



Quotation # 18131-3

DATE: 07/06/2015

JOB NAME: Dockmaster Project

CONTACT: Karen Olson
Deputy Director
Port and Marine Services
City of Key West
O: 305-809-3803
KOlson@cityofkeywest-fl.gov

UH Structures, Inc. dba Ebtech Industrial
Tax Identification Number: 26-1396023
CAGE Code: 5J7W1
DUN Number: 80907650
GSA Contract Number: GS-07F-0647W, renewal date September 2015

DESCRIPTION:

CLIN 0001:

Dockmaster

The Dockmaster project consists of five 40' High Cube modular containers. It includes two separate buildings: The Dockmaster Building and the Transient Bathroom Facility. Both buildings will be stamped and approved by a Florida licensed P.E. The overall dimension of the buildings is 55' x 64' x 14'.

Dockmaster Building Elements

1. Structural

- Four (4) modular High Cube containers placed side by side and welded together to form the building
- The building is secured to pier installed by others
- The building will be secured together with container to container twist locks
- Structural angle will be install to provide structural support
- Majority of the interior corrugated skin of the containers inside the Dockmaster will be cut out and replace by structural support columns. Remaining corrugated skin will act as structural support.
- Interior walls are installed to create rooms, hallways and areas
- Building consists of a front entrance, a back entrance, a reception area, a copier area, a conference/break room, a storage room, three offices and one bathroom
- Ceiling made up of 2' x 4' acoustical grid drop ceiling with mineral fiber pads



- Wall system consists of a wood stud build with drywall sheets screws to studs
- The walls will have a paint finish
- The floor has an Armstrong VCT floor tile finish or equivalent
- 2. HVAC**
 - Two (2) 36,000 BTU mini split systems with four (4) 9,000 BTU handlers per system
- 3. Electrical**
 - Forty (40) 110V Duplex Receptacle installed 18" AFF
 - Six (6) 110V GFCI Duplex Receptacle installed 18" AFF
 - One (1) 110V exterior weatherproof lockable receptacle installed
 - Fifteen (15) CAT5E computer jacks with two drops installed 18" AFF
 - Two (2) 220V Single Receptacle installed 18" AFF
 - Thirteen (13) Troffer lighting install with drop ceiling
 - Three (3) Photocells installed to provide exterior lighting
 - One (1) circuit breaker box is inside the storage room
 - Circuit breaker box is 200 amp and consists of 20,30 and 70 amp breakers
 - One (1) Data Board
 - Two (2) three way switch installed
 - Ten (10) Single pole switch installed
 - One single pole switch install per area in the copier area, the front entrance and the conference room area.
 - Circuit will be bring up to the top of the container for possible further installation of electric signs
- 4. Doors and Windows**
 - Two (2) 3068 Hurricane Door
 - Exterior doors have storm rated glazing
 - Exterior doors have door sweep, threshold, door closer, weather strip, drip cap, deadbolt and lockset
 - Hurricane rated to 167 mph wind load, which is category 5 in Saffir-Simpson Hurricane Wind Scale
 - Six (6) 3068 Interior Door
 - All interior doors are glazed except for bathroom door
 - Interior doors have threshold, lockset
 - Two (2) 5' x 4' 2 sections Sliding Hurricane Windows
 - Four (4) 5' x 4' 2 sections Fixed Hurricane Windows
 - Four (4) 7.5' x 4' 2 sections Fixed Hurricane Windows
 - One (1) 3' x 4' Fixed Hurricane Windows
 - All hurricane windows have a minimum U factor of 0.43 and a SHGC factor of 0.18
- 5. Bathroom**
 - One (1) ceiling mounted 60 CFM exhaust fan
 - One (1) Toilet
 - One (1) 30" Vanity
 - One (1) mirror

- One (1) paper towel dispenser
- One (1) soap dispenser
- One (1) toilet paper dispenser
- Two (2) 36" grab bar on the side of the toilet
- One (1) 18" grab bar above the 36" grab bar to allow vertical movements
- One (1) Electric tank less water heaters provides for sinks

6. Accessories

- Wood Cabinet use for two reception desks and the upper and lower cabinets inside the conference room
- The lower cabinet inside the conference room has a sink and an opening for a refrigerator.
- Laminated Countertops are installed on top of the cabinets in the reception areas and the conference/break room
- The reception desks meets the requirements of ADA standard of no more than 36" in total height
- The reception desk by the door has a riser with an added total height to not exceed 36"
- The door facing reception desk has two open spaces for receptionists leg spaces
- The window facing reception desk has three open spaces for receptionists leg spaces
- Two (2) 18" shelving units are installed in the storage room
- One (1) 12" shelving unit installed in the copier area
- Four (4) Grommets provide for reception desks
- Seven (7) Smoke and Carbon Monoxide Alarm
- Three (3) Exit light with back up LED lighting
- Chairs and conference table are not included.

Transient Bathroom Facility Elements

1. Structural

- A modular container
- The building is secured to pier installed by others(See Installation proposal)
- The building will be secured together with container to container twist locks
- Structural angle will be installed to provide structural support
- Interior walls are installed to create rooms
- Building consists of three shower rooms, one ADA compliance shower room and a laundry room
- Wall and ceiling system consists of a wood stud build with plywood sheet screws to studs
- The floor for all bathroom are sloped for a drain to be installed
- The ceiling, floor and wall has a water resistant spray coating finish

2. Electrical

- Seven (7) 110V GFCI Duplex Receptacle install 18" AFF
- Two (2) 220V GFCI Single Receptacles

- One 110V exterior weatherproof lockable receptacle
- Designated receptacles are installed per washer and dryer
- Six (6) Surface mounted lighting installed
- Three (3) Photocells installed to provide exterior lighting
- One (1) disconnect switch install on the elevator side of the building
- Single pole switch install per room entrance
- Six (6) Electric tankless water heaters provides for sink, shower and washers.
- Nema 3 Enclosure per Electric tankless water installs
- One (1) wall mounted 140 CFM exhaust fan installed per shower room
- One (1) Washer and dryers system

3. Doors

- All exterior bathroom doors are hurricane rated to 167 mph wind load, which is category 5 in Saffir-Simpson Hurricane Wind Scale
- Exterior doors are 2870 steel door with vent for the non ADA compliance bathroom, 3070 steel door with vent for the ADA compliance bathroom
- Exterior doors have door sweep, threshold, door closer, gasket, drip cap and door lock
- Three (3) 2868 Hurricane Door
 - i. Exterior doors have storm rated louver
 - ii. Exterior doors have door sweep, threshold, door closer, weather strip, drip cap, deadbolt and push/pull handle
 - iii. Hurricane rated to 167 mph wind load, which is category 5 in Saffir-Simpson Hurricane Wind Scale
 - iv. Connected to Truportal Magnetic Access System for card reader
- One (1) 3068 Hurricane Door
 - i. Exterior doors have storm rated louver
 - ii. Exterior doors have door sweep, threshold, door closer, weather strip, drip cap, deadbolt and push/pull handle
 - iii. Hurricane rated to 167 mph wind load, which is category 5 in Saffir-Simpson Hurricane Wind Scale
 - iv. Connected to Truportal Magnetic Access System for card reader
- Two (2) Storm panels for 6070 opening for laundry room

4. Non ADA compliance bathroom

- One (1) stainless steel cloth hook install per bathroom
- One (1) Bradley Omnideck LD3010-HS-TR1 install per bathroom or equivalent
- One (1) Soap Dispenser install per bathroom
- One (1) mirror install per bathroom
- One (1) paper towel dispenser
- One (1) toilet paper dispenser

- One (1) set of Kohler K-T309-4M, K2971-KS and K-T313-4M install for per shower(shower head and its accessories)
- Bradley floor to ceiling mounted toilet partition installed per bathroom for shower
- One (1) Velux Sun Tunnel installed per bathroom

5. ADA compliance bathroom

- 5' of turning space for ADA compliance
- One (1) stainless steel cloth hook install per bathroom
- One (1) Bradley Omnideck LD3010-HS-TR1 install per bathroom or equivalent
- One (1) Soap Dispenser install per bathroom
- One (1) mirror install per bathroom
- One (1) paper towel dispenser
- One (1) toilet paper dispenser
- One (1) set of Kohler K-T309-4M, K2971-KS and K-T313-4M install for per shower(shower head and its accessories)
- One (1) Acorn Left hand stainless steel holding shower seat
- Two (2) 36" grab bar on the side of the toilet
- One (1) 18" grab bar above the 36" grab bar to allow easier vertical movement
- One (1) 24" x 36" Two Wall Grab Bar
- Bradley floor to ceiling mounted toilet partition installed per bathroom for shower
- One (1) Velux Sun Tunnel installed per bathroom

6. Laundry Room

- One 18" counter mounted 30" AFF
- 5' of turning space for ADA compliance
- Two (2) Velux Sun Tunnel installed

Arch Roofs and Canopy Elements

1. Structural

- Dockmaster building and Transient Bathroom Facility consists of one arch roof and three canopies.
- The arch roof is install on top of the Dockmaster building full length and width
- The arch roof has a height of roughly 4'
- First canopy is install by the back entrance to cover the entrance
- Second canopy is install from the side of the Dockmaster building until the Transient Bathroom Facility building
- Third canopy is install full width along the front of the Transient Bathroom Facility
- The ends of the arch have a wall
- Louver system for mini split condenser unit
- Gutter and downspout or similar system to be install as appropriate



High Tower Wheelchair Lift Elements

1. Elements

- 72” Lifting Height
- 750 lbs. Maximum Capacity
- 42” Solid Handrail
- Solid Platform
- No Toe Plate
- Emergency Bell & Light Package
- Lift Door
- 24 Volt DC Power Unit

Please see Attachment A & B for Details on items in each building

PRICE:

<i>CLIN</i>	<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Cost</i>	<i>Total</i>
0001	Building	Dockmaster Building	1	\$ 391,787.38	\$ 391,787.38
0002	Shipping	FOB: Connellsville, PA: Dockmaster Building	1	\$ 15,000	\$ 15,000
0003	Building	Transient Bathroom Facility	1	\$ 180,070.41	\$ 180,070.41
0004	Shipping	FOB: Connellsville, PA: Transient Bathroom Facility	1	\$ 3,000	\$ 3,000
Total					\$ 589,857.79

EXCLUSIONS:

- Sales tax
- Applicable Permits
- Foundation
- Site Preparation

PAYMENT TERMS: 40% with order, 30% before shipment, balance 30 days

DELIVERY: 16-18 weeks from receipt of approved drawings

DESTINATION: Key West, FL

WARRANTY: 1 year on manufactured building
Manufacturer's warranty on all buyout items

DESIGN NOTES:



ATTACHMENTS:

<u>Attachment</u>	<u>Document</u>	<u>Description</u>
Attachment A	18131-3 Dockmaster – Dockmaster Building – Item Description	Item descriptions and details of dockmaster buildings
Attachment B	18131-3 Dockmaster – Transient Bathroom Facility – Item Description	Item descriptions and details of transient bathroom facility

If you need any additional information, don't hesitate to give me a call or send me an email. 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,

James Ng

James Ng
Engineer
UH Structures, Inc. dba
Ebtech Industrial Building Solutions
Jng@ebtechindustrial.com



Terms and Conditions:

This Quote is valid for sixty (60) 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. Ebtech Industrial does not “prepay and add” freight charges.

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.

Approvals constitute acceptance by customer subject only to Ebtech’s published warranties as set forth in Ebtech Industrial Building Solutions Terms and Conditions of Sale December 2010.

Freight Disclaimer:

- Ebtech Industrial Building Solutions generally does not markup freight costs. We work with carriers in the hope of better servicing our customers and their needs. This work is done on a best efforts basis. We are not in the freight business.
- Freight estimates are based on the information provided. (Exact sizes, weights and number of units is not known until the order is packaged for shipment) If actual consignment details differ, it will be charged accordingly.
- The freight estimate represents tariff information in effect when this estimate was created. Actual prices for services will be based on weight, class and the applicable tariff at the time of shipment.
- LTL (less than truckload) shipments may be subject to a density minimum charge (DMC) depending on the shipment’s effective occupancy.
- Ebtech Industrial Building Solutions will not be responsible for freight damage caused by the carrier. Any and all claims will be filed by the receiver. **Do Not sign for freight** that shows any signs of mishandling or damage by the carrier without notifying Ebtech Industrial Building Solutions.



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 ½% 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.