



PROPOSAL

TO: Village of Orland Park-PWD
 15655 S. Ravinia Ave.
 Orland Park, IL. 60462

DATE: October 7, 2016

PROJECT: Catalina L.S. Controller Replacement

ATTN: Ken Dado
 email kdado@orlandpark.org

ENGINEER: N/A

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

We are pleased to offer the following equipment for your consideration on the above named project.

| Qty | Description |
|------------|--------------------|
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| | |
|---|---|
| 1 | Replacement microprocessor based duplex pump level logic controller Grundfos model CU362, to replace your existing obsolete D620 controller. The new controller will provide automatic level control in a "Pump-Down" mode of operation for two sanitary sewage pumps as well as the capability to monitor various alarm functions, level based flow calculations and automatic pump alternation. Your existing panel may need some field modifications to have the new controller face mounted in place of the existing. Some field measurements will help determine what if anything will be required for its mounting. |
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*Your price for the Grundfos CU362 controller as offered above will be: \$2,608.00**

- *Note: Installation, programing and start-up are available but not included. Please contact Brad Clark, GAI Service Manager for details.*
- *These would be best if offered as time and materials cost (rough estimate ~\$2,500.00, not a firm price, estimated for your consideration only) Based on T&M this is subject to adjustment based on actual field costs and could be more, or less, depending on what is actually used.*

Delivery: Approximately 1 week ARO. (equipment only, installation timing will depend on service availability once the equipment arrives)

Freight: Included

Taxes: Not included, any applicable taxes will be added.

Terms 100% net 30 days after shipment and invoicing.

Pricing: Firm for 30 days after the date of this proposal.

Installation: Available for additional charges. Please contact Brad Clark, GAI Service Manager, 708-891-4400

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.
FREIGHT: X F.O.B. factory, allowed to jobsite. _____ Prepay and add to invoice
START-UP: 0 day(s) start up is included. Additional start up, if required, will be billed at our standard rate.
TAXES: ALL applicable taxes must be added.
SUBMITTAL DATA: 1 to 2 weeks after receipt of order
DELIVERY: 4 to 6 weeks after approval and authorization to proceed.
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: John J. Duschene
John J. Duschene – GAI Executive Vice President

Title: _____
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 above and on the reverse side of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

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

Please be sure to fill in the required “Ship To” information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO: _____

SHIP TO: _____

PURCHASE ORDER NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALETERMS

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.