



Project Quote

Quote Nbr.: PQ004208
 Quote Date: 8/26/2024
 Sales Person: PAUL BLAKE
 Reference:
 Customer: ARAPAHOE COUNTY COLORADO

Quoted To:	Project Quoted:
ARAPAHOE COUNTY COLORADO Phone: (720) 874-6807 FLEET SERVICES DIV. 7600 S Peoria St ENGLEWOOD, CO 80112-4468	Primary Location ARAPAHOE COUNTY COLORADO FLEET SERVICES DIV. 7600 S Peoria St ENGLEWOOD, CO, 80112-4468

Thank you for having Kubat Equipment quote to you the following scope of work
 -> Install new LFC6000 Controllers

Due to increasing material pricing, freight costs and market volatility, this quotation is VALID FOR 7 DAYS. All pricing subject to change at any time without notice. Surcharges and Tariffs on material, fuel & freight may apply based on manufacturer implementation. Any additional or change in surcharge/tariff rates and material pricing will be itemized on the invoice. All freight charges are ESTIMATED and subject to change upon invoice of shipment by our vendor.

Locations: Peoria & Bennet
 Same scope of work for each location
 -> Total of (8) new Lincoln LFC6000 Controllers
 -> Total of (1) Lincoln LFC6000 Remote Installation Support
 -> Total of (8) new Cat5 cables

For each location Kubat Equipment will remove existing (4) LFC5000 DU unit assemblies. We will then provide and install (4) new Lincoln LFC6000 Controllers. Each Controller includes 6 outputs for fluid combo units. Kubat Equipment will reuse existing wiring and connect to new LFC6000 Controllers. We will plug new Controllers into customers existing Network outlets and 115-volt outlets located next to new Controller locations (within 5 ft.). Lincoln Technical Support Team will program IP Addresses, Identification Numbers, Personnel ID's and hose locations. After installation of new equipment Lincoln Technical Support Team will then remote into Enterprise software and new LFC6000 Controllers to verify correct operation. Kubat Equipment will test transactions with Arapahoe County personnel. Installation complete upon confirmation of successful dispense.

Lincoln Remote support team must be able to work with Arapahoe County IT personnel to be able to access Lincoln LFC6000 Enterprise Software to be able to update software and firmware. Lincoln support will also need access to be able to download/upload reel/product locations and user ID's for new Controllers.

- Note: Not included in quote
- 1.) Kubat Equipment assumes that existing fluid combo units and ready lights are still in good working condition, existing units are not being replaced.
 - 2.) Kubat Equipment assumes that all existing wire is in good condition, existing wiring is not being replaced.
 - 3.) Any repairs to existing equipment (combo units, ready lights) or existing wiring if found to be needed.
 - 4.) Any repairs to existing product piping, reels, control valves if found to be needed.

NO.	ITEM	DESCRIPTION	QTY.	UOM	PRICE	AMOUNT
1	500200	LFC 6000 CONTROLLER	8.00	EA	1,293.00	10,344.00
	Includes the following:					
	-6 pulse inputs					
	-6 level inputs					
	-6 fluid inputs					
	-1 Ethernet switch to connect to Network					
	-115 volt power					
	-LCD touchscreen					
2	500236	LFC ENTERPRISE SOFTWARE O.S.	1.00	EA	4,387.50	4,387.50
	Lincoln Remote Installation Support, Site Configuration					
3	Q13850-06	6' CAT5 CABLE	8.00	EA	60.16	481.28

Continued...



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NO.	ITEM	DESCRIPTION	QTY.	UOM	PRICE	AMOUNT
4	MISC INSTALL MATERIAL	Miscellaneous Install materials	1.00	EA	300.00	300.00
5	INBOUND FREIGHT - LINCOLN	Inbound Freight - Lincoln Industrial Estimated Inbound Freight, subject to change/adjustment	1.00	EA	175.00	175.00
6	K1070E	Shop Supplies	1.00	EA	7.50	7.50
7	NTI	Non-Taxable Install Assembly	1.00	EA	5,343.80	5,343.80

Please see attached terms and conditions which are a part of this quote.

Customer Signature: _____

Printed Name: _____

Quote Total	21,039.08
CO Ret. Del. Fee	
Tax Total	0.00
Total	21,039.08

TERMS AND CONDITIONS

1. Acceptance.

This proposal, when accepted by the Buyer within the period set out in this contract, will constitute a bona fide contract between us. It is agreed that there are no promises, agreements or understandings, oral or written, that are not specified in this agreement. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.

2. Prices.

Prices quoted are for acceptance within 60 days and, unless otherwise specified, are subject to change or withdrawal without notice after that date. Prices quoted are subject to adjustment to manufacturers published list prices in effect at date of shipment unless specifically waived by quotation. Acceptance by mail shall be effective as an acceptance only when actually received by seller.

3. Change Orders.

Any change to the scope of work set forth in the contract must be agreed to by both parties in writing. The cost for change orders is additional to the contract price.

4. Related Work.

Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this contract unless specified. Anchors, foundations and Cathodic protection are not included in this contract unless specified. If concrete slab is placed and finished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 7 days. Tank hold-downs and anchors may be required if ground water or a flood plain exists and will require additional expense. SPCC plans if required are the responsibility of the owner. Registration of Tanks is the responsibility of the owner.

5. Delivery.

Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, and other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result therefrom. The Seller will endeavor to maintain schedules, but can not guarantee to do so. Time for delivery shall not be of the essence of this contract. The Seller is not liable for any loss or damages resulting from delay, howsoever caused or occasioned. Delivery, unless otherwise specified, does not include unloading. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense. The F.O.B. point will determine the responsibility for filling out necessary claim forms for carrier damaged equipment. Claims will be handled according to the I.C.C./D.O.T. common carrier agreements and are not necessarily handled by Seller.

6. Delays.

Any delay in the progress of the work not caused by Seller or its subcontractors will result in an additional charge to Buyer.

7. Terms.

Payment terms are Net 15 days from the date of Seller's invoice. A deposit may be required on all installation contracts. The Seller may require progress payments covering the cost of materials and the cost of labor. The cost of labor will be predicated upon the percentage of completion of the contract. The Buyer will be sent an invoice for the value of materials stored and/or for the value of work completed. The Buyer shall pay for the same within 15 days. Any buyer payment in excess of 2500.00 that is made by credit card shall incur an additional 3% owed by Buyer to Seller.

8. Interest and Attorney Fees.

The Buyer agrees to pay interest at the rate of 1.5% per month on all sums owed to Seller. The Buyer agrees to pay the Seller's reasonable attorneys' fees and court costs incurred collecting any sums due from Buyer and/or in enforcing any of the terms of this contract, including Seller's attorney fees and costs incurred in connection with defenses or claims asserted by Buyer.

9. Installation-Warranty.

It is understood that the buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be responsible for delays caused by the Buyer's failure to provide such access. The Seller shall perform all the work for the installation of the equipment and materials covered by this contract in a good and workmanlike manner in accordance with Seller's normal procedures, and Seller warrants that its installation will be free from defects for a period of one (1) year from the date of substantial completion of the installation. Buyer's remedy shall be limited to the repair and/or replacement of the defective workmanship. Seller's liability for installation is governed by the terms of this express warranty and shall not include any claim based on strict liability, negligence, breach of warranty or any other theory of liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of this contract, unless otherwise specified in this contract.

10. Equipment-Warranty.

SELLER MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE EQUIPMENT AND MATERIALS SOLD UNDER THIS CONTRACT AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted by the terms of any agreements with the manufacturer, Seller hereby assigns to Buyer all manufacturer warranties expressed or implied, issued on or applicable to the equipment and materials sold under this contract.

11. Limitation Period.

No action, lawsuit, claim or proceeding, regardless of the theory, nature or form, in anyway arising out of the transactions under this contract may be brought by Buyer more than one (1) year after the substantial completion of Seller's installation of equipment or products. If a certificate of occupancy or final permit approval is issued concerning Seller's work, such date shall be the date of substantial completion.

12. Excavation.

Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, shale, water, running sand, concrete structures, poles, utilities, manholes, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the contract the Seller shall not be held responsible. In case of winter work, frost removal is not included unless specified in this contract. Should any non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and complete the excavation, such extra work shall be at the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer. This expense shall in no case exceed the existing rate scale for labor and materials had the quotation been based on labor and materials. If it becomes necessary for Seller to abandon the site of excavation, any expense incurred for work performed shall be borne by Buyer.

13. Floating Tanks.

The Buyer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for contamination or loss of product used for ballast. In the event the tank is not filled as requested, the Buyer accepts responsibility for damage that may occur from tanks floating because of underground water or run off water resulting from weather, and accepts the expense for equipment, labor and materials to reinstall tank.

14. Special Fees.

Unless otherwise stated, no provision is made in this contract for special fees, permits, licenses, etc. If Seller is requested to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

15. Indemnity Clause.

The Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for: (a) bodily injury and/or property damage arising out of the work undertaken by Seller, its employees, agents and/or subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workmen's Compensation insurance, and (b) alleged or actual infringement of any letters patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions, or technical information or data furnished to the Seller by the Buyer.

16. Title and Risk Loss.

Full risk of loss including transportation delays and losses shall pass to Buyer upon delivery of equipment and/or materials to the F.O.B. point. Title to and the right to possess each item of equipment are and shall remain vested in Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay any monies due to Seller, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory (as the Seller may reasonably determine), or in the event the Buyer fails to perform any condition or obligation of this contract, then the Seller may, at its election, demand immediate payment in cash before making delivery, or suspend delivery until receiving adequate assurance that it will be paid, in each event without notice and without any liability whatsoever to the Buyer. The Buyer shall maintain term fire, theft and other casualty insurance including vandalism during the installation in amounts necessary to cover any losses resulting to the Seller for any losses or damage at the job site to Seller's construction equipment or the equipment to be installed pursuant to this contract, except for such loss or damage which is caused by the Seller's employees or agents. It is specifically understood that the Buyer shall be responsible for any such loss or damage which is not caused by the Seller, its employees or agents.

17. Taxes.

No Federal, State or local taxes are included in this contract unless specifically so stated, and will be extra if applicable.

18. Governing Law/ Jurisdiction.

This contract and the dealings between the Buyer and Seller are governed by the law of the State of Colorado, without regard to its conflict of law principles. Exclusive jurisdiction and venue for any action to enforce or interpret any of the terms of this contract, or to litigate any claim arising from the dealings of the Buyer and Seller, shall be in the state district court for the City and County of Denver, State of Colorado.

19. Waiver of Jury Trial.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER AND SELLER HERBY MUTALLY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY, AND AGREE THAT ANY DISPUTE SHALL BE TRIED TO A JUDGE.

20. Errors.

Stenographic, clerical, typographical and mathematical errors made by Seller on quotations, acknowledgements or invoices are subject to correction.

21. Pollutions Clause.

This contract does not include the cost of removal, hauling or disposal of polluted or contaminated soil or materials unless specifically stated in the contract.