



GASVODA & ASSOCIATES, INC.

"Helping people use water efficiently"

PROPOSAL

TO: Village of Orland Park

DATE: February 13, 2013

EMAIL: dmedland@orland-park.il.us

PROJECT: Re: Three new 11-5/8" impellers and installation in (3) Smith & Loveless 60hp. / 6D3A pumps at your 131st Lift Station

ATTN: Doug Medland

ENGINEER:

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

Date: 2/13/2013

To: Village of Orland Park

Attn: Doug Medland

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

From: Ed Bukowski

REVISED PROPOSAL FROM PROPOSAL SENT 10/23/2012

Re: Three new 11-5/8" impellers and installation in (3) Smith & Loveless 60hp. / 6D3A pumps at your 131st Lift Station

Mr. Medland,

Gasvoda & Associates is pleased to quote you for (3) new 11-5/8" 60D176 impellers and installation at your 131st. Lift Station. You have requested we install the new impellers during one service visit, I estimate that these installs will take approximately two days to complete and am quoting you based on this assumption. Our scope will be to remove each existing impeller and install your new replacement impellers with new volute gaskets for each pump.

Cost for the above scope of labor, travel time and mileage would be \$3,465.00

Note: Another option would be to do this project on a labor time and materials basis rather than quoted which may save labor monies.

Project: **Re: Three new 11-5/8" impellers and installation in (3) Smith & Loveless 60hp. / 6D3A pumps at your 131st Lift Station**

Page 2 of 3

Cost of (3) – 11-5/8" trim (60D176) S&L impellers as you requested would be .. \$7,695.00

Your investment for (3) – 11-5/8" S&L 60D176 impellers and the above scope for installation labor for the three impellers with assistance from your staff will be **\$11,160.00**

Should you have any questions please feel free to call me and as always thank you for the opportunity to quote this project and for choosing G.A.I. for your equipment servicing. We will wait to hear back from you on how you wish to proceed.

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#: _____

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.