



GASVODA & ASSOCIATES, INC.

"Helping people use water efficiently"

PROPOSAL

TO: Village of Orland Park

DATE: April 14, 2010

FAX: 708-403-8798

PROJECT: Re: Quote for repairs of (#1) – 100 hp.
S&L pump at the 151st Lift Station

ATTN: Doug Medland

EMAIL: DMedland@orland-park.il.us

ENGINEER: N/A

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

Date: 4/14/2010

To: Village of Orland Park

Attn: Doug Medland

DMedland@orland-park.il.us

Fax: 708-403-8798

From: Ed Bukowski

Re: Quote for repairs of (# 1) - 100 hp. S&L pump at the 151st. Lift Station.

Mr. Medland,

Gasvoda & Associates is pleased to quote you for the parts necessary for the repairs to your Smith & Loveless 100 hp. pump at your 151st Lift station. We will furnish a new lower motor housing from S&L along with new upper and lower bearings and a new mechanical seal. It has been discussed with Mr. Medlin that the cost of the new lower motor housing from S&L will be the same as it was in 2006. S&L has agreed to supply you the housing for the same cost as it was four years ago with no increase. That being said I have also suggested to Mr. Medland that while the pump is in our shop we could have the rotor tolerances checked, along with checking the balance of the impeller at the local machine shop we use.

Project: Re: Quote for repairs of (#1) – 100 hp. S&L pump at the 151st Lift Station

Our scope of the project as discussed would have The Village Orland Park personnel remove the pump from the 151st Lift Station and deliver the unit to Gasvoda for repair. G.A.I. will have ordered a new lower motor housing, new upper and lower bearings and new mechanical seal before the customer delivers their unit for repair. If agreed to by the customer we will have tolerance evaluations done on the rotor and balance the impeller only if agreed to by the customer. After the pump has been repaired and shop tested G.A.I. will deliver and install the unit at the customers lift station and test the operation of the pump.

Your investment for the above listed parts, our shop labor, installation at your station, travel time, mileage and our boom truck will be **\$ 6,124.00**

- If you opt to have the rotor and impeller checked this will be done on a time and material basis with a not to exceed cost of \$1,200.00 added to the above quoted cost. Should additional work be required beyond our quoted costs we will inform you to receive your approval before proceeding with the repairs.
- Gasvoda & Associates will not be responsible for painting the lower motor housing, it will be installed as received from the manufacturer.

Should you have any questions feel free to call me and as always thank you for the opportunity to quote this repair and for choosing G.A.I. for your service requirements.

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

TERMS: 100% 30 days NET.
DURATION: This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC. ACCEPTED: _____
(Authorized signature)

BY: EDMUND H. BUKOWSKI Title: _____
Edmund H. Bukowski, Service Manager Date: _____

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

PURCHASE ORDER NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

Project: Re: Quote for repairs of (#1) – 100 hp. S&L pump at the 151st Lift Station

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net 30 days from "date of invoice", unless otherwise stated for all orders less than \$100,000.
2. Orders greater than or equal to \$100,000 are subject to progress payments noted below. Terms remain net 30 days from "date of invoice."
 - a. 25% due upon release to construction or approved shop drawings
 - b. 75% due upon shipment or notice of readiness to ship

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.