



Gasvoda & Associates, Inc. **PROPOSAL**
 "Helping people use water efficiently"

TO: Village of Orland Park
 15655 Ravinia Ave
 Orland Park IL 60462

DATE: May 10, 2011

PROJECT: Seton Place

ATTN: Doug Medland
 ENGINEER: N/A

E-MAIL: dmedland@orland-park.il.us

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

We are pleased to provide the following proposal for your review and consideration.

<i>Qty</i>	<i>Description</i>
1	Replacement Barnes Pump 4" submersible Wastewater pump model 4SHMC100N4 to replace your failed pump model 4SE15044L, to include 10 HP, 1750 RPM, 3/60/460 VAC motor, 230mm diameter and 50' power/sensor cable, designed to produce 320 GPM @ 53'.

Your price for the replacement pump as offered above will be: \$5,680.00*

*Pump offered above is part of the new Crane Pumps & Systems (Barnes pump) SH product line designed to replace the previous model and requires 10HP as opposed to the previous 15HP motor to produce the same flow capacity.

Delivery: Approximately 3 weeks ARO.

Freight: Included to jobsite.

Taxes: Not included. Any applicable taxes will be added.

Terms: 100% net 30 days, in accordance with the attached sheet of Terms and Conditions.

Installation/

Start-up: Not included. Installation and start-up is available through GAI Service. Please contact Ed Bukowski, Service Manager @ 708-891-4400.

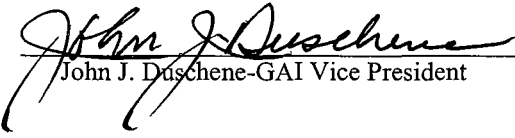
This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

TERMS: 100% 30 days NET.
FREIGHT: ___ F.O.B. factory, allowed to jobsite. ___ Prepay and add to invoice
START-UP: ___ 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: ___ to ___ weeks after receipt of order
DELIVERY: ___ to ___ 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-GAI 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

GAI Terms of payment are 100%/30 days net from "date of invoice", unless otherwise stated.

CONDITIONS1. 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. 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.

7. 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.

8. Start Up

No start up will be made without 100% payment. The warranty is invalid without factory start up.

9. Insurance

NOTICE: 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. ANY EXCEPTIONS MUST BE IN WRITING AND AUTHORIZED BY A PRINCIPAL OF GASVODA & ASSOCIATES, INC.