

**CLEARWATER CONSTRUCTION & MANAGEMENT, LLC**

5711 W Garden Springs Rd  
 Spokane, WA 99224  
 Phone: (509) 363-0414 Fax: (509) 363-0415

TO:  
 PureAir Filtration  
 6050 Peachtree pkwy, suite 240-187  
 Norcross, GA 30092

Date: <u>3/11/15</u> Purchase Order: <u>1540-02</u>	
Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.	
Costcode _____	Job No: <u>1540</u>
Ship to: Clearwater Construction & Management, LLC Shadle Bluff CSO 6 3701 N I st. & NW blvd Spokane, WA 99205	

Order taken by: John Simon-goble Sampson Phone 678-923-1431 425-392-0491 Fax 678-935-0648 425-736-4584

Ship Via

FOB POINT PPD COLL  
 Jobsite

TERMS  
 NET 30

MULTIPLE SHIPMENTS  
 RENTAL  
 UNIT PRICES

- PLEASE SEND ONE ORIGINAL INVOICE TO OUR OFFICE.
- ORDER IS TO BE ENTERED IN ACCORDANCE WITH PRICES, DELIVERY AND SPECIFICATIONS SHOWN HEREIN.
- NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP AS SPECIFIED.

QTY. ORDERED	UNIT	DESCRIPTION / STOCK#	UNIT PRICE	TOTAL
1		Odor control units per section 237325	\$102,500.00	\$102,500.00
1		spare media per specs	\$26,500.00	\$26,500.00
<b>TOTAL</b> Order subject to attached terms , conditions & Engineers approval				<b>\$129,000.00</b>

SEE PAGE 2 FOR ADDITIONAL TERMS

  
 Approved  
 Clearwater Constr. & Management, LLC

FOR OFFICE USE ONLY

DATE	INV. NUMBER	DESCRIPTION	AMOUNT	BALANCE

# CONDITIONS OF PURCHASE ORDER FOR MATERIALS, SERVICES AND EQUIPMENT

SUBMITTAL REQUEST DATE	DELIVERY REQUIRED DATE	PROJECT NAME	PROJECT LOCATION	PROJECT ENGINEER
03/16/15	7/1/2015	CSO 6 control facility	Shadle Bluff CSO 6	City of Spokane &

- 1) This order is subject to requirements and conditions of the Engineer's Plans and Specifications (Construction Contract Documents) for this particular project including, but not limited to the following:
  - A) Factory Start-Up, Supervision, Inspection, and Testing in sufficient quantity as required;
  - B) O&M Manuals to be provided in advance of request for final payment and as required by the Documents;
  - C) Sufficient copies of accurate Submittal Data and Shop Drawings shall be provided in a timely manner;  
**5 copies;** Electronic Acceptable
  - D) Timely delivery of Complete Order; and
  - E) Complete Factory Warranty per Construction Contract Documents.
  - F) Engineer's Acceptance and Approval.
  
- 2) It is CWC's intention to purchase a complete unit, system, or group of materials, or a logical segment thereof per your quotation, and CWC infers from your quotation that your proposal is complete unless items are specifically excluded.
  
- 3) It is expressly understood and agreed that venue for settlement of any disputes which may arise as a result of this order will be Spokane, Washington.
  
- 4) Unless otherwise stated to the contrary in the contract documents, Materials and workmanship shall be in full compliance with the highest nationally recognized Industry Standards and Guidelines.
  
- 5) It is expressly implied and understood that you, **PureAir Filtration** and your authorized representative(s), are qualified experts in the field of design, manufacture, selection, installation, and (or) assembly and operation of the materials, equipment, and services covered by this order.
  
- 6) Supplier will indemnify Clearwater Construction, and its owner(s) against any and all patent and (or) royalty claims which may result from this order.
  
- 7) It is understood that the General Delivery Schedule will occur as follows:
  - A) **Submittals - 3/16/15**
  - B) **Material - 7/1/15**
  - C)
  - D)



AUTHORIZED  
CLEARWATER CONSTRUCTION & MANAGEMENT, LLC

**Purchase Order No.**  
1540-02



PureAir Posted

Paul Clary *ODOR CONTROL*

**From:** John Simon <jsimon@goblesampson.com>  
**Sent:** Monday, February 23, 2015 9:42 AM  
**To:** John Simon  
**Subject:** Shadle Bluff CSO 6 BID - PureAir Scope of Supply  
**Attachments:** Shadle Bluff CSO 6 Control Facility Phase 1 Project\_ PBS 606\_Scope\_02231....pdf; 201500428659\_1\_ADD02\_ADD02A.PDF

To all,

See attached for our revised scope letter reflecting that Pure Air has been approved to bid per addendum 2. I have revised the scope showing the proper addendum level.

**Question 9:**

If PureAir Filtration has a product that can meet the air filtration specifications outlined in Section 23 73 25 – Odor Control Units and if they can meet the unit sizing as dimensioned on the Mechanical Plans; then can they be listed as a manufacturer within Section 2.1 of the Odor Control Units specifications?

**Clarification 9:** Yes. If PureAir can meet the qualifications shown on the project plans and specifications then they can supply odor control units as an approved equal.

*Our price per the attached scope of supply is \$102,500 for both units (includes media).*

*The adder for the spare media is \$26,500 (two spare sets for each unit)*

*\$129,000 ✓*

Please feel free to give me a call should you have any questions.

John Simon  
 Goble Sampson Associates  
[jsimon@goblesampson.com](mailto:jsimon@goblesampson.com)  
 P: (425) 392 0491  
 C: (425) 736 4584  
[www.goblesampson.com](http://www.goblesampson.com)

ExchangeDefender Message Security: [Check Authenticity](#)

*- Freight Inc To site*  
*- NO Tax Included*



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6050 PEACHTREE PKWY, SUITE 240-187 NORCROSS, GA 30092  
Ph: 678-935-1431, Fax: 678-935-0648

To: All Bidding Contractors  
Date: February 20, 2015  
Project: Shadle Bluff CSO 6 Control Facility Phase 1  
Engineer: City of Spokane Washington Department of Engineering Services  
Addendum Level: 3  
Bid Date: February 23, 2015

Quote#: PAF-150220aay

**PUREAIR FILTRATION** is pleased to offer the following Proposal and Pricing for your review. Orders/Contracts/Terms for purchase of these materials are subject to the attached standard terms and conditions.

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#### Scope of Work for Section 23 73 25 – Odor Control Units

Two (2) model PBS 606 system designed to eliminate sewage gases containing Hydrogen Sulfide and other organic compounds from the Shadle Bluff CSO-6 project. The PBS 606 units are designed to treat 3800 CFM of air and meet all performance requirements for eliminating odors. Please note that PureAir Filtration is not taking any deviation to the specification. Each PBS 606 will provide numerous benefits as described below:

##### Benefits of PureAir PBS Systems

- 1) Independent carbon beds: The PureAir PBS system is all welded horizontal flow odor control system built from corrosion resistant sheet metal (aluminum or FRP). The PBS system is factory assembled with vessel and blower and all accessories (dampers, etc.) mounted on one skid for ease of installation. The unit can be dropped into place and ducted directly. This configuration allows for greater maintainability of the system. This system allows for the two types of adsorbent carbon media to be held in independent beds, thereby allowing for independent change of the carbons. Spent carbon is easily removed with quick-disconnect vacuum ports.
- 2) Real Time Media Bed Monitor: This system includes PureAir's "Real Time Media Bed Monitor" which gives continuous, reliable monitoring of the remaining life of the H<sub>2</sub>S carbon.
- 3) Integrated high efficiency mist & grease filter. Filter is 99.9% efficient at removing droplets 2 microns or greater.
- 4) Capacity up to 106 cubic feet of engineered media per specification. Media will be delivered in sling bags for loading into the unit.
- 5) One (1) 3800 CFM blower per specification.
- 6) One (1) NEMA 4X control panel per specification. Control panel to be mounted in a non-rated space. There will be one (1) NEMA 4X control panel for both units.
- 7) One (1) NEMA 7 motor disconnect to be mounted on the side of each unit (two total).
- 8) One magnehelic differential pressure gage rated 0-10 iwg.
- 9) Two (2) complete set (3 beds) of spare media as required per the specification for each PBS 606 unit.
- 10) Testing and training of plant personnel on the operation and maintenance of the equipment as required.

Prices are firm if Proposal accepted within 90-days from proposal date. Invoices are payable within 30-days from Invoice date. The attached Terms and Conditions become a part of this offer to sell.

**Not Included:**

Installation of any of the above equipment

Electrical Installation

Ductwork

Anchor bolts for securing the units to concrete pad

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Terms: See also attached standard terms and conditions

Submittals to be completed in 2-4 weeks upon receipt of purchase order

Delivery will occur 8-10 weeks after written release from Purchaser.

Freight: FOB Destination

Taxes: Not included

Contact:

*John Simon (Goble Sampson Associates)*

T: 425-392-0491

## STANDARD TERMS AND CONDITIONS

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The following Terms and Conditions are an integral part of PureAir Filtration attached offer to sell equipment or services stated in this Proposal.

A. **SHIPMENT:** Subject to submittal approval. Estimated shipment is 4-12 weeks dependent on equipment or services provided. PureAir Filtration is not responsible for delay in shipment or delivery of any kind beyond our control.

B. **TERMS:** The prices quoted by PureAir Filtration are subject to the following payment terms:

1. Payment: Net 20% on submittal approval, 75% net 30, 5% maximum retainage. Net amount due in thirty (30) days after date of each invoice on all orders. Purchaser's payment of invoices shall not be contingent or dependent upon prior receipt of any payment to Purchaser from third parties.
2. Any invoice unpaid after 30 days from invoice date will be subject to interest charges of 2% per month, compounded.
3. No Retainer is Allowed per the Terms and Conditions of this offer to sell.
4. Lien laws and Bonding Company requirements are such that PureAir Filtration must file claim with City, Bonding Company and Engineer within 60 days from date of invoice on unpaid accounts in order to protect reserve of amounts to cover supplier's unpaid invoice. This is in no way reflective of Contractor's ability to pay. It is only a required action dictated by State lien Laws and Bonding Companies. Therefore, PureAir Filtration claim forms will be filed with the City, Bonding Company and Engineer 10 days before any account receivable becomes 60 days old.
5. Equipment cannot be returned and an order, once accepted and approved, cannot be canceled, without prior written consent. In case of cancellation, Buyer agrees to reimburse PureAir Filtration for all costs incurred plus a mark-up of 20% for overhead expenses.

C. **TAXES:** We do not include in this Quotation any Federal, State or Municipal Sales, Use or Gross Income Tax which may be chargeable against the equipment offered. Any such tax which the Seller shall be liable for the payment or collection of shall be paid by the Buyer, although not specifically set out as an item in this Proposal.

D. **PENALTIES:** There are no penalties or liquidated damages assessed except as may be specifically provided for in this Proposal.

E. **CLAIMS FOR LOSS OR DAMAGE IN TRANSIT:** Since material is sold "FOB Factory" or "FOB Factory, freight allowed to destination", the responsibility for filing claims for loss or damage in transit is the Buyers. We will assist and cooperate with the Buyer in handling such problems.

F. **WARRANTY & SERVICE:** PureAir Filtration warranties on equipment are limited to the warranty provided to the Purchaser of the specific equipment contained in this Proposal. Start-up or operation of equipment containing electrical or electronic components by unauthorized persons and damage resulting from unauthorized operation will be sufficient grounds to void all warranties on that equipment unless it has been previously checked out and operated by qualified personnel of the manufacturer or their representatives. If such failure is attributable to defects in the material furnished and found to have existed at the time of delivery, the Seller's liability shall be limited to furnishing necessary replacement material or parts. PureAir Filtration assumes no liability under any conditions for installation, labor, or materials associated with the installation of Seller's materials, unless installation is an integral part of this Proposal and are supplied by PureAir Filtration. This Proposal is for equipment only, and unless stipulated otherwise, does not include field service of any kind. Service will be charged at a rate of \$420.00 per day, plus travel and living expenses. Two weeks minimum advance notice in writing for start-up service is required. Start-up or supervision service will not be provided by PureAir Filtration on equipment covered by this Proposal if payment for equipment is not current, per item B(1) of these Terms and Conditions.

G. **ACCEPTANCE OF THE PROPOSAL:** This proposal is subject to Buyer's offer to purchase and to the subsequent acceptance of an Officer of PureAir Filtration. Thereupon it will become the entire Agreement between Buyer and the Seller notwithstanding any previous communications or negotiations, whether oral or written. There are no covenants, agreements, inducements, guarantees, warranties, additions or considerations other than as set out specifically in this Proposal. The parties intend to be legally bound by this Agreement and to be governed by Georgia law upon the execution of this instrument as a contract. In the event the Buyer issues his own purchase order or prepares a contract based on this Proposal, the Terms and Conditions of this Proposal shall be deemed to be incorporated in the said purchase order or contract unless exception is specifically taken.

H. **SPECIAL CONDITIONS:** No back charges or delay in payment of equipment shipped or services performed will be accepted by PureAir Filtration unless authorized in advance and confirmed in writing by PureAir Filtration. We wish to assure you that PureAir Filtration will do its utmost to meet your required delivery dates; however, we cannot be held responsible for delays and shortages of material caused by conditions beyond our control.