



**Az Auctioneers**

**November 10, 2015**

Quote: 18713

**Attn: George Cunningham**

**Re: Furnace Removal - Auction Pricing**

Omega Morgan Rigging - OR Inc., (aka Morgan Industrial, Inc.), a part of the Omega Morgan Group, proposes to complete the following scope of work:

### **SCOPE OF WORK**

Mobilize crew and equipment to GTAT - Mesa, AZ

Remove furnaces sold in auction as below:

Tier 1 & 2 Furnaces:

Option 1: Load-out furnace from MOD5 to standard dry van or flatbed (driver secures)

Option 2: Finish fully crating furnace from MOD5. Load and secure into either sea container (including blocking and bracing), or standard dry van or flatbed (driver secures)

Tier 3 Furnaces:

Option 1: Remove furnace from mezzanine and match to crated hot zone. Load onto standard dry van or flatbed (driver secures)

Option 2: Remove furnace from mezzanine and match to crated hot zone. Crate furnace with modified crating. Load and secure on standard dry van or flatbed (driver secures)

Option 3: Remove furnace from mezzanine and match to crated hot zone. Fully crate. Load and secure into either sea container (including blocking and bracing), or standard dry van or flatbed (driver secures)

\*Cleaning will be a separate price for a case-by-case scenario

• Tier 1 & 2 Furnace: Option 1	<b>\$805.63</b>
• Tier 1 & 2 Furnace: Option 2	<b>\$2,740.69</b>
• Tier 3 Furnace: Option 1	<b>\$2,285.48</b>
• Tier 3 Furnace: Option 2	<b>\$5,253.42</b>
• Tier 3 Furnace: Option 3	<b>\$7,301.86</b>
• Cleaning	<b>\$780.00</b>

### **JOB SPECIFIC CLARIFICATIONS**

- Pricing is a "per furnace price" based on a minimum lot purchased of 20 furnaces removed. Multiple lot purchases have ability for adjusted pricing
- All electrical and mechanical make-safe to be done by others prior to OM commencing furnace removal work
- All inspections and sign-offs, including all necessary shipping documents to be provided by others prior to load-out from facility; delays will be billed at applicable rates
- Omega Morgan is not responsible for providing transportation or scheduling of transportation on-site
- Delays caused by outside trucking will be billed at applicable rates
- Omega Morgan needs to be involved in the schedule of disassembly to correlate with the transportation schedule
- Omega Morgan will not assume liability for any damages once the equipment has been released from our care, custody and control.
- Once OM begins work on furnace disassembly, price is based on a continuous schedule with no interruptions
- Full payment (per option) required before commencing any work related to furnace disassembly
- Price is based on a (2) week lead time required for crating material
- Omega Morgan is not responsible for direct or indirect damages caused by fires, strikes, adverse weather conditions, labor disputes, material procurement difficulties, government regulations (including permitting), accidents, transportation delays or any other beyond our control and will be billed at standard time and material rates.delay
- OM is not liable for furnaces not moved out by 30-Dec 2015 for reasons outside of our control
- Due to no documentation regarding operating status of furnaces, Omega Morgan is not responsible for working conditions of furnaces

### **STANDARD CLARIFICATIONS**

- If we have not performed accuracy tests, established baselines or witnessed this machine in operation, we cannot guarantee

tolerances, functionality or accuracy after reinstallation.

- Acceptance of this quotation, indicates customer's acceptance of our standard terms and conditions, found on our website at <http://www.omegamorgan.com>
- Price is limited to the scope of work detailed above and equipment availability. Quote is valid for 30 days, unless otherwise specified.
- Omega Morgan is not responsible for direct or indirect damages caused by fires, strikes, adverse weather conditions, labor disputes, material procurement difficulties, government regulations (including permitting), accidents, transportation delays or any other delay beyond our control and will be billed at standard time and material rates.
- Prices are subject to customer providing access, ample room and suitable ground conditions to perform the work. Access shall include removal of any obstacles and/or utilities as required; time spent to clear the work area or gain access will constitute additional labor and material charges.
- Price is limited to working straight-time hours only, based on trade labor performing the work. Weekends, holidays and overtime work will be billed at applicable time and material rates.
- Price is based on the weights, dimensions and specific drawings provided by the customer.
- All surfaces over which Omega Morgan equipment must pass, either loaded or unloaded, must accommodate our equipment including load weight. Customer accepts responsibility for verifying load-bearing capacity. Any damage to surfaces, sub-surfaces or utilities due to a failure to accommodate weights of Omega Morgan equipment shall be customer's responsibility.
- Others will provide any necessary civil work, security, site clearance and badging and equipment layout plan.
- Unless otherwise noted, others will provide all electrical and mechanical work, process, architectural and plumbing work, handling of all fluids and/or hazardous materials, all foundation work, anchoring, leveling, alignment and associated hardware.
- Others will provide job or site-specific training. Testing or badging cost and time is not included in this quote; time spent training, testing or badging will be billed at standard time and material rates.
- Unless otherwise noted, engineering, calculations, drawings, submittals, 3rd party inspections and permits (if required) have not been included in this proposal.
- All federal, state or municipal taxes or license fees are extra and chargeable to customer.
- Omega Morgan will not assume liability for any damages once the cargo has been released from our care, custody and control.
- Facility or site improvements to facilitate our work, including shoring or plating, both temporary and permanent, have not been included in this quote. Others will provide temporary sanitary facilities, if needed.
- Unless specifically noted, we have included a single mobilization to complete the scope of work. Additional mobilizations will be charged at our time and materials rates.
- This price based on 0% retention and agreement to meet Omega Morgan payment terms. Omega Morgan does not accept "pay when paid" terms, payment retention or other modifications of our standard terms.

Thank you for the opportunity to quote on your requirements. We look forward to working with you on this project. Please do not hesitate to contact us with any questions, comments or concerns.

Sincerely,

Devin Walker

**TERMS & CONDITIONS**

Payment upon any invoice shall be due within thirty (30) days of the date of the invoice. Late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month. In the event collection efforts become necessary, customer shall pay contractor's costs of collection, including attorneys' fees, collection agency charges, and other similar expenses.

Customer understands and agrees that this proposal is supplemented by Contractor's Standard Terms and Conditions which by this reference are incorporated herein. Customer's signature below signifies that Customer has read Contractor's Standard Terms and Conditions, agrees to be bound thereby, and acknowledges that together, this proposal and the Standard Terms and Conditions form a binding contract. Contractor's Standard Terms and Conditions can be accessed at [www.omegamorgan.com](http://www.omegamorgan.com).

**Acceptance**

Authorized by: \_\_\_\_\_  
(Signature)

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_