BELT THICKENERS \$53,159.000 \$159,477.00

THIS CONTRACT IS FOR THE REBUILDING OF THE GRAVITY BELT SLIPS TYPE 85  
GRAVITY BELT THICKENERS IN ACCORDANCE WITH THE CONTRACTOR'S DRAWING NO.  
2003-8560 REV. 1 AS SUBMITTED TO THE CITY OF AUSTIN WATER UTILITY  
ON JUNE 9, 2006 BY BRIAN ASH. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE CITY OF AUSTIN'S TERMS  
AND CONDITIONS.



BILL TO : WATER & WASTEWATER UTILITY  
625 E 10TH ST STE 500  
AUSTIN TX 78701-2631

GRAND TOTAL = \$159,477.00

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS, F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX 9% 600000.

FIN 9089(01/83)

VENDOR COPY

Authorized Agent for City Manager  
By acceptance of this purchase order, you agree to comply with the terms and conditions on the reverse side and hereby make a part of this order.  
Date 8/14/06

June 9, 2006



City of Austin Water & Wastewater Utility  
Hornsby Bend Biosolids Management Plant  
2210 South FM 973  
Austin, TX 78725

11600 East Hardy  
Houston, TX 77093  
(800)362-9041

Attention: Steve Aden

Reference: Aquabelt Size 3 Type 85  
Quote# 2003-8560 Rev. 1

Dear Mr. Aden,

Ashbrook Simon-Hartley is pleased to offer its proposal on new upgrade replacement parts and factory machine reconditioning for the above referenced location. Ashbrook's experience in designing and building new belt filter presses and repairing/rebuilding earlier model belt filter presses, can only enhance our position in offering the services and parts needed to provide additional years of service to your Ashbrook Aquabelt.

Ashbrook started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses as an alternative to purchasing new replacement equipment. Over the past fifteen years Ashbrook Simon-Hartley has completed rebuild projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

Equipment on these projects included Bellmer Winklepresses (German), English Belt Filter Presses, Ashbrook's MKII & Type 85 Klampresses, Aquabelt gravity belt thickner and other Belt Filter Presses.

All parts supplied by Ashbrook, for reconditioning your machine(s), shall meet the latest O.E.M. design standards. All parts will be made to Ashbrook's standard level of quality under ISO9001 certified procedures. All labor shall be performed by qualified Ashbrook trained service technicians who are experienced in the disassembly/reassembly of the Aquabelt.

**Scope of Supply:**

Ashbrook's scope for reconditioning the Aquabelt Type 85 size 3 (2.0 meter) includes using only new O.E.M. (Original Equipment Manufacturer) parts, labor, inbound/outbound freight charges and start-up services.

Ashbrook shall be responsible for the removal and installation of the Aquabelt. Customer shall be responsible for disconnecting/connecting all electrical conduit and wiring. Ashbrook will provide freight carrier to transport machine between job site and Ashbrook's factory. Customer shall be responsible for loading and off-load of machine.

Some of the items listed below consist of new pre-engineered machine upgrades designed to both enhance your machine’s performance and lower its operational and maintenance costs.

**Aquabelt Rebuild:**

<u>QUANTITY</u>	<u>DESCRIPTION</u>
(1)	The list below details the parts and service that will be provided on the project.
(1) Lot	Regalvanizing of carbon steel main frame and all other carbon steel components on the machine.
	Recondition customer’s existing set of 2 9/16” stub shaft rollers consisting of the following:
(1)	6" Guide roller
(2)	8" Plain rollers (steering/tensioning)
(1)	10" Drive roller
	Drive roller shall be recoated with ¼” Buna-N rubber. All other rollers recoated with 30 mils of thermoplastic nylon. <b>All shafts will be inspected after bearing housing assemblies have been removed. Ashbrook will advise if roller shafts need to be repaired and/or replaced. Ashbrook will provide written estimate on shaft repairs, for approval, prior to proceeding with repair work.</b>
(8)	New Ashbrook/Dodge 2 9/16” internal bearing components. New Ashbrook/Dodge bearing components consist of triple labyrinth seal, bearing with steel bronze machined cage, taper lock nut assembly, spacers and splashguards. <b>Existing bearing Housings shall be reconditioned with 8-10 mils thermoplastic nylon coating.</b> Housing shall have a triple labyrinth seal for superior sealing against contaminants. Greasing intervals every 6 months.
(1)	Install new washbox inner brushes.
(22)	New spray nozzle assemblies. Assemblies include spray nozzles, gaskets and retaining rings.

- (1) Lot Existing shaft mount belt drive system shall be reconditioned. All repairs to the drive unit shall be performed at a SEW Eurodrive authorized service center. Repairs shall consist of replacing all gear reducer oil seals. Motor shall be inspected and rewound if needed. After completion of repairs, complete drive unit shall be painted meeting the latest O.E.M. specifications.
- (1) Lot Install new complete hydraulic system. New hydraulic system shall consist of new tensioning valve, 316 stainless steel rigid tubing and fittings and new 316 stainless steel steering valves/paddle. **New valves warranted for 5 years.**
- (1) Install single stage stand mounted hydraulic unit for control of the automatic steering and tensioning systems on the belt press. Unit will include new hydraulic tank, pump and motor assembly. All tubing connecting the hydraulic unit will be stainless steel.
- (2) Replace worn hydraulic cylinders with new fiberglass steering and tensioning cylinders. New hydraulic cylinders shall have fiberglass outer casing, laminated phenolic heads, stainless steel tie rods and 316 stainless steel piston rods.
- (1) Lot Replace worn electrical switches (no cake, belt misalignment, belt breakage and high level switches). Install new 316ss NEMA 4x press mounted junction box.
- (1) New emergency trip cord assembly consisting of trip cord switch, galvanized guide cable brackets, pull cable, switch support bracket and 316 stainless steel mounting hardware.
- (2) Replace worn scraper blade at discharge end of machine and ramp blade. Both blades fabricated from UHMWPE.
- (68) New chicane blades in gravity section. New chicane blades fabricated from (UHMWPE).
- (1) Lot Install new poly grid wear bars (UHMWPE) on the upper grid weldments.
- (1) Lot Install new rubber seals on washboxes and gravity section sludge restrainers.

- (1) Labor for disassembly/reassembly
- (1) Inbound/outbound freight. (Offloading by others).

Total Sell Price per Aquabelt: **\$53,159.00**, F.O.B. Origin with freight allowed to jobsite.

Total Sell price for (3) three Aquabeltes: **\$151,884.00**, F.O.B. Origin with freight allowed to jobsite. (Note discount pricing for rebuilding three Aquabeltes: **\$7,593.00**).

**Terms and Conditions:**

Shipment of Aquabelt can be made within 6-8 weeks after Aquabelt arrives at Ashbrook's factory. Invoice(s) are due after receipt of parts on site and/or after completion of site work. Payment terms are net 30 days. Ashbrook's "Standard Terms and Conditions" are enclosed and apply in their entirety.

Customer shall be responsible for loading and off loading of parts at job site. Customer electrician shall be responsible for disconnecting and reconnecting all electrical conduit and wiring.

Ashbrook Simon-Hartley will warrant, unless otherwise indicated, the new parts, of its own manufacture, for a period of (1) one year from date of delivery. Ashbrook's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be so defective, provided that such part is, upon request, returned to Ashbrook's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical reaction or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, modification or adjustment.

The quoted pricing does not include any state prevailing wage rate requirements. Pricing is subject to review if project must meet prevailing wage rate requirements. The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

"Proposal – Austin, TX"

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This proposal is offered for acceptance within sixty (60) days from date of quotation. Prices are subject to review thereafter. Prices are firm, based upon receipt of Letter of Intent or Purchase Order and notice to proceed within this sixty (60) day period.

We wish to thank you for the opportunity to contract this rebuild project. Should you have any questions, please feel free to contact the factory or Ashbrook's local representative; Mr. Curtis Cathey or Mr. Brian Phenegar, Environmental Improvements (Ph# 512-295-3733).

Best regard,

*Brian Ash*

Brian Ash

Retrofit/Rebuild Project Manager

cc: Bill Noxon / Ashbrook Simon-Hartley

### ***STANDARD TERMS AND CONDITIONS***

Standard Terms and Conditions shall apply and form part of the within quotation except as expressly otherwise agreed by an officer of ASHBROOK SIMON-HARTLEY OPERATIONS, LP ("Ashbrook").

**ACCEPTANCE:** Unless otherwise expressly stated herein, this quotation shall expire thirty (30) days after its date.

**DELIVERY:** Except as otherwise specified in this quotation, delivery will be Ex-Works, Houston, Texas. Time of Delivery is an estimate only and is based upon the receipt of all information and necessary approvals. The company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, and acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond the company's control.

**WARRANTIES:** The equipment offered is warranted in accordance with the terms of Ashbrook's standard warranty which is hereby made part of this proposal.

**PRICES:** All prices exclude sales, use, occupation, license, excise and other taxes in respect to manufacture, sale or delivery, all of which shall be paid by the buyer unless a proper exemption certificate is furnished.

**TERMS:** If not otherwise specified in the quotation, the terms of payment shall be balance net within thirty (30) days after shipment. In all cases payment, other than initial payments, shall be made pro rata as principal items are shipped. In the event delay in making shipment is caused by buyer, payment for such shipment shall be due thirty (30) days from date Ashbrook notifies buyer that Ashbrook is prepared to make such shipment. If buyer delays completion of manufacture, Ashbrook may elect to require payment according to percentage of completion. Machinery held for buyer shall be at buyer's risk and expense.

**CANCELLATION CHARGES:** In the event the buyer elects to cancel the order or if any proceeding be instituted by or against buyer under any bankruptcy or insolvency law, or if in Ashbrook's judgment, buyer's financial situation justifies such action, Ashbrook may, at its election exercisable at any time prior to delivery require payment in advance or cancel the order as to any unshipped items and require payment of its reasonable cancellation charges.

#### **Schedule of Cancellation Charges**

<u>Attained Milestone</u>	<u>% of P.O Contract Value</u>
Prior to Submittal	5%
Subsequent to Submittal Approval	15%
Subsequent to Release to Production	50%
Subsequent to Initiation of Equipment Assembly	100%

**BACKCHARGE(S)/CHANGE ORDER(S):** Ashbrook shall not accept any backcharges unless written approval has been furnished by an authorized Ashbrook employee prior to work/task commencement. An authorized Ashbrook employee prior to commencement must execute all change orders.

**TITLE AND LIEN RIGHTS:** The equipment shall remain personal property, regardless of how affixed to any realty or structure until the price (including any notes given therefore) of the equipment has been fully paid in cash. The company shall, in the event of customer's default, have the right to repossess such equipment.

**THIS QUOTATION MAY BE CHANGED OR BE REVOKED AND WITHDRAWN BY THE COMPANY AT ANY TIME UPON WRITTEN NOTICE TO THE BUYER.**

## **SERVICE TERMS**

### **1. Rates**

*Service rates are as follows per 8-hour man-day during normal working hours:*

	Monday- Friday	Saturday	Sunday & Holidays
Service Technicians	\$750/day	\$1,125/day	\$1,500/day
Process Technicians	\$950/day	\$1,425/day	\$1,900/day
Process Engineers	\$1,500/day	\$2,250/day	\$3,000/day

*Overtime service rates on an hourly basis in excess of 8 hours worked are as follows:*

	Monday- Friday	Saturday	Sunday & Holidays
Service Technicians	\$140.63/hr	\$140.63/hr	\$187.50/hr
Process Technicians	\$178.12/hr	\$178.12/hr	\$237.50/hr
Process Engineers	\$281.25/hr	\$281.25/hr	\$375.00/hr

All above rates are in U.S. dollars. Travel time is included as working time. Parts and expenses are additional.

Terms - 2% ten (10), net 30 days.

### **2. Minimum Billing**

A minimum charge of 1/2 day's time will be made. Billing will be made in 1/2 day increments for time each day at job and/or traveling during normal working hours. Thus, five hours spent on job and/or traveling is billed as one full day.

### **3. Normal Working Time**

Eight hours per day with one hour for lunch, Monday - Friday, except observed holidays.

### **4. Travel**

Travel arrangements are made with 14-day advance purchase. Should the agreed travel dates change due to no fault of Ashbrook and additional costs be levied, such costs shall be chargeable.

#### These Include:

- Plane, Train and/or Automobile rental cost from Ashbrook, Houston, Texas, to the customer's plant or construction site and return.
- Private Automobile travel at the current IRS published rate.
- Expenses also include all local travel.
- Living expenses for lodging, meals and incidental costs.
- Telephone calls and wires, as required in connection with the details of the job.
- When our service representative goes from job to job rather than returning to his headquarters, an equitable distribution or travel charge will be made.

A 20% charge will be added to cover administration costs on all travel and living expenses.

### **5. Parts**

All parts supplied will be billed at selling prices. Service work by others under our authorization will be billed at our cost plus 20% overhead.

### **6. Limits of Liability**

As our representatives are authorized to work on Ashbrook equipment, all responsibility for operation rests with the customer. Ashbrook shall not be liable for any claims, losses, labor, expenses, or damages, direct or consequential, resulting directly or indirectly from the service performed hereunder or for other consequential loss or damage of any nature arising from any cause.



**7. Authorization**

Ashbrook will not commence any service work until an official Purchase Order for the work has been received.

***WARRANTY***

**ASHBROOK SIMON-HARTLEY OPERATIONS, LP** warrants for a period of twelve (12) months from start up, not to exceed eighteen (18) months from date of shipment, the new equipment of its own manufacture to be free from defects in material and workmanship under normal use and service when used and maintained in accordance with Operation and Maintenance Instruction Manual supplied by Ashbrook. Ashbrook's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be defective, providing that such part is, upon request, returned to Ashbrook's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect or from improper operation, maintenance, installation, modification, or adjustment.

This warranty excludes consumable parts, specifically but not limited to belts, chicane blades, seal strips, scraper blades, and air lifts. These items are warranted for a period of thirty days from start up.

Ashbrook shall not be liable for indirect or consequential damages, whether or not caused by seller's neglect. Consequential damages for the purposes of this agreement shall include, but not be limited to, loss of use, income or profit, or loss of or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise.

"Start up" for the purpose of this agreement shall be the date when the equipment is first placed into operation regardless of the status of other items, i.e. sludge feed systems, and polymer feed systems, conveyors, etc., at that time.

All parts repaired or replaced under this warranty will continue coverage on a prorated basis of the original warranty.

The company shall in no event be liable for damage caused by acts of force majeure, including but not limited to acts of war, fires, acts of God, strikes, and labor difficulties, acts of governmental or military authorities, civil unrest, or causes of any kind beyond the company's control.

*Service may be refused to any area designated as High Risk by the company. This refusal will take precedence over any other agreed terms.*