



Quotation # 17236-2

June 16, 2014

JOB NAME: Port Of Key West, FL Security Bldg.

CONTACT: Doug Bradshaw

Director of Port and Marine Services

Port Office, City of Key West

201 William Street

Key West, FL 33040

305-809-3792 office / 305-797-8361 Cell / dbradsha@keywestcity.com

UH Structures Inc. dba Ebtech Industrial Building Solutions

Tax identification Number: 26-1396023

CAGE Code: 5J7W1

DUNS Number: 809072650

Good afternoon Doug,

Per our discussions and your request, listed below is our proposal for the GSA listed shipping container building we discussed. This structure will be manufactured from a new, first run CSC certified container. The unit will be modified to contain 15 Florida certified and rated windows and will include (3) rooms. One end will be a 270 degree view guard building with glass on 3 sides, finished floor, lockable 3070 exterior steel man door with lockset and countertops and factory wired electric power and telephone jacks. HVAC will be factory fitted and provided loose for installation onsite.

The center area will be an ADA compliant restroom complete with factory installed finished floor, walls and ceiling and tested plumbing, toilet, sink, towel dispenser, vent, mirror, lighting and HVAC factory fitted and wired shipped loose for installation On site. One exterior ADA compliant man door with lock set and master key.

The back area will be an office area with HVAC factory fitted and wired, shipped loose for on site installation. The office area will have Florida rated windows around the perimeter, finished floor, walls ceiling. Lighting, wall switch and outlets are factory built and tested.

Detailed Description:

This proposal includes the design and manufacture of a 40' New/ First run ISO ground mount container office building. This building will be manufactured utilizing a new, first run ISO certified shipping container. Exterior dimensions are 40'L x 8'W x 8'6"H.

The Office / Storage Container shall be built inside a new first run ISO. The rear doors will be removed and the wall sealed. It shall be designed to have three (3) rooms. At one end is a guard/

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security office with windows on 3 sides, built in counters, 115vac outlets, data ports, phone jacks and accommodations for flashing lights and external security warning horn, not included. The middle room will be an ADA compliant restroom with toilet, sink, toilet paper holder, paper towel dispenser and hand soap dispenser, a floor drain is available for an additional cost. The third room will be an office with windows and built in counter/ desk. Each room will have its own HVAC unit sized for the area or there is an optional mini split system HVAC which can be fitted to operate the needs of all 3 rooms.

Description:

1. Size (ext. dimensions): 40 Feet Long, 8 Feet Wide 8'6" Height
2. Interior Finish: Minimum R-11 insulated sheetrock walls & ceiling
 - Vinyl Composite Tile (VCT) floor
 - Three 36" Man doors, 180MPH rated, 2 with windows, locksets, closers
 - Estimated 15 Tinted 180MPH rated Windows around the entirety of the security office covering as much wall space as possible, no windows in the restroom, windows in the end office area, style & quantity to be determined
 - Fluorescent, Twin-bulb 48" L x 3" Ht x 8" W ceiling lights with 120V HPF T8 in each room
 - Minimum quantity 3, 115VAC duplex outlets in each room
 - Up to 3 telephone jacks are included
 - Wall switch in each room
 - All wiring is factory installed conduit and can be surface mounted
 - CB Box in office area
 - Built in desk, 8' side, both offices
 - 3 – HVAC thru wall mounted, one in each room with controls and appropriate outlets

Options:

- *Window security bars - \$90.00 ea.
- *Door Glass Security bars- \$79.00 ea.
- *HVAC security bars-\$190.00 ea. Unit
- *Mini Split HVAC- \$2,300.00
- *Canopy/ shade covers over doors and windows are available
- *Ramps are not included but are available

Total price as described: \$61,755.00

Freight: \$2,420.00

Exclusions:

- *price does not include site prep or placement
- *price does not include unloading
- *price does not include facilities or utilities hook up to site
- *Fluorescent bulbs and lamps are not included
- *PE sealed and stamped drawing are additional cost



This is a custom designed and build structure. **Once ordered this is a non cancellable project.**

Estimated weight approx. 8,500lbs (actual weight will be defined after drawings are signed)
This building is both structural and seismic approved. This building is crane lift able from the corner connectors or fork-liftable from the pockets built in.

FOB: Port Of key West, FL

DELIVERY: 4-6 weeks ARO and approved drawings

WARRANTY: 6 mos.

If you need any additional information, don't hesitate to give us a call. Ebtech appreciates the opportunity to submit the above pricing. Please contact Ebtech Industrial for any of your modular office, modular buildings, mezzanine, and fabrication needs.

Regards,

Donald Travis, Managing Partner
UH Structures dba Ebtech Industrial
(M) 914-954-6647 /(O) 724-628-6100

Terms and Conditions:

This Quote is valid for thirty (30) days. Unless noted otherwise, all prices are FOB Factory, Connellsville, PA 15425. The Ebtech Industrial building components are shipped for field assembly. The quote does not include tax, freight, field assembly or building installation (mechanical or electrical), permits, engineering calculations, or state sealed drawings unless otherwise noted in inclusions above.

Ebtech Industrial is not responsible for compliance with applicable codes, ordinances, errors or omissions regardless of any submittals, specifications or drawings given by Buyer. It is Buyer's sole responsibility to determine and comply with all applicable codes, rules, regulations and ordinances. State sealed drawings may be available for an additional cost, if interested; please consult the Ebtech Industrial factory. This quote is governed by the EBTECH Industrial Terms/Conditions of Sale December 2010 and Customer specifically agrees to these terms.

Approvals constitute acceptance by customer subject only to Ebtechs' published warranties as set forth in Ebtechs' Terms and Conditions of Sale December 2010.

EBTECH INDUSTRIAL TERMS & CONDITIONS OF SALE

- 1. Governing Terms.** All sales of goods by EBTECH Industrial to Buyer shall be governed by these EBTECH Industrial Terms and Conditions of Sale ("EBTECH's Terms"), and Buyer's acceptance of any goods from EBTECH shall conclusively be deemed an assent to all of EBTECH's Terms in connection with the sale of such goods, and any order, purchase order, or other document of Buyer shall be disregarded. No oral promises or conditions not expressly set forth in EBTECH's Terms shall be binding upon EBTECH, and any prior negotiations between the parties are merged herein.
- 2. Warranty; Exclusions; Disclaimer.** THE ONLY WARRANTIES MADE BY EBTECH ARE THOSE EXPRESSLY SET FORTH ON EBTECH'S WEBSITE, www.ebtechindustrial.com, CLEARLY LABELED UNDER THE TERM "WARRANTY," AND WHICH WARRANTY EXPRESSLY STATES THAT IT APPLIES TO THE EXACT GOODS PURCHASED HEREUNDER. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SOLD GOODS WILL CONFORM WITH PREVIOUSLY PROVIDED SAMPLES.
- 3. Procedure for Warranty Claim.** Any warranty claim must be presented to EBTECH in writing in a timely manner and within the applicable warranty period, and the notification must describe in reasonable detail the alleged nonconformity. Upon confirmation by EBTECH that the goods or part thereof are nonconforming and are covered by the warranty, unless otherwise directed by EBTECH, Buyer shall, at its sole cost, risk, and expense, pack and ship the nonconforming good to EBTECH at its principal place or such other place
- 4. EBTECH shall designate.** EBTECH will repair or replace, at its sole option, any nonconforming goods covered by the warranty and for which the warranty procedures have been followed. If EBTECH elects to replace nonconforming goods, the nonconforming goods shall remain the sole property of EBTECH.

EBTECH retains the right to replace any original goods with repaired goods. EBTECH shall return to Buyer the repaired or replaced goods at the charge and risk of EBTECH.

- 5. Limitation of Remedy and Liability.** Buyer's sole and exclusive remedy against EBTECH, and EBTECH's sole liability to Buyer, including for any breach of warranty under Section 2, is limited to repair or replacement, at EBTECH's sole discretion, of nonconforming goods to the point of delivery within a reasonable period of time following the proper and timely rejection or notice of breach of warranty by Buyer, or if EBTECH deems such repair or replacement impractical or impossible, refund of the purchase price for such goods. Under no circumstances shall EBTECH be liable for Buyer's costs, lost profits, loss of good will, or any special, consequential, incidental, punitive, or other damages of any nature, whether arising out of breach of warranty, contract, negligence, or other tort, or otherwise, even if EBTECH has been advised of the possibility of such damages. THE PARTIES AGREE THAT THE ENTIRETY OF THIS SECTION 4 HAS BEEN NEGOTIATED BY THE PARTIES, IS REASONABLE, AND REPRESENTS THE PARTIES' WILLING ALLOCATION OF RISK. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE PRICES AND OTHER TERMS OF THE AGREEMENT OFFERED BY EBTECH FOR THE PRODUCTS WERE AND ARE CONDITIONED UPON THIS SECTION 4.
- 6. Inspection.** Buyer shall inspect all shipments of goods immediately upon arrival and shall notify EBTECH of any shortages, overages, or other nonconformities within five (5) days after arrival, which period of time the parties agree is a reasonable inspection period. Any nonconformities (including shortages or overages) not reported to EBTECH as and when required in this Section will be deemed waived and accepted by Buyer.
- 7. Title.** If this contract is an FOB origin or FAS sale, title and risk of loss shall pass to Buyer upon delivery of the goods to the carrier, any term or condition herein to the contrary notwithstanding. If this contract is a CIF or CFR sale, title shall pass to Buyer upon loading of goods on board carrier. If under the bill of lading the goods are delivered to EBTECH or EBTECH's order, or if EBTECH retains documents covering the goods,

such acts shall be deemed to be only for the purpose of securing performance by Buyer of its obligations. In the event of loss or damage in transit, Buyer shall nevertheless pay the full invoice price.

8. **Default.** If Buyer becomes insolvent, appoints a receiver for the benefit of creditors, voluntarily files or consents to the filing of a petition under any bankruptcy, reorganization or similar law or a petition under any bankruptcy, reorganization or similar law is filed against the Buyer and not dismissed within 90 days, or Buyer defaults under any agreement with, or terms of, EBTECH, EBTECH at its option may, with or without terminating any agreement with Buyer and without waiving any other remedies available to EBTECH: (a) declare all amounts due and to become due EBTECH from Buyer immediately due and payable, (b) stop all shipments in progress and future shipments under this agreement; (c) repossess and sell or otherwise dispose of any property of Buyer in which EBTECH has a security or ownership interest, or (d) treat any insolvency or default as a repudiation by Buyer of the entire order, recall the goods (if shipped), and hold Buyer liable for any damages, including, but not limited to, special, consequential, and incidental damages.
9. **Past Due Invoices.** EBTECH reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by EBTECH. Buyer agrees to pay a late charge on any past due invoice at the rate of the lesser of 1 1/2% per month or the highest rate allowed by law. Buyer grants to EBTECH a lien and security interest in the goods to secure payment of the purchase price, and agrees to execute any additional documents (including financing statements) deemed necessary or convenient by EBTECH to perfect EBTECH's security interest in the goods.
10. **Pricing Terms.** Prices on the goods are exclusive of all city, state, and federal sales, use, excise, value-added, or similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer, or in lieu thereof Buyer shall provide to EBTECH a tax exemption certificate acceptable to the appropriate taxing authorities. Unless otherwise agreed in writing, in addition to the purchase price for the goods, Buyer shall pay and be liable for all expenses incurred by EBTECH for shipping, insurance, storage, warehousing, import or export tariffs and duties, and all other charges in connection with delivering the goods to Buyer.
11. **Delivery; Failure to Take Delivery.** Shipping and delivery dates set forth in any purchase order are approximate; without limitation of the foregoing, shipments received within thirty (30) days after the specified shipment date shall be deemed timely delivery. EBTECH shall be entitled to make partial delivery of goods to Buyer. If Buyer fails to take delivery as and when scheduled, the goods shall be held at Buyer's sole risk of loss in all respects. Nevertheless, Buyer agrees that EBTECH may act as Buyer's agent and store, insure, or protect the goods for Buyer's account at Buyer's expense. In addition to its other remedies, EBTECH may resell all or any part of the goods undelivered under contract without notice at public or private sale and Buyer shall be liable to EBTECH for the difference between the resale price and the price at which Buyer agreed to buy the goods together with costs, expenses and incidental damages.
12. **Cancellation.** Except as otherwise provided herein, no order shall be cancelled except with the written consent of EBTECH. EBTECH may unilaterally cancel any order if it becomes aware of adverse credit information regarding Buyer.
13. **Insurance.** Buyer shall specifically insure the goods against "all risks," subject to normal exclusions, from the time that the risk of loss passes to Buyer, during transit, during unloading, and continuously thereafter until all amounts payable by Buyer are paid in full to EBTECH for no less than the total amount owing to EBTECH, with loss first payable to EBTECH, as its interests may appear. Evidence of such insurance satisfactory to EBTECH shall be submitted by Buyer prior to shipment or EBTECH may procure such insurance at Buyer's expense.
14. **Force Majeure.** EBTECH shall be free from any liability for delay or failure in delivery arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, **breakdown at EBTECH's facility,**



suspension of shipping facilities, a default of any carrier or any other contingency of whatever nature beyond EBTECH's control including disturbances existing at the time this contract was made. In such a situation, if shipment or delivery is not made during the period contracted for, Buyer shall accept delivery under this contract when shipment is made; provided, however, Buyer, shall not be obligated to accept delivery if shipment is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

15. **Governing Law and Arbitration.** (a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without reference to principles of conflicts of law. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. *Except where arbitration is prohibited by the law of (insert country), disputes between the parties arising out of this Agreement, or concerning any rights or the performance of any duties, responsibilities, or obligations created by this Agreement, shall be exclusively and solely resolved by arbitration, conducted in the English language in the city of, at the option of the party seeking arbitration, Pittsburgh, Pennsylvania, New York, New York, or Washington, D.C., by a sole arbitrator agreed to by the parties, or, in the absence of such agreement, by a panel of three (3) arbitrators selected pursuant to the then prevailing International Centre for Dispute Resolution ("ICDR") rules. Any such arbitration must be commenced no later than one (1) year after the date such controversy arose or the claim will be deemed waived. The award of the arbitrators shall be binding and judgment may be entered thereon in any court of competent jurisdiction. The parties hereto waive the right to a bench or jury trial, and agree their only recourse in the event of a dispute over the terms and conditions of this letter agreement shall be arbitration as set forth herein.* (b) Nothing in subparagraph (a) shall preclude EBTECH from utilizing the equitable jurisdiction of any court to enforce or protect its rights under this Agreement, or to join BUYER as a party in any litigation that is commenced by any third party. (c) Each Party hereby consents and submits to the jurisdiction of the courts of the United States for purposes of enforcement of any arbitral award entered in favor of the other Party. Each Party hereby irrevocably and unconditionally waives, relinquishes, forgoes, and disclaims any rights that it has or might have under the law of the United States or (insert country) to avoid or not be bound by the terms and provisions of this Agreement.
16. **Binding Effect; Waiver.** If any clause of these EBTECH's Terms is determined by any tribunal to be unenforceable, the clause shall be deleted, and the balance hereof shall be binding upon the parties. No waiver by either party of any term hereof shall affect such party's rights to enforce such term in a subsequent instance. No waiver shall be binding upon a party unless confirmed in writing by that party.