



ROMTEC

Preliminary Scope of Supply and Services
Building Supply and Installation

Project: Midway Park
Location: Decatur, GA
Date: 4/21/2022



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the **Midway Park Building** as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following assumptions and contingencies. Any changes to or failure to confirm these items that affects Romtec's material supply, installation work and schedule, or any other aspect of the project would, at a minimum, qualify for the use of designated contingency funds. Depending on the severity of the change, negotiation of a contract change order could also be required.

1. **Building Construction Timeline.** Romtec's estimated installation time is 2-3 months, with final delivery/mobilization to be coordinated around NH Scott Pool Renovations, Lithonia Pool Renovations, and Exchange Park Projects. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by 10/1/2022. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than 5/20/2022
 - b. Any relevant Romtec submittal document(s) approved no later than 7/5/2022
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than 8/19/2022
 - d. Project 100% ready for Romtec site delivery/mobilization no later than 10/1/2022
 - e. Final Delivery/Mobilization date TBD.

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes and are contingent upon the availability of Romtec's installation crews.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Romtec's proposal is based on the relevant authority at DeKalb County and/or the State of Georgia confirming that the entirety of Romtec's scope of installation work is confirmed to qualify for a Specialty Contractor exemption from state licensing requirements per the terms of O.C.G.A. § 43-41-17 and/or any other relevant state or local code or statute.
4. Any changes to the building design or material supply caused or required by others (not Romtec) or outside of Romtec's control that occur after execution of the purchase order are grounds for a change order and/or use of contingency funds. This includes any changes required by the permitting authority who reviews and approves the building plans.

5. It is Romtec's understanding that an official geotechnical report for the building site is forthcoming. Any required design or material supply changes stemming from the findings of the geotechnical report are grounds for a change order and/or use of contingency funds.
6. Onsite work hours are Monday through Saturday 7:00am – 7:00pm.
7. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or relevant authority must inspect and confirm the completed installation within a reasonable time.
8. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
9. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage not required
 2. Compliance with Davis Bacon Act not required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of smooth-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **gray**.
 - c. Exterior smooth-face CMU block shall be painted with Sherwin Williams, **Keystone Gray**.
2. Exterior finish in gable ends shall be fiber cement board and batten siding.
3. Interior wall finish shall be latex epoxy paint in Sherwin Williams, **Agreeable Grey**.
4. Interior floor finish will be sealed concrete.
5. Sanitary tile cove base on interior walls in **White**.
6. Doors, frames and hardware.
 - a. Special-Lite FRP doors and frames in the color **black**.
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Doors to have stainless steel kick plates.
 - e. Pull handles and deadbolt locks.
7. Heavy duty, roll-up utility door in the **Gray** color.
8. Roofing materials
 - a. Pre-engineered wood truss roof system.
 - b. Rough tex plywood ceiling finish.
 - c. All overhangs to have enclosed soffits finished with hardie panels.
 - i. Eaves to have vented soffits and the gable/peak are non-vented.
 - d. Gutters and downspouts.
 - e. Roofing shall be Fabral, 26-gauge, Horizon 16 standing seam roof panels.

*Note: Roofing color shall be selected by the **owner** from the manufacturer's standard color chart.*

9. Roof top deck to be single-slope roof with steel support columns, glulam beams and 2x6 tongue and groove decking.
10. Second story decking to be steel grate decking.
 - a. Pre-fabricated steel stair stringer, stair traction treads and risers.
 - b. Pre-fabricated steel railing around deck.
 - c. All steel components are powder coated **black** with undercoating.

2. Plumbing Fixtures and Accessories

The following fixtures will be supplied by Romtec:

1. Floor mount, top supply, china toilet with manual lever chrome flush valve.
2. Wall mount, china sink with lever handle faucets.
3. Hose bib located in the restroom.

3. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall cylinder, LED downlight fixtures.
 - b. Controlled by wall switch.
2. Interior lighting
 - a. 48" ceiling mount LED light fixtures.
 - b. Controlled by wall switch.
3. Exterior electrical outlets in upper deck area.
4. Mechanical exhaust package with inline fans.
5. Wall mount, Xlerator hand dryer.
6. Main breaker panel sized for the building components.
 - a. 200 amp, single-phase, indoor.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
- ii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iv. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile (if applicable)
 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 1. Installation of drain and vent lines

2. Installation of water lines
3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 1. Installation of plumbing fixtures
 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. Soil Disposal

Romtec is not disposing of any soils from the site.

3. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Restroom Accessories

1. Accessories

Mirror, toilet paper dispenser and soap dispenser are supplied and installed by the **Owner**.

3. Utilities (All Structures)

1. Site Utilities

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. Electrical Transformers

Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must

be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of the electrical junction box associated with the Romtec building(s). The junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

4. **Site Concrete and Landscaping (All Structures)**

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

5. **General Exceptions/Exclusions**

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
 1. All Permits related to construction and installation of Romtec Building
 2. Bonding (unless otherwise stated)
 3. Storm water and/or pollution prevention plans
 4. Erosion control plans
 5. Site specific safety plans
 6. Site specific protection plans
 7. Tree protection plans
 8. Site preparation per geotechnical report
 9. Backfill required for all structures
 10. Licensees except for the City Business License
 11. Special inspection services
 12. Rock excavation
 13. Demolition of existing structures
 14. Removal of excavated materials
 15. Site grading or asphalt paving
 16. Masonry pavers
 17. Booster pumps &/or pressure reducing valves
 18. Backflow check valves
 19. Fire alarm & fire suppression equipment
 20. Irrigation Equipment
 21. Lighting equipment not attached to the building
 22. Electrical transformer(s)
 23. Electrical junction box(es)
 24. Landscaping
 25. Plumbing freeze protection
 26. Site plans
 27. Sidewalks
 28. Construction mock-ups
 29. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

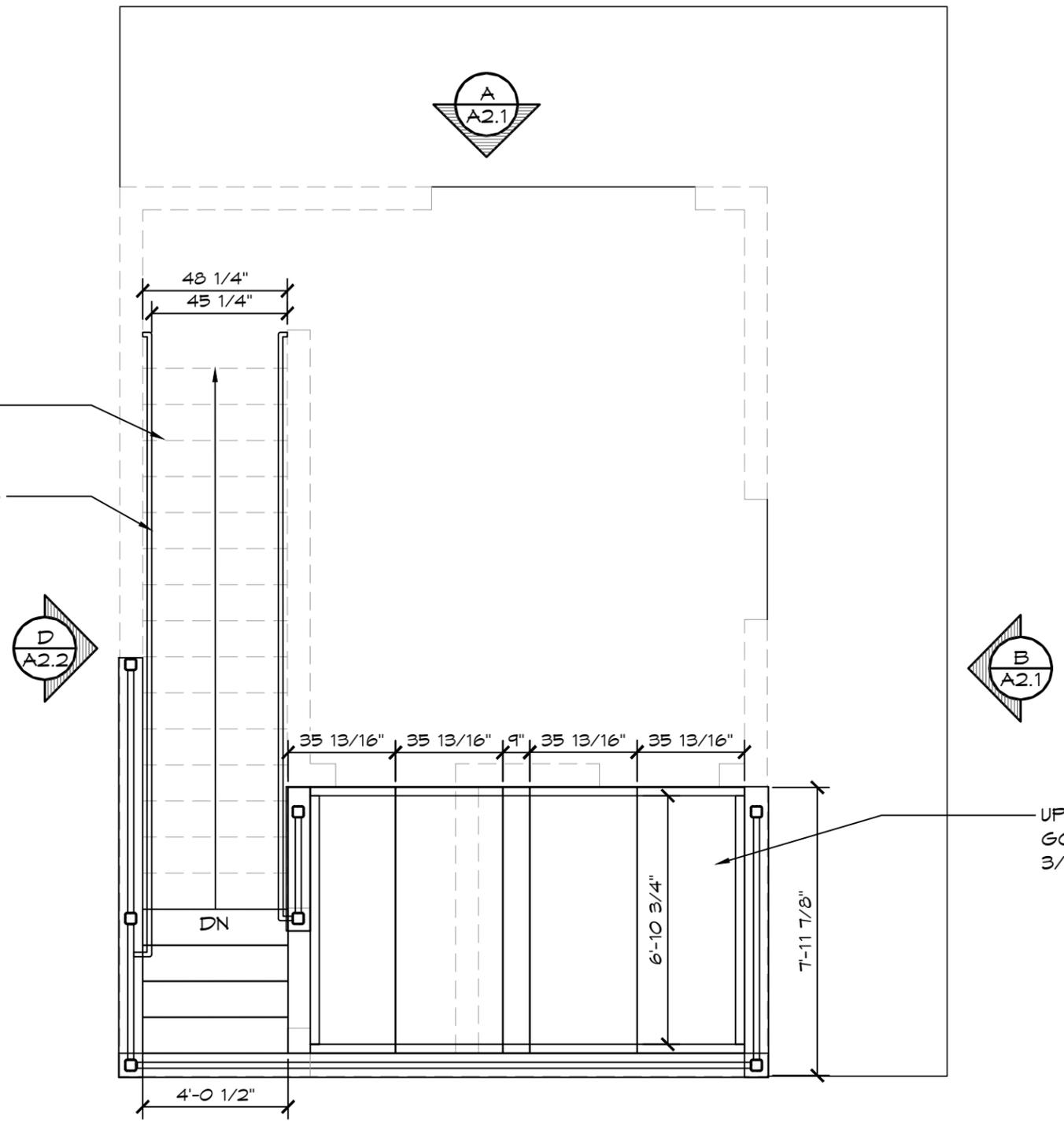
1. Romtec guarantees that the building will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of the completed building kit is delayed for any reason, the materials warranty begins on the date that the building kit was ready to deliver.
2. Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for completion of installation. In this case, the 1-year warranty will begin on the installation completion date.
3. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.
4. Romtec passes along individual product manufacturers' warranties to the customer and/or end owner. Some of these individual products may include warranty terms that vary from the Romtec warranty and may be shorter or longer than the overall building package warranty. For example, metal roofing includes special warranty terms noted in the disclaimers below.

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

NOTE: INSTALLER TO REFER TO MANUFACTURE'S PARTITION DRAWINGS FOR EXACT INSTALLATION REQUIREMENTS

STAIRWAY- 12" TRACTION TREADS, STEEL RISER & METAL STAIR STRINGER, TYP.
METAL HAND RAIL, TYP. (BOTH SIDES)



UPPER DECK (BAR GRATING GCM-1-150- CARBON STEEL 2" X 3/16") & METAL DECK RAILING, TYP.

1 UPPER FLOOR PLAN
SCALE: 1/4" = 1'-0"

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PROJECT: CUSTOM BUILDING W/ UPPER DECK
MIDWAY PARK
DECATUR, GEORGIA
SHEET TITLE: FLOOR PLAN

PLAN SET# MID01
DATE: 03/07/2022

REV.	DATE	BY

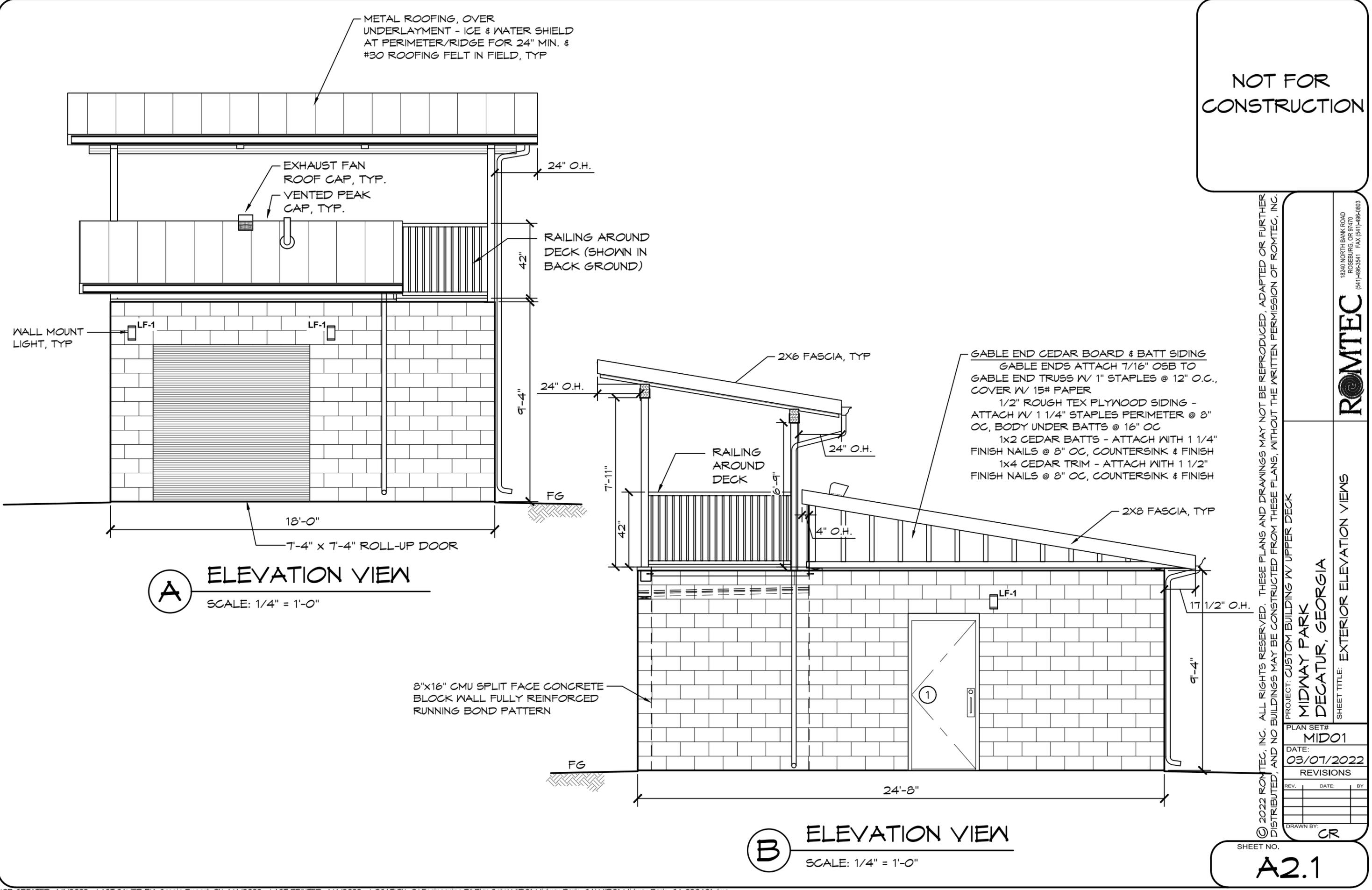
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SHEET NO. **A1.2**

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PROJECT: CUSTOM BUILDING W/ UPPER DECK
MIDWAY PARK
DECATUR, GEORGIA

PLAN SET# MID01
DATE: 03/07/2022

REV.	DATE	BY

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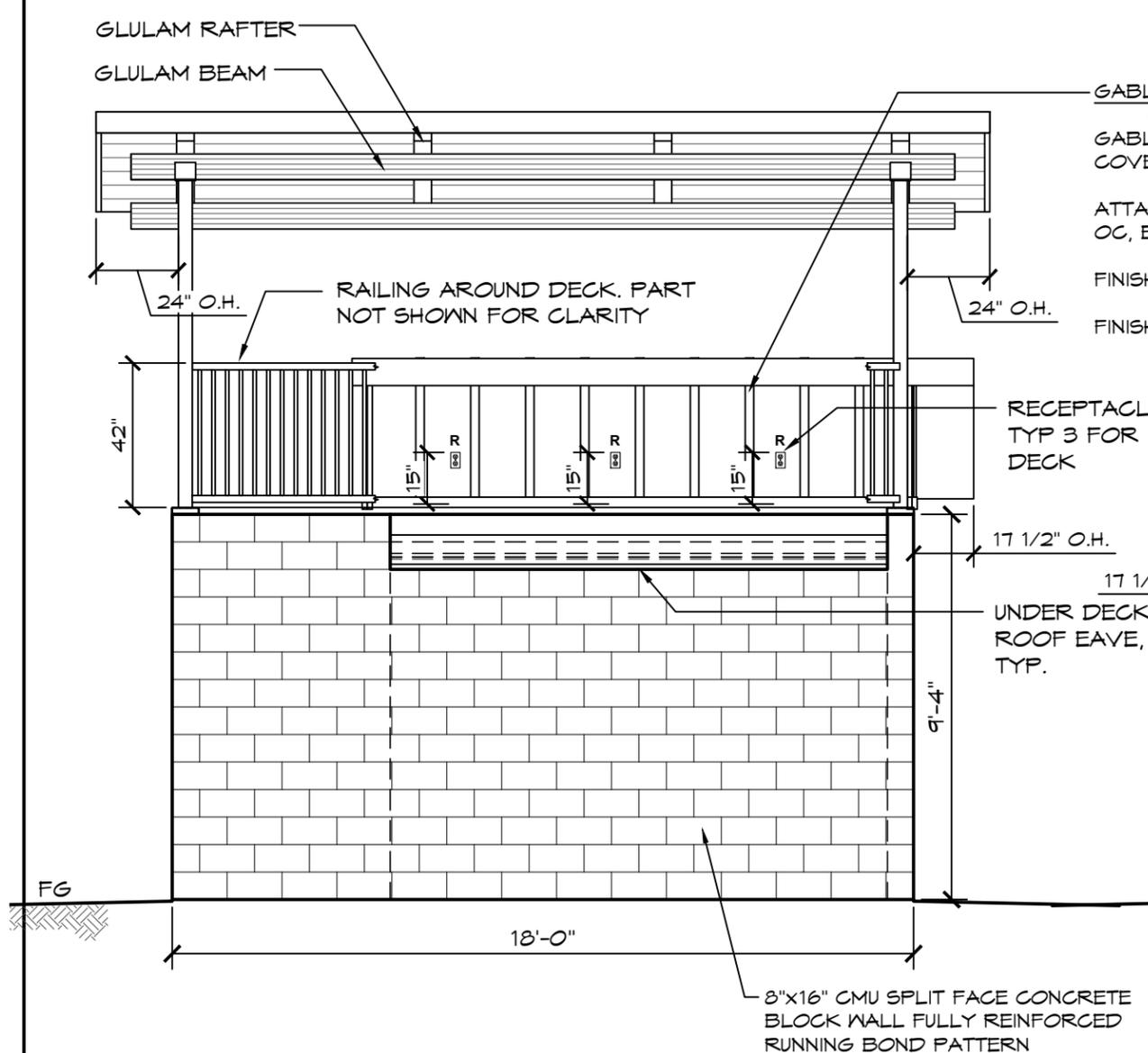
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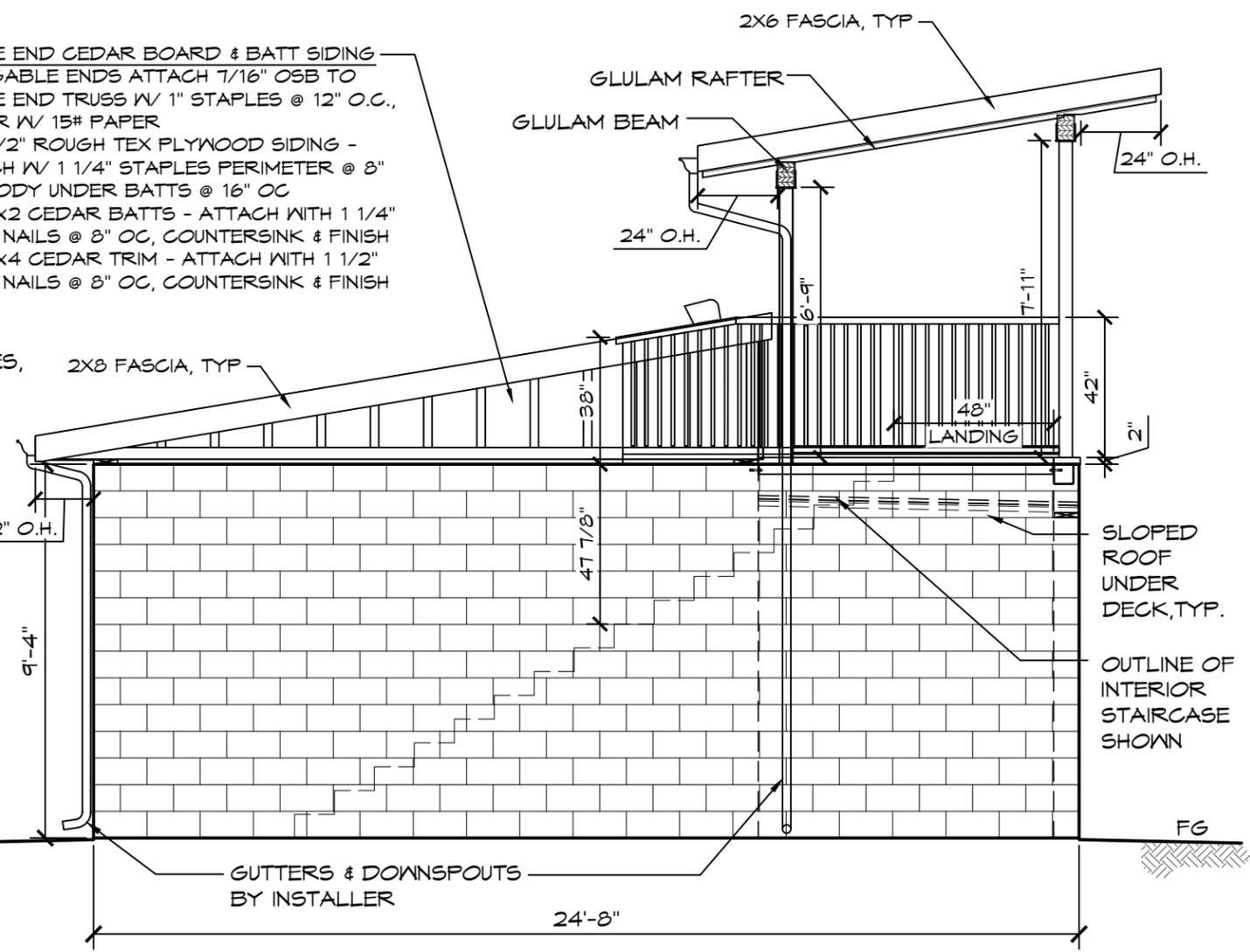
EXTERIOR ELEVATION VIEWS

SHEET NO. A2.1

NOT FOR
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C ELEVATION VIEW
SCALE: 1/4" = 1'-0"



D ELEVATION VIEW
SCALE: 1/4" = 1'-0"

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PROJECT: CUSTOM BUILDING W/ UPPER DECK
MIDWAY PARK
DECATUR, GEORGIA

PLAN SET# MID01
DATE: 03/07/2022

REV.	DATE	BY

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SHEET TITLE: EXTERIOR ELEVATION VIEWS

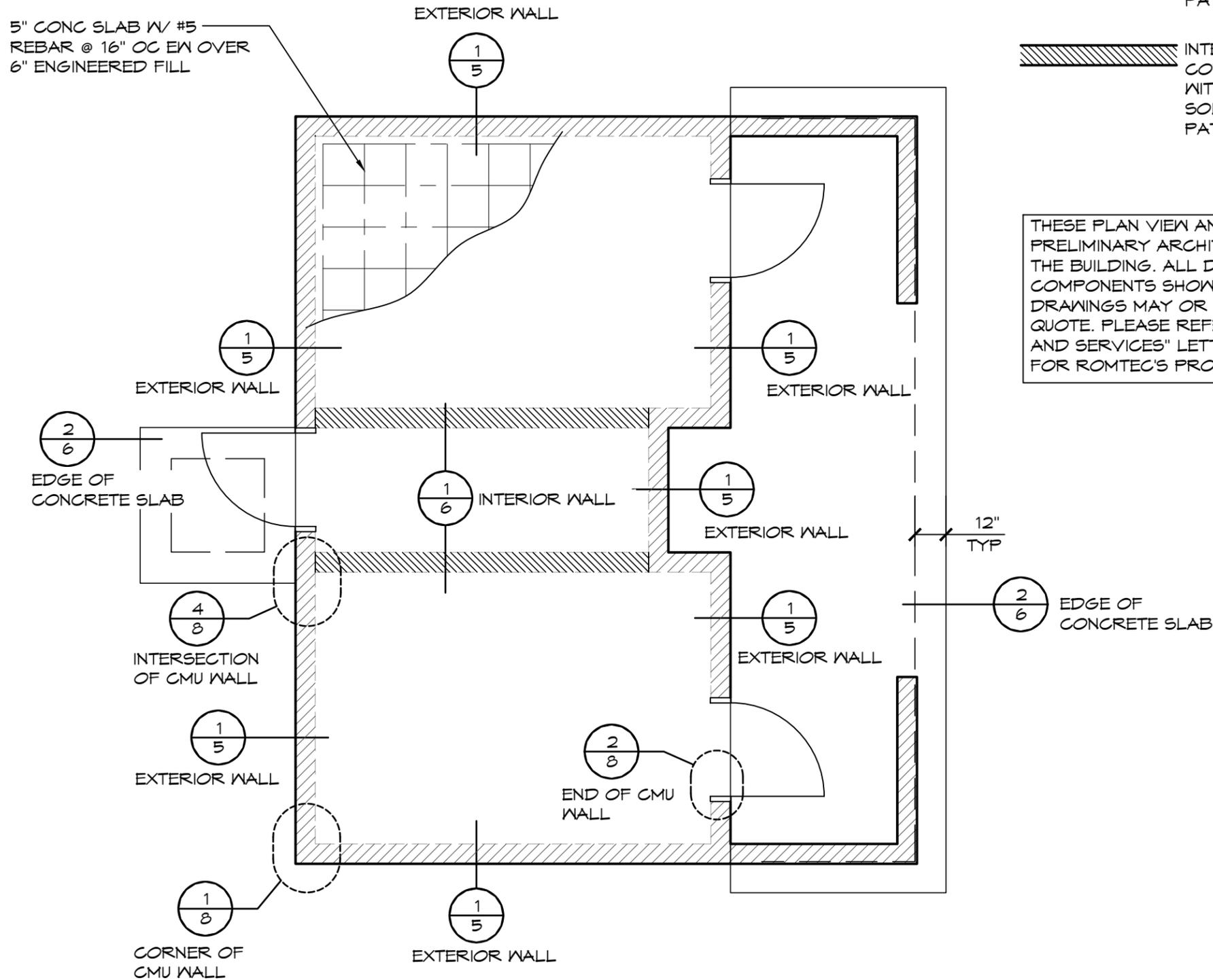
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A2.2

WALL TYPE SCHEDULE

 EXTERIOR WALL - 8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

 INTERIOR WALL - 8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



1 **EXAMPLE FOUNDATION**
SCALE: 1/4" = 1'-0"

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PROJECT:	SIERRA
PROJECT#:	1687
MODEL#:	SIERRA
DATE:	01/12/22
REVISIONS	
REV.	DATE: BY
DRAWN BY:	CR

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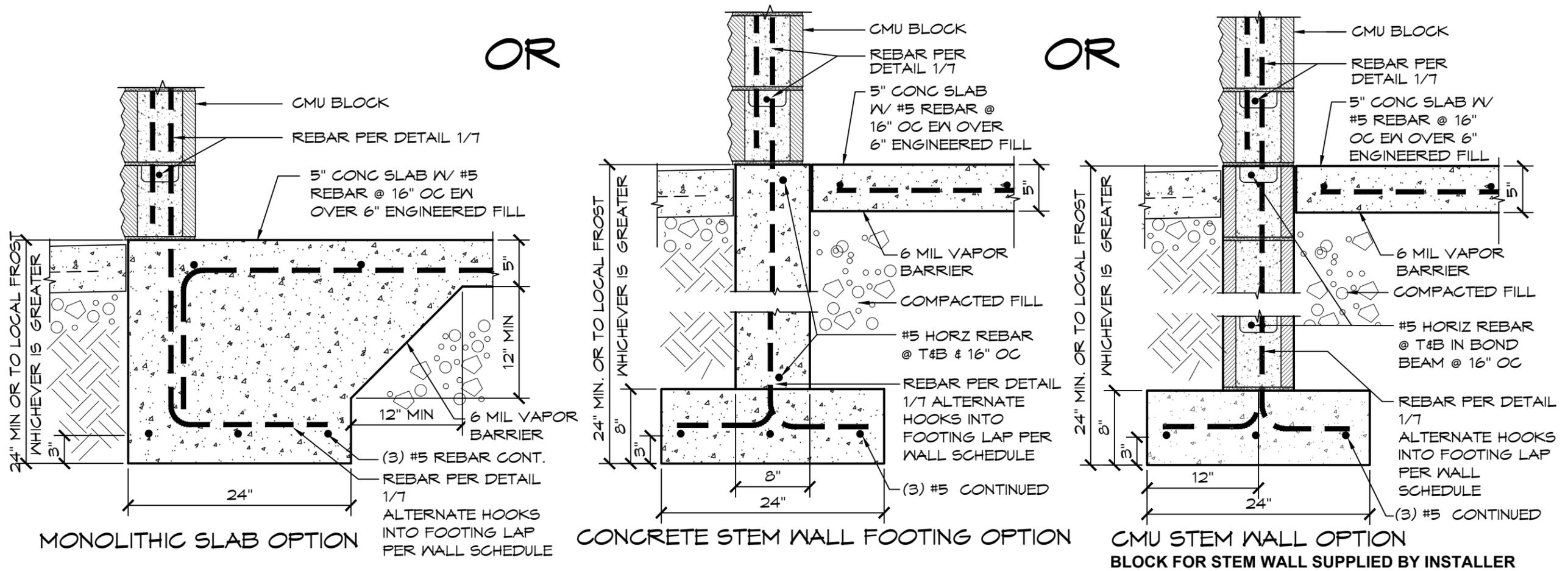
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PRELIMINARY

PROJECT: SIERRA
POND & COMPANY
MIDWAY PARK
DECATUR, GEORGIA
SHEET TITLE: EXAMPLE FOUNDATION

EXTERIOR WALL FOUNDATIONS - CHOOSE ONE OF THE FOLLOWING

SEE FLOOR PLAN FOR EXTERIOR WALL LOCATIONS, SHEET 4



EXTERIOR WALL FOUNDATION DETAIL OPTIONS

SCALE: 1" = 1'-0"

1

GENERAL NOTES:

- * WHEN USING EITHER STEM WALL OPTION RECESS STEM WALL THE THICKNESS OF SLAB AT DOOR THRESHOLD
- * PRIVACY WALLS SHALL HAVE A 30" WIDE x 12" DEEP FOOTING
- * CMU STEM WALL OPTION, CMU BLOCK IS BY INSTALLER
- * VERTICAL REBAR IN SLAB/STEM WALL TO MATCH VERTICAL WALL REINFORCEMENT LAP PER WALL SCHEDULE

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PROJECT#:	1687
MODEL#:	SIERRA
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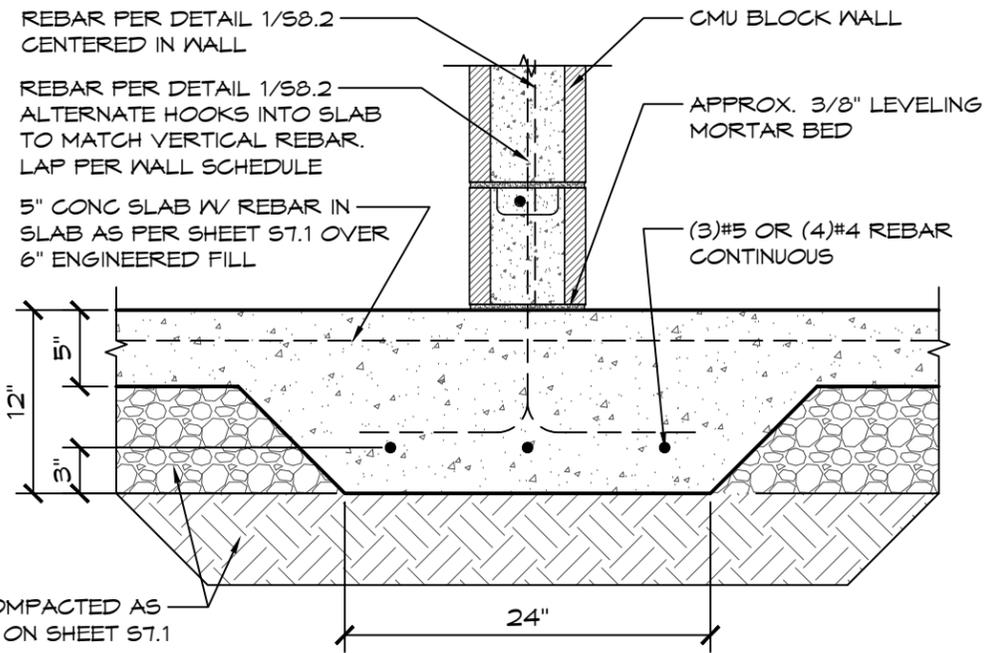
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ROMTEC

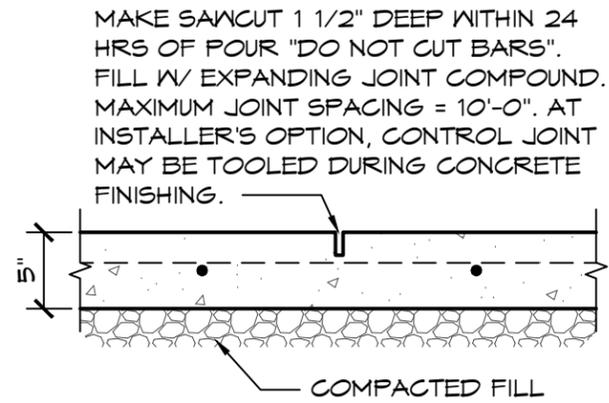
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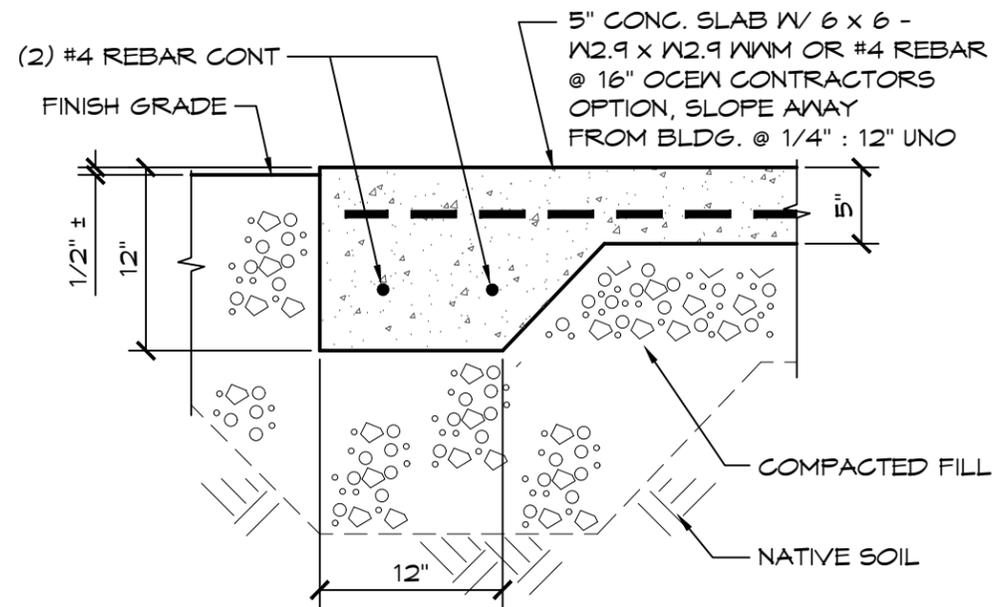
SHEET TITLE: FOUNDATION OPTIONS



1 THICKENED SLAB AT INTERIOR WALL
SCALE: 1" = 1'-0"



3 SAWCUT JOINT
SCALE: 1" = 1'-0"



2 EDGE OF CONC. WALKWAY
SCALE: 1" = 1'-0"

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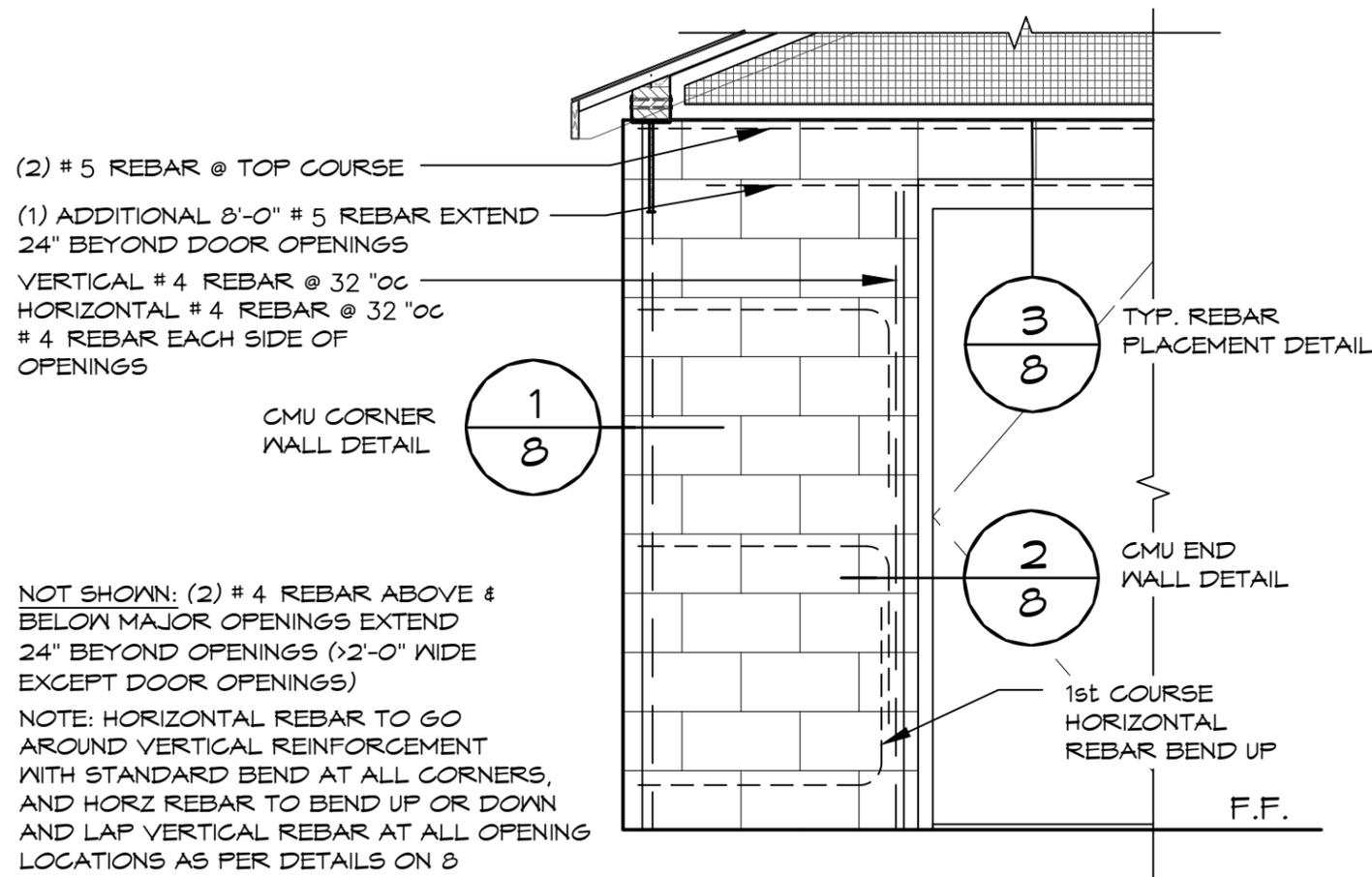
PROJECT:	SIERRA
PROJECT#:	1687
MODEL#:	SIERRA
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SHEET TITLE: FOUNDATION DETAILS



(2) #5 REBAR @ TOP COURSE
 (1) ADDITIONAL 8'-0" #5 REBAR EXTEND
 24" BEYOND DOOR OPENINGS
 VERTICAL #4 REBAR @ 32" OC
 HORIZONTAL #4 REBAR @ 32" OC
 #4 REBAR EACH SIDE OF
 OPENINGS

CMU CORNER
 WALL DETAIL

NOT SHOWN: (2) #4 REBAR ABOVE &
 BELOW MAJOR OPENINGS EXTEND
 24" BEYOND OPENINGS (>2'-0" WIDE
 EXCEPT DOOR OPENINGS)
 NOTE: HORIZONTAL REBAR TO GO
 AROUND VERTICAL REINFORCEMENT
 WITH STANDARD BEND AT ALL CORNERS,
 AND HORIZ REBAR TO BEND UP OR DOWN
 AND LAP VERTICAL REBAR AT ALL OPENING
 LOCATIONS AS PER DETAILS ON 8

1 CMU REBAR LAYOUT DETAIL
 SCALE: 1/2" = 1'-0"

CMU REBAR SCHEDULE		
REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

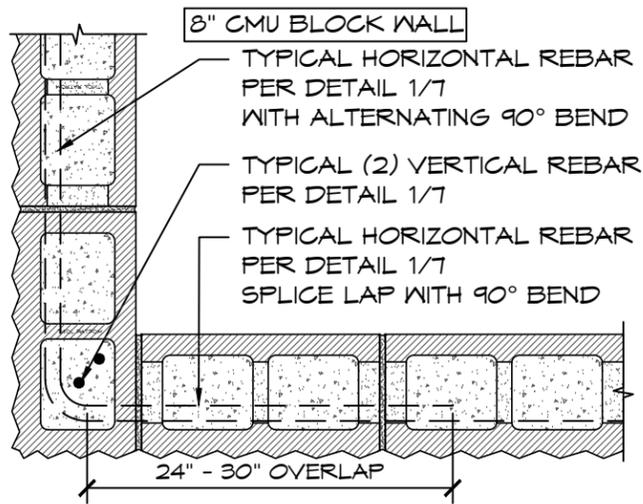
CMU REBAR NOTES:
 - BENDS: MIN. INSIDE BEND DIAMETER
 SHALL BE NOT LESS THAN 6d AS PER
 TMS 402-16 SECTION 6.1.8.2
 - SPLICES: LAP SPLICES ARE PERMITTED
 AS PER TMS 402-16 SECTION 6.1.6.1.1

PIPES INSTALLED THROUGH CMU WALL NOTES:
 - SUPPLY: THE FIXTURE SUPPLY LINE SHOULD
 BE BORED A 1/2" LARGER THAN REQUIRED
 LINE SIZE AND THE PORTION OF PIPE LOCATED
 IN CMU WALL SHALL BE WRAPPED WITH 10MIL
 BLACK TAPE
 - WASTE PIPE: THE FIXTURE WASTE LINE
 SHOULD BE BORED A 1/2" LARGER THAN
 REQUIRED LINE SIZE.

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 PROJECT: SIERRA

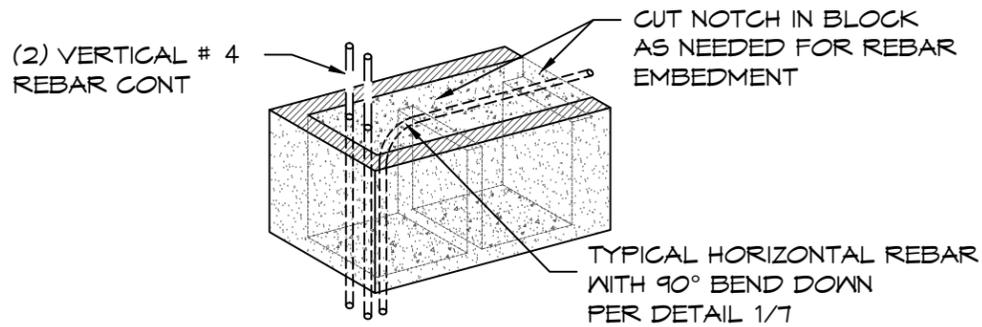
POND & COMPANY MIDWAY PARK DECATUR, GEORGIA		
PROJECT#:	1687	
MODEL#:	SIERRA	
DATE:	01/12/22	
REVISIONS		
REV.	DATE:	BY
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SHEET NO. 7		

SHEET TITLE: STRUCTURAL WALL DETAILS



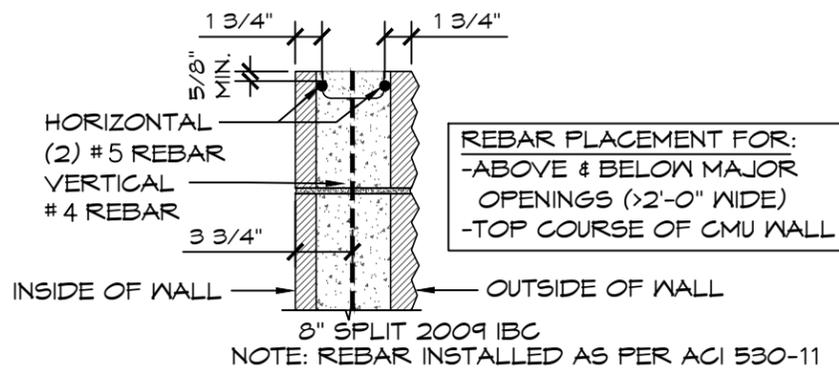
**1 MORTAR JOINT
CMU CORNER DETAIL**

SCALE: 1" = 1'-0"



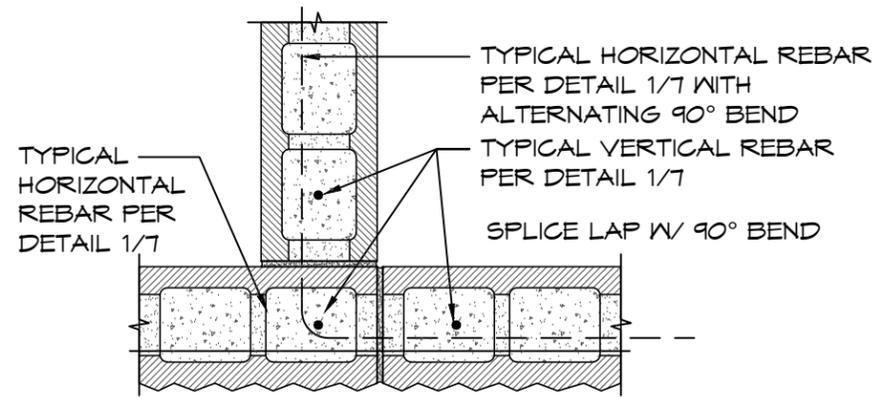
**2 MORTAR JOINT
CMU WALL END DETAIL**

SCALE: 1" = 1'-0"



3 8" CMU REBAR PLACEMENT

SCALE: 1" = 1'-0"



**4 8" TO 8" MORTAR JOINT
CMU INTERSECTION DETAIL**

SCALE: 1" = 1'-0"

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PRELIMINARY

© 2022 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, ADAPTED OR FURTHER DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.

PROJECT:	SIERRA	
PROJECT#:	1687	
MODEL#:	SIERRA	
DATE:	01/12/22	
REVISIONS		
REV.	DATE	BY
DRAWN BY:	CR	

SHEET NO. 8

PROJECT: SIERRA
POND & COMPANY
MIDWAY PARK
DECATUR, GEORGIA
SHEET TITLE: STRUCTURAL WALL DETAILS



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date

4/21/2022

PROPOSAL/PO #081721-RMT

Midway Park Project

Customer: DeKalb County
Paige Singer
3681 Chesnut Street
Scottsdale, GA 30079



Building Proposal Description	Extended Price
STORAGE/SCOREKEEPER BOOTH 3023/2004/2649 w/Options - Romtec Scope of Supply per Midway Park Proposal dated 4/21/2022	\$ 255,367.06
Sourcewell DISCOUNT: Available only to members of Sourcewell.	9.00% \$ (22,983.04)
Estimated Freight to: Decatur, GA	\$ 10,146.00
ROMTEC INC. SUPPLY SUBTOTAL	\$ 242,530.02

STORAGE/SCOREKEEPER BOOTH - Romtec Fabrication & Installation per Midway Park Proposal dated 4/21/2022	\$ 206,710.70
BONDING	\$ 9,000.00
ROMTEC INC. SERVICES SUBTOTAL	\$ 215,710.70

ROMTEC INC. PURCHASE ORDER TOTAL	\$ 458,240.72
Contingency Pricing	\$ 36,759.28
NOT TO EXCEED ROMTEC INC. PURCHASE ORDER TOTAL	\$ 495,000.00

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping prices are estimates only and are subject to change without notice.

*Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soile Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*A payment schedule and terms will be established after the Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

<hr/>			
Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
<hr/>		<hr/>	
Customer/Owner Printed Name		Romtec Inc. Printed Name	
<hr/>			
Customer/Owner Company			



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, Customer shall provide a completed credit application (subject to Romtec's approval) and evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequent if in the opinion of Romtec management, new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department upon receipt of credit application.

Deviation From Payment

Time is of the essence with respect to Buyer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Buyer and other parties, or failure by other parties to pay Buyer or perform any agreement with Buyer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Buyer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, Romtec will withhold all warranty service until the account is fully paid and in good standing. This does not affect the warranty period timeframe.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Buyer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Buyer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal, after formal approval, requested or required by Buyer for any reason shall be performed by ROMTEC at Buyer's expense, as follows: (i) Buyer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Buyer's description, ROMTEC shall provide to Buyer a written price quote for the modifications requested; (iii) Buyer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed to where ROMTEC cannot produce and deliver six months from the date the purchase order is signed, Buyer will reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered, as well as expenses related to the authorized purchase or production of items requested. Additionally, Buyer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Buyer by reason of such delay, when such delay is beyond ROMTEC's control. All goods are shipped F.O.B. Roseburg, Oregon, which means that the risk of loss or damage to the goods and risk of delays in transit passes to the Buyer when the goods are duly delivered to the carrier at Roseburg, Oregon. ROMTEC has no control over arrival time of a shipment, and shall not be responsible for delays in shipments once the goods leave ROMTEC's plant. ROMTEC's suggested procedures for handling products are as follows:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE BUYER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains & defines ROMTEC's complete offering of its products and services (as applicable). In addition, Section 4 of the Scope of Supply & Design Submittal defines ROMTEC's Limited One Year Warranty.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Buyer is ready to deliver the goods to the Buyer, the Buyer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Buyer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Buyer accepts the obligation to pay ROMTEC under its agreed upon payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the agency/contractor. Further, ROMTEC may at its sole discretion invoice the Buyer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Buyer may be canceled by ROMTEC and the goods returned to ROMTEC at its discretion. Any costs or difficulties arising from the Buyer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Buyer. The Buyer agrees to pay for the complete shipping cost if ROMTEC elects to cause the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Buyer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Buyer shall reimburse all expenses related to the authorized purchase or production of items requested prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Buyer indicate approval of its supply offering by executing the signature page of its Scope of Supply & Design Submittal document and Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package, the Buyer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Attorney Fees

If Buyer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Buyer agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and other costs of such collection.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County, with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Buyer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541/496-3541
Fax: 541/496-0803

PRELIMINARY INFORMATION

Customer/Contractor Information

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Accounts Payable: _____ Telephone: _____ Email: _____

Project Information

Job: _____ Government Agency: _____

Agency Contract Officer: _____ Telephone: _____

Job Contact: _____ Telephone: _____

Job Site Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Project Prime Contractor

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Project Owner

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Project Bond Information

Insurance Agency: _____ Address: _____ City: _____ State: _____ Zip: _____

Agents Name: _____ Telephone: _____ Fax: _____

Bonding Company: _____ Address: _____ City: _____ State: _____ Zip: _____

Bond No: _____ Underwriter: _____ Telephone: _____ Fax: _____