



K O E S T E R[®]

QUOTATION
March 24, 2020
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To: CJ Kilgore Chief Operator

Subj: Actiflow replacement pumps and chemical feed replacement

We are pleased to offer the following quotation:

Option 1: Replacement of Actiflow Pumps

- Supply/install two (2) McLanahan 3X3 SAND PUMP (see attached scope)
- Installation as detailed
 - Removal/demo of old pumps and piping to connect the new pumps
 - Two (2) new pads to elevate pumps similar to the current install
 - All material and labor for the purpose of replacing and install pumps
 - In the event of the discovery of any additional piping beyond the new installation a proposal of time and material will be quoted under the direction of the chief operators inspection
 - See attached

- **Proposed Price \$62,350.00**

Option 2: Supply/install two (2) Ferric pumps, piping and skid

- Installation as detailed
 - Two (2) Verder 5000 peristaltic tube metering pumps
 - One (1) PE skid with valves, pressure dampeners and calibration column
 - All PVC valves, unions, fittings to retrofit into the existing process.
 - Labor, start-up and training
 - See attached

- **Proposed Price \$31,000.00**

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- Total Price: **\$see above** FOB Factory unless noted above.
 - Standard Terms and Conditions, on the attached page, are incorporated in this quotation. Except for shipping charges, which may be subject to change at date of shipment, prices quoted shall remain firm 60 days. Payment is due net 30 days after shipment. No holdbacks or credits will be allowed.

Accepted on (Insert Date): 14 MAY 2020 Accepted by KAI on date: _____

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*TASCO Associates, LLP is a Koester Associates, Inc Company

Knowledgeable. Caring. Loyal. Excellence. Delivered!

Purchaser: CJ Kilgore, IAWWTF Chief Operator Prepared by:

Address: 525 Third St
Ithaca, NY 14850



Subject to final Municipality
approval process.

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TERMS AND CONDITIONS

An order will constitute a contract between the Company and the Buyer when accepted in writing by the Company at its home office in Canastota, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or pre-payment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company warrants that the products (except products made by the Company to drawings or specifications of the Buyer) will not in themselves infringe any United States patent, but the Company assumes no obligation in regard to patent infringement resulting from the use of the products in combination with equipment or other products not furnished by the Company. Liability under this warranty is limited to the aggregate amount (exclusive of taxes and transportation) to be paid hereunder and is conditioned upon the Buyer's giving the Company prompt written notice of any claim of patent infringement and granting the Company exclusive control of the settlement or litigation thereof.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of Buyer's obligations and Buyers shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to repossess the products or cancel unshipped balances with or without resort to legal process.

All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. Orders for replacement material must be a new purchase order.

The Buyer shall have the right to inspect the products prior to payment and acceptance and if Buyer's inspection reveals any defects in the products, Buyer shall notify the Company within thirty (30) days after receipt of the products of any claim Buyer might have concerning such defects. Buyer's failure to notify the Company within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the products.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or group of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.

THE PRODUCT WARRANTY IS AS SUBMITTED HERewith. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York.

The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of Buyer's order for the products.