



**GASVODA & ASSOCIATES, INC.**  
 An Employee Owned Company  
 "Helping people use water efficiently"

**1530 Huntington Drive  
 Calumet City, IL 60409  
 Phone 708-891-4400  
 Fax 708-891-5786**

TO: Rochelle Municipal Utilities  
 333 Lincoln Highway  
 Rochelle, IL 61068  
 ATTN: **Kathy Cooper**

Date: October 24, 2012  
 Project: Lakeview Lift Station Modifications  
 Ancillary Equipment

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

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

#### **VFDs**

Qty 2 Danfoss VLT Micro series 5 HP Variable Frequency Drives  
 Drives to be integrated into Smith & Loveless Control panel by Smith & Loveless  
 Includes freight charges to ship drives to Smith & Loveless.

**\$ 600.00 each x 2 = \$ 1200.00**

#### **Magmeter**

##### **Qty 1 Siemens 6" Magnetic Flowmeter to include:**

- (1) Siemens Mag 5000 Transmitter, 0.50% Accuracy, 115-230 vac. P/N 7ME6910-1AA10-1AA0-Z+Y17
  - (1) Siemens Mag 5100W, 6 Inch Tube, Ebonite Liner, Hastelloy Measuring & Grounding Electrodes.  
 P/N 7ME6580-4HJ14-2AA2-Z+Y17
  - (1) Remote Transmitter Mounting Kit P/N FDK:085U1053
  - (1) Continuous Submergence Kit. P/N FDK:085U0220
  - (2) 30' lengths of interface cable to connect flow tube to remote readout.  
 Cable, One Length of Each Required. P/Ns FDK:001STCAB FDK:001SPCAB
  - (2) Grounding Rings
- Field Installation of remote readout in Smith & Loveless pump station included in field installation below.  
 NOTE: Installation of flowtube, grounding rings, and submergence kit by others.

**\$ 3959.00**

#### **Start up and Field installation of Magmeter readout**

Qty 1 Service Technician, 2 days for Start up of Pump Station, VFDs, and magmeter readout installation

**\$2000.00**

**Total Investment \$ 7,159.00**

**Our offering is based upon the terms and conditions as outlined on this proposal.**

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

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<b>TERMS:</b>	100% 30 days NET.
<b>FREIGHT:</b>	FOB Factory included to jobsite, unloading by others.
<b>START-UP:</b>	_2_ day(s) start up is included. Additional start up, if required, will be billed at our standard rate.
<b>TAXES:</b>	ALL applicable taxes must be added.
<b>SUBMITTAL DATA:</b>	_1_ to 2_weeks after receipt of order.
<b>DELIVERY:</b>	Coordinated with delivery of Pump Station
<b>DURATION:</b>	This proposal is valid for 30 days after which we reserve the right to review or withdraw.

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GASVODA & ASSOCIATES, INC.

ACCEPTED:

\_\_\_\_\_  
(Authorized signature)

BY: \_\_\_\_\_  
John T. Greaney – Sales Engineer

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.
11. Operations and Maintenance Manuals  
  
We include standard manufacturers O & M manuals as provided by the manufacturer. Special conditions of bid documents concerning O & M manuals and / or the modification of manuals to meet specific requirements of the bid documents are the contractors responsibility.