



1202 Musser Street
Muscatine, IA 52761-1645
(563) 263-2752
Fax (563) 263-3720

WATER & RESOURCE RECOVERY FACILITY

MEMORANDUM

To: Gregg Jenkins, Interim City Administrator

CC: Nancy Lueck, Finance Director
Cinda Hilger, Secretary

From: Jon Koch, WRRF Director

Date: October 23, 2019

Re: LED Light Purchase for the HSW Project

INTRODUCTION: The City has received three bids for the LED Light Purchase for the High Strength Waste Receiving Project (HSW Project). The low bid was from PQL, Inc. in the amount of \$106,737.00 for the purchase and installation of lights and light fixtures to replace all lights and fixtures at the Transfer Station and Recycling Center. Now is the time to purchase and install these lights to safely operate necessary equipment within these buildings. This is being bid outside of the construction contract (the current anticipated list of items needed outside of the contract is attached).

BACKGROUND: The lights within the Recycling Center, Transfer Station and its offices are due for an upgrade to save on electrical and maintenance costs. A lighting audit was performed for the facility and found that switching to LED lights would save the City nearly \$24,000.00 annually. This calculates to a 53 month payback on the investment. The City also anticipates a \$2,000.00 rebate from Muscatine Power and Water for this upgrade.

Many of the lights in the facility are broken and/or non-functioning. It has become a safety issue and use by the general public in this unsafe environment has become a liability to the City. The HSW Project crosses over into the tipping floor area as trash is driven from the Recycling side where the lighting is extremely poor. Cameras required by many clients of the HSW Project must be installed in the tipping floor side to ensure their product is not going to landfill and the current lighting makes identification of material being brought over difficult. The HSW Project will also be setting up an office in this location so it is appropriate to pay for re-lighting the entire facility from the HSW Project budget instead of bidding one large and one small job to lighting vendors.

RECOMMENDATION/RATIONALE: Staff recommends a purchase order be issued to

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

PQL, Inc. in the amount of \$106,737.00 to purchase, install and warranty all the lights at the City Transfer Station and Recycling Center.

BACKGROUND:

1. PQL Bid
2. Competing bids
3. Energy Audit
4. Project Extras List

Sitler's Supplies, Inc

111 Westview Dr
Washington, IA 52353
800-426-3938 - FAX 319-653-3198

Price Quote

Date	Quote #	Rep
12/16/2019	061136	CC

Prepared For:

Muscatine Transfer And Recycling
1000 S Houser St
Muscatine, IA 52761

Featuring quality replacement bulbs and batteries from:

Visit Our Website! - www.sitlersledsupplies.com

Description	Qty	Unit Cost	Total
150 Watt UFO Highbay LS-EHB150WD1(5000K)	106	135.00	14,310.00T
LED WP-60W (60 Watt LED wall pack - 175-200 watt MH replacement) DLC LISTED: LS-WP60W(5000K)	3	85.00	255.00T
AOK-115WoT Bronze TYPE D-PIN TYE SQUARE/ROUND POLE BRACKET	44	200.00	8,800.00T
150 Watt ZOHO Shoebox/ Beyond 110787 5000K DLC LISTED: BLTNSB150WAT3 5000K	4	200.00	800.00T
Beyond Slipfitter Mount 110799	4	0.00	0.00T
BESCO ELECTRIC Installation Labor	1	12,000.00	12,000.00
Muscatine Power and Water rebate 2019 Est \$2000 (Max per calendar year)			
		Subtotal	\$36,165.00
<i>Thank you for this opportunity to be your bulb and fixture supplier. Please call us with any questions you may have.</i>		Sales Tax (7.0%)	\$1,691.55
		Total	\$37,856.55

Signature _____



Proposal

Quote Number: _____
Date: 12-23-19
To: John Koch
Water & Resource Recovery
Of (Company): Facility
Street Address: 1202 Mussen Street
City, State, Zip: Muscatine, Iowa 52761
Good Until: 1-23-2020
Lighting for the Re-transfer
station and Organics Recycling
Project Name: Center

We propose to provide labor, equipment and materials to complete the following:

Tipping Floor:

- Replace (70) High Bay Fixtures

TOTAL INVESTMENT: **\$26,208.00**

Organics Recycle:

- Replace (36) High Bay Fixtures.
- Replace (3) Wall Pack Fixtures.

TOTAL INVESTMENT: **\$13,737.00**

Outside Fixtures:

- Install (48) Fixtures on (24) poles.

TOTAL INVESTMENT: **\$15,495.00**

Note:

- All removed fixtures will be left on site.
- Shop drawings attached for all fixtures.
- Shop drawings must be approved by both parties before any P.O. can be issued.

Summary:

Frank Millard & Company has all of the Labor, Materials, and Equipment necessary to complete this project on time and on budget. We perform this type of work routinely and will not have any problems meeting the requirements of the RFP. We are prepared to start work on this as outlined in the schedule.

Price Escalation Clause:

Due to the recent price fluctuations in the steel and aluminum markets as a result of the section 232 steel tariff; we have included a steel and aluminum price escalation clause in this proposal. Upon the proposal's acceptance, we will reprice any steel and aluminum products contained in the proposal. Any price escalation occurring between the proposal submission date and notice to proceed will be adjusted at cost plus any applicable sales taxes.

Standard Exclusions:

1. No Building Permit or other related construction fee unless specifically stated above.
2. Builders Risk Insurance by owner with Frank Millard & Company, Inc. Listed as additional insured unless specifically stated above.
3. Frank Millard & Company's standard insurance coverages are included unless stated differently above.
4. No additional work will be completed on this project unless expressly written authorization is provided.
5. Standard (8) Hour / Day work schedule is included with no provisions for overtime or other off-shift work schedule are included unless specifically stated above.
6. No materials or construction testing costs are included unless specifically stated above.

We propose to furnish material, labor and equipment to perform this scope of work in accordance with the afore mentioned specifications and plan sheets for the sum of:

Refer to Breakdown Provided Above Dollars \$ See Above

Payments to be made as follows: All invoices to be paid in full within (30) days of invoice date.

Contractor's signature: Scott Bessine

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature: _____ Date: _____



PROMOTING QUALITY LIGHTING

Muscadine Transfer Station
Dave Popp
1000 S Houser
Muscadine, IA 52781

Proposal Agreement

Your Representative is
Kent Wilson
319-768-8262

Maintenance Savings	\$0.00
Air Conditioning Savings Annually	\$0.00
Electricity Savings Annually	\$3,827.00
Total Annual Savings	\$3,827.00

Sub Total for Tax	\$27,679.00
Sales Tax (Labor, Materials, Disposal)	\$0.00
Grand Total (Excluding Rebates)	\$27,679.00
Rebate or Grant Estimate	\$400.00
Net Investment	\$27,279.00

Payback In Months (after Rebate or Grant)	85.54 Months
Return on Investment (Simple ROI)	14%

Maximum EPACT Tax Deduction Value (at 35% tax bracket, after rebate income applied - read below) **\$0.00**

Scope

It was our intent to survey every possible opportunity for lighting energy savings in your facility. However, due to the very nature of the process there may be areas that were not included. Please refer to our scope listing for the exact areas included.

PQL proposes to provide a complete turnkey lighting retrofit project limited to the spaces and quantities as described herein and as listed on our scope list. The volume of your existing fixtures is based on 120-177v in all areas. Additional costs from this project resulting from circuit overloads, changing orders, and/or voltage differences will be handled outside of this agreement. Due to the capricious and volatile market, prices are subject to seller's price in effect at time of shipment and no more than 30 days from the date listed above.

Installation Labor

Labor is included in this proposal. PQL assumes all existing wiring to meet electrical codes. No provisions have been made to remedy code deficiencies. Additional labor costs incurred due to code deficiencies, and/or other unforeseen circumstances will be handled exclusive of this agreement.

Labor will be performed during normal business hours. Weekends, Holidays, 2nd or 3rd shift hours may be available at an additional charge. Time to complete scope of work to be proposed and presented without outside interruptions. Delays in completion of scope due to customer or other event outside of PQL's control will result in an increase in project price. Such events will be documented and presented for payment in addition to project amount. Estimated delays will be interpreted as work stoppage and if a work stoppage occurs, customer agrees to pay project to full at that point.

Customer will accommodate our work by providing reasonable access directly below each fixture wherever applicable by moving materials, etc. ahead of our crew.

Fixture Cleaning

Fixture cleaning is not included in our proposal, however, our crew will typically dry clean a fixture of bugs and other debris if possible and convenient. Under no circumstances will PQL crew wet clean lighting fixtures.

Permits

Permits have not been researched and are not included in our project price. Any electrical, building or other type of permit or certification, or registration or other related fees to satisfy local codes or laws will be handled exclusive of this agreement and included at cost, what ever they are determined to be.

EPACT Tax Deduction Value

Your project was designed to be eligible for the maximum tax deduction and will meet all requirements of EPACT 2009. Modifying the design or materials used may disqualify your eligibility to take advantage of this deduction. PQL will provide the certification and documentation needed for tax preparation at no additional charge to the project. The guidelines of EPACT 2009 require a lighting project outperform the ASHRAE Standard 90.1-2001 by at least 26% to achieve \$0.50/kwh to 40% to achieve \$0.60/kwh. Warehouses are only eligible for the full deduction and must outperform the standard by 50% to achieve \$0.60/kwh. Interior lighting projects must also be controlled with an automatic control device to shut off lighting within 30 minutes of occupant leaving the space. Consult with your lawyer or CPA. PQL is not responsible for EPACT amount.

Lenses

During the course of maintenance of certain type of light fixtures it is expected lenses become a brittle and have a tendency to break during the normal handling during maintenance and ballast replacements. PQL is not responsible for lenses damaged during the normal course of maintenance. Existing lenses that are found to be broken prior to our retrofit will be reported to the customer's project liaison. PQL distributes lenses and can provide them at wholesale if necessary.

Socket Replacement

Lamp sockets will be replaced only if PQL's Master Electrician deems the socket to be unsafe or inoperable. There are no provisions for a wholesale replacement of lamp sockets.

Safety

PQL follows its own detailed safety program. A copy of which will be made available at your request. No time or labor costs have been included in our proposal to accommodate site or facility specific safety programs. Any time required to satisfy these requirements will be handled exclusive of this agreement.

Removal/Disposal

Recycling is included in this project. Lamps and ballasts will typically be packaged by PQL and picked up by our recycler. While metal may be disposed of in a customer supplied dumpster, if a local recycler is not available. Non-PCB ballasts may be disposed of in customer dumpster if recycling is not available. HID fixtures will typically be packaged by PQL and picked up by our recycler. Chandeliers will be placed into customer's recycling containers if available, otherwise chandeliers and other packaging materials including miscellaneous trash generated by the project will be placed in customer supplied dumpsters.

Merchandise Return Policy

The returning of goods by the Buyer or for the benefit of the Buyer without written objection or RGA number within (10) business days after delivery shall constitute an unconditional and absolute acceptance by the Buyer. Items in billing and shipping including damaged material must be reported in writing to the PQL, Inc. RGA Department within (10) business days from receipt of the shipment. Fax Number: 855-835-1776 or Email at: returns@pqlighting.com.

All returns require an RGA (Return Goods Authorization) number. Returns that are received without an RGA number will not be accepted. They will be returned to sender freight collect. Receiving an RGA number does not imply acceptance and/or payment of credit; it is only permission to return material for evaluation. If credit is issued, it is only after inspection of the product. For proper credit, all returns must include the RGA number on the outside of the box with copy of the packing slip or invoice. Product must be in original packaging, with all manufacturer's paperwork and must be in resalable condition. All returns are subject to a 25% restock fee plus any freight charges, unless the product is defective, or under warranty. Refused or undeliverable shipments will be subject to a 25% restock fee in addition to applicable shipping costs. All sales of made to order seasonal product are final, unless product is defective; defective product may be returned for replacement within warranty period.

Rebates

Rebates are paid out with a check from your electric utility provider. The rebate amount was figured based on information available from your utility company. A custom rebate may have been estimated for your convenience if so, the rebate is custom based on the specifications from PQL's design. It is not transferable to other project designs or competitive projects. Your utility representative can confirm the rebate amount. PQL is not responsible for rebate amount or receipt of rebate.

Sales Tax

Tax has been figured at the amount shown herein the proposal. Total project amount may differ from shown depending on local laws. Sales tax law requires PQL to charge sales tax unless a tax exempt certificate is in our possession. If your project is tax exempt please provide documentation at the time of order to avoid being charged.

Payment Terms

A 33% down payment is required at the time of project purchase order. An invoice will be sent to you within 5 working days upon receipt of signature, which signifies project approval. A second invoice will be sent for 33% the daywork is started and final invoice will be sent after work is completed with terms of net due 30 days from invoice date. All labor and material warranty obligations of PQL become void if project is not paid within terms of sale.

Warranty

PQL follows all manufacturers' specified warranties. All warranties are void if project is not paid within terms. PQL confers labor warranty for six months, however it is limited to installation craftsmanship and specifically excludes material failures, and warranty replacements. A complete warranty and specification binder will be provided upon request.

With my signature below, I hereby authorize PQL Lighting Specialty to implement the project as specified within this proposal including any changes noted herein.

 Authorized Signature
 Inquiry - Moxie

 Date

Ver 1-0



PREMIUM QUALITY LIGHTING

Muscatine Transfer Station
Dave Popp
1000 S Houser
Muscatine, IA 52761

Proposal Agreement

Your Representative is
Kent Wilson
319-768-8262

Maintenance Savings	\$0.00
Air Conditioning Savings Annually	\$0.00
Electricity Savings Annually	\$6,436.63
Total Annual Savings	\$6,436.63

Sub Total for Tax	\$23,580.00
Sales Tax (Labor, Materials, Disposal)	\$0.00
Grand Total (Excluding Rebates)	\$23,580.00
Rebate or Grant Estimate	\$400.00
Net Investment	\$23,180.00

Payback in Months (after Rebate or Grant)	43.23 Months
Return on Investment (Simple ROI)	28%

Maximum EPACT Tax Deduction Value (at 35% tax bracket, after rebate income applied - read below) **\$0.00**

Scope

It was our intent to survey every possible opportunity for lighting energy savings in your facility. However, due to the very nature of the process there may be areas that were not included. Please refer to our scope listing for the exact areas included.
PQL proposes to provide a complete turnkey lighting retrofit project for the space and quantities as described herein and as listed on our space list. The voltage of your existing fixtures is based on 120-277v in all areas. Additional costs from this project resulting from circuit overloads, change orders, and/or voltage differences will be handled exclusive of this agreement. Due to the capriciousness of the metal market, prices are subject to seller's price in effect at time of shipment but no more than 30 days from the date listed above.

Installation Labor

Labor is included in this proposal. PQL assumes all existing wiring to meet electrical codes. No provisions have been made to remedy code deficiencies. Additional labor costs incurred due to code deficiencies, under other unforeseen circumstances will be handled exclusive of this agreement.

Labor will be performed during normal business hours. Weekends, holidays, 2nd or 3rd shift hours may be available at an additional charge. Time to complete scope of work is proposed and presented without outside interruptions. Delays in completion of scope due to customer or other event outside of PQL's control will result in an increase in project price. Such events will be documented and presented for payment in addition to project amount. Extended delays will be interpreted as work stoppage and if a work stoppage occurs, customer agrees to pay project in full at that point.

Customer will accommodate our work by providing reasonable access directly below each fixture wherever applicable by moving materials, etc. around of our crew.

Fixture Cleaning

Fixture cleaning is not included in our proposal, however, our crew will typically dry dust a fixture of bugs and other debris if possible and convenient. Under no circumstances will PQL crew wet clean lighting fixtures.

Permits

Permits have not been researched and are not included in our project price. Any electrical, building or other type of permit or certification, or registration or other related fees to satisfy local codes or laws will be handled exclusive of this agreement and instead of costs, what ever they are determined to be.

EPACT Tax Deduction Value

Your project was designed to be eligible for the maximum tax deduction and will meet all requirements of EPACT 2009. Modifying the design or materials used may disqualify your eligibility to take advantage of this deduction. PQL will provide the certification and documentation needed for tax preparation at no additional charge to the project. The guidelines of EPACT 2009 require a lighting project to perform the ASHRAE Standard 90.1-2001 by at least 25% to achieve \$0.50/kwh to 40% to achieve \$0.60/kwh. Warehouses are only eligible for the full deduction and must outperform the standard by 90% to achieve \$0.60/kwh. Interior lighting projects must also be controlled with an automatic control device to shut off lighting within 30 minutes of occupied leaving the space. Consult with your lawyer or CPA. PQL is not responsible for EPACT amount.

Lenses

During the course of maintenance of certain type of light fixtures it is expected lenses become brittle and have a tendency to break during the normal handling during maintenance and during replacement. PQL is not responsible for lenses damaged during the normal course of maintenance. Existing lenses that are found to be broken prior to our retrofit will be replaced to the customer's project list. PQL distributes lenses and can provide them at wholesale if necessary.

Socket Replacement

Lamp sockets will be replaced only if PQL's Master Electrician deems the socket to be unsafe or inoperable. There are no provisions for a wholesale replacement of lamp sockets.

Safety

PQL adheres to its own detailed safety program. A copy of which will be made available at your request. No time or labor costs have been included in our proposal to accommodate site or facility specific safety programs. Any time required to satisfy these requirements will be handled exclusive of this agreement.

Recycling/Disposal

Recycling is included in this project. Lamps and ballasts will typically be packaged by PQL and picked up by our recycler. While it is not required to be disposed of in a customer supplied dumpster, if a local recycler is not available. Non-PCB ballasts may be disposed of in customer dumpster if recycling is not available. HID fixtures will typically be packaged by PQL and picked up by our recycler. Components will be placed into customer's recycling container if available, otherwise cardboard and other packaging materials including miscellaneous items generated by the project will be placed in customer supplied dumpsters.

Merchandise Return Policy

The retention of goods by the Buyer or for the benefit of the Buyer without written objection or RGA number within (10) business days after delivery shall constitute an unconditional and exclusive acceptance by the Buyer. Errors in billing and shipping including damaged material must be reported in writing to the PQL, Inc. RGA Department within (30) business days from receipt of the shipment. Fax Number: 833-333-1776 or Email at: returns@pqlighting.com.

All returns require an RGA (Return Goods Authorization) number. Returns that are received without an RGA number will not be accepted. They will be returned to sender freight collect. Receiving an RGA number does not imply acceptance and/or payment of credit; it is only permission to return material for evaluation. If credit is issued, it is only after inspection of the product. For proper credit, all returns must include the RGA number on the outside of the box with copy of the packing slip or invoice. Product must be in original packaging, with all manufacturer's paperwork and must be in resalable condition. All returns are subject to a 25% restock fee plus any freight charges, unless the product is defective, or under warranty. Refused or undeliverable shipments will be subject to a 25% restock fee in addition to all applicable shipping costs. All sales of in use or end-of-life product are final, unless product is defective; defective product may be returned for replacement within warranty period.

Rebate

Rebates are paid out with a check from your electric utility provider. The rebate amount was figured based on information available from your utility company. A customer rebate may have been collected for your convenience if so, the rebate is custom based on the specifications herein PQL's design. It is not transferable to other project designs or competitor projects. Your utility representative can confirm the rebate amount. PQL is not responsible for rebate amounts or receipt of rebate.

Sales Tax

Tax has been figured of the amount shown herein the proposal. Total project amount may differ from shown depending on local laws. Sales tax law requires PQL to charge sales tax unless a tax exempt certificate is in our possession. If your project is tax exempt please provide documentation at the time of order to avoid being charged.

Payment Terms

A 33% down payment is required at the time of project purchase order. An invoice will be sent to you within 5 working days upon receipt of signature, which signifies project approval. A second invoice will be sent for 33% the daywork is started and final invoice will be sent after work is completed with terms of net due 30 days from invoice date. All labor and material warranty obligations of PQL become void if project is not paid within terms of sale.

Warranty

PQL follows all manufacturer's specified warranties. All warranties are void if project is not paid within terms. PQL craftsman labor warranty is for six months, however it is limited to installation craftsmanship and specifically excludes material failure, and warranty replacements. A complete warranty and specification binder will be provided upon request.

With my signature below, I hereby authorize PQL Lighting Systems to implement this project as specified within this agreement including any changes noted herein.

 Authorized Signature

 Date

V. 1-0



PREMIUM QUALITY LIGHTING

Muscatine Transfer Station
Dave Popp
1000 S Houser
Muscatine, IA 52761

Proposal Agreement

Your Representative is
Kent Wilson
319-768-8262

Maintenance Savings	\$0.00
Air Conditioning Savings Annually	\$0.00
Electricity Savings Annually	\$3,439.68
Total Annual Savings	\$3,439.68
Sub Total for Tax	\$13,019.00
Sales Tax (Labor, Materials, Disposal)	\$0.00
Grand Total (Excluding Rebates)	\$13,019.00
Rebate or Grant Estimate	\$400.00
Net Investment	\$12,619.00
Payback in Months (after Rebate or Grant)	44.03 Months
Return on Investment (Simple ROI)	27%

Maximum EPACT Tax Deduction Value (at 35% tax bracket, after rebate income applied - read below) \$0.00

Scope

It was our intent to survey every possible opportunity for lighting energy savings in your facility. However, due to the very nature of the process there may be areas that were not included. Please refer to our space listing for the exact areas included.

PQL proposes to provide a complete lighting retrofit project limited to the spaces and quantities as described herein and as listed on our space list. The volume of your existing fixtures is based on 120-277V in all areas. Additional costs from this project resulting from count variances, change orders, and/or voltage differences will be handled exclusive of this agreement. Due to the capricious and volatile market, prices are subject to market price in effect at the time of shipment but no more than 30 days from the date listed above.

Installation Labor

Labor is included in this proposal. PQL assumes all existing wiring to meet electrical codes. No provisions have been made to remedy code deficiencies. Additional labor costs incurred due to code deficiencies, under other unforeseen circumstances will be handled exclusive of this agreement.

Labor will be performed during normal business hours. Weekends, holidays, 2nd or 3rd shift hours may be available at an additional charge. Time to complete scope of work is proposed and presented without outside interruptions. Delays in completion of scope due to customer or other event outside of PQL's control will result in an increase in project price. Such events will be documented and presented for payment in addition to project amount. Extended delays will be interpreted as work stoppage and if a work stoppage occurs, customer agrees to pay project in full at that point.

Customer will accommodate our work by providing reasonable access directly below each fixture whenever applicable by moving materials, etc. ahead of our crew.

Fixture Cleaning

Fixture cleaning is not included in our proposal, however, our crew will typically dry dust a fixture of bugs and other debris if possible and convenient. Under no circumstances will PQL crew wet clean lighting fixtures.

Permits

Permits have not been researched and are not included in our project price. Any electrical, building or other type of permit or certification, or registration or other related fees to satisfy local codes or laws will be handled exclusive of this agreement and in addition to costs, what ever they are determined to be.

EPACT Tax Deduction Value

Your project was designed to be eligible for the maximum tax deduction and will meet all requirements of EPACT 2005. Modifying the design or materials used may disqualify your eligibility to take advantage of this deduction. PQL will provide the certification and documentation needed for tax preparation at no additional charge to the project. The guidelines of EPACT 2005 require a lighting project to conform to the ASHRAE Standard 90.1-2001 by at least 25% to achieve 8.30kwh/ft² to 40% to achieve 6.50kwh/ft². Workspaces are only eligible for the full deduction and must outperform the standard by 50% to achieve 6.50kwh/ft². Interior lighting projects must also be controlled with an automatic control device to shut off lighting within 30 minutes of occupant leaving the space. Consult with your lawyer or CPA. PQL is not responsible for EPACT amount.

Lenses

During the course of maintenance of certain type of light fixtures it is expected lenses become brittle and have a tendency to break during the normal handling during maintenance and ballast replacement. PQL is not responsible for lenses damaged during the normal course of maintenance. Existing lenses that are found to be broken prior to our retrofit will be replaced to the customer's project budget. PQL distributes lenses and can provide them at wholesale if necessary.

Socket Replacement

Lamp sockets will be replaced only if PQL's Master Electrician deems the socket to be unsafe or inoperable. There are no provisions for a wholesale replacement of lamp sockets.

Safety

PQL adheres to its own detailed safety program. A copy of which will be made available at your request. No time or labor costs have been included in our proposal to accommodate site or facility specific safety programs. Any time required to satisfy these requirements will be handled exclusive of this agreement.

Recycling/Disposal

Recycling is included in this project. Lamps and ballasts will typically be packaged by PQL and picked up by our recycler. While metal may be disposed of in a customer supplied dumpster, if a local recycler is not available. Non-PCB ballasts may be disposed of in customer dumpster if recycling is not available. LED ballasts will typically be packaged by PQL and picked up by our recycler. Cardboard will be placed into customer recycling containers if available, otherwise cardboard and other packaging materials including miscellaneous trash generated by the project will be placed in customer supplied dumpsters.

Merchandise Return Policy

The retention of goods by the Buyer or for the benefit of the Buyer without written objection or RGA number within (10) business days after delivery shall constitute an unconditional and absolute acceptance by the Buyer. Effects in billing and shipping including damaged material must be reported in writing to the PQL, Inc. RGA Department within (10) business days from receipt of the shipment. Fax Number: 800-333-7857 or Email: rga@pqlighting.com.

All returns require an RGA (Return Goods Authorization) number. Returns that are received without an RGA number will not be accepted. They will be returned to sender freight collect. Resolving an RGA number does not imply acceptance and/or payment of credit; it is only permission to return material for evaluation. If credit is issued, it is only after inspection of the product. For proper credit, all returns must include the RGA number on the outside of the box with copy of the packing slip or invoice. Product must be in original packaging, with all manufacturer's paperwork and must be in resalable condition. All returns are subject to a 25% restock fee plus any freight charges, unless the product is defective, or under warranty. Refused or undeliverable shipments will be subject to a 25% restock fee in addition to all applicable shipping costs. All sales of made to order merchandise product on line, unless product is defective, defective product may be returned for replacement within warranty period.

Rebates

Rebates are paid out with a check from your electric utility provider. The rebate amount was figured based on information available from your utility company. A custom rebate may have been submitted for your convenience if so, the rebate is custom based on the specifications from PQL's design. It is not transferable to other project designs or competitor projects. Your utility representative can confirm the rebate amounts. PQL is not responsible for rebate amounts or receipt of rebate.

Sales Tax

Tax has been figured at the amount shown herein the proposal. Total project amount may differ from shown depending on local laws. Sales tax law requires PQL to charge sales tax unless a tax exempt certificate is in our possession. If your project is tax exempt please provide documentation at the time of order to avoid being charged.

Payment Terms

A 33% down payment is required at the time of project purchase order. An invoice will be sent to you within 5 working days upon receipt of signature, which signifies project approval. A second invoice will be sent for 33% the day work is started and final invoice will be sent after work is completed with terms of net due 30 days from invoice date. All labor and material warranty obligations of PQL become void if project is not paid within terms of sale.

Warranty

PQL follows all manufacturer's specified warranties. All warranties are void if project is not paid within terms. PQL craftsman labor warranty is for six months, however it is limited to installation craftsmanship and specifically excludes material failure, and warranty replacement. A complete warranty and specification binder will be provided upon request.

With my signature below, I hereby authorize PQL Lighting Specialty to implement the project as specified within this agreement including any changes noted herein.

Impress - House

Authorized Signature

Date

V. 1-0