



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

## PROPOSAL

TO: City of Naperville  
 1200 West Ogden  
 Naperville, IL 60566

DATE: November 10, 2022

PROJECT: Naper Blvd Station Upgrade (Rev 5)

ATTN: Tony Conn  
 Email: [connt@naperville.il.us](mailto:connt@naperville.il.us)

Phone #: 630-305-5537  
 Fax #:

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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.

<u>Qty</u>	<u>Description</u>
3	<p><b>Vaughan Model S8N-151 Submersible Chopper Pump consisting of:</b></p> <p><b>Casing &amp; Backplate</b> cast ductile iron with 8" ANSI Class 125 discharge flange.  <b>Impeller, External Cutter and Upper Cutter</b> cast steel, heat treated to minimum Rockwell C60.  <b>Cutter Bar and Wear Plate</b>, alloy steel heat treated to minimum Rockwell C60.  <b>Mechanical Seal</b>, cartridge type with ductile iron gland, Viton O-rings, tungsten carbide faces, and integral stainless steel sleeve as manufactured by Vaughan.  <b>Elastomers</b>, Buna N  <b>Bearings</b>, oil bath lubricated with minimum 100,000-hour L-10 bearing life. Top bearing is insulated for Inverter duty.  <b>Bearing Housing</b>, cast ductile iron with piloted motor mount.  <b>Automatic Oil Level Monitor</b>, PVC plastic reservoir.  <b>Shaft</b>, heat treated steel  <b>Drive</b>, 75 HP, 1170 RPM, 460V, 3 phase, 60 Hz, 1.15/1.0 SF, Explosion Proof (Class 1, Group C &amp; D) 15 minute in air continuous duty submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 100 feet of power and control cable, manufactured by ABB/Baldor.  <b>Pump Finish:</b> Sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor)  <b>Pump Monitor Relay</b> for mounting in customer control panel to supply seal leakage and over temperature alarms for submersible motor.  <b>Witnessed Factory Performance Testing included</b></p>
3	<p><b>Guide Rail System consisting of:</b></p> <p><b>8" Base Elbow with 8" Guide Bracket.</b>  <b>(1) Intermediate Stiffener Bracket for 12" Piping</b>, 316 stainless steel  <b>Top Mounting Bracket And Chain Holder Bracket</b>, 316 stainless steel.</p>

- 1 One lot S.S. guide rail material, for quantity of (3) pumps as noted above. Contractor responsible for field cutting to length and installation.
- 3 Stainless steel lifting chains with mounting hardware.

**Pump Performance:** 7900 GPM @ 43.93 FT. TDH (Duplex Operation)  
**Application:** Stormwater  
**Industry:** Municipal

**Total Investment including Freight will be:                    \$ 249,989.00**

**Note:**

- 1. Include Pump delivery onsite costs **(Included)**
- 2. The pump needs to be explosion proof UL or FM certification **(YES)**
- 3. Include pump additional monitor/control system in the total costs, but you can also list it as separate item, so we know how much it adds to the total **(Included)**
- 4. Include one witness test costs. **(Included)**
- 5. Quota these pumps with 100' Shielded cable each **(Included)**
- 6. Include the warranty information **(See Attached)**
- 7. Include other terms and conditions **(N/A)**
- 8. Include the sole source information. **(See Attached)**

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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**TERMS:** 100% 30 days NET.  
**FREIGHT:**  X F.O.B. factory, allowed to jobsite.  Prepay and add to invoice  
**START-UP:**  N/A  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:**  3  to  4  weeks after receipt of order  
**DELIVERY:**  24  to  26  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:  E.J. Bukowski/Matt Jurjovec

Title:

E.J. Bukowski – Sales Engineer  
 Matt Jurjovec, PE – Sale Engineer

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 SALE**

**TERMS**

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
  - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
  - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
  - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

*Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.*

**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.**



## **VAUGHAN CO., INC. PRODUCT WARRANTY**

Vaughan Co., Inc. warrants to the original purchaser/end user all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, transportation charges prepaid, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind and the purchaser by acceptance of delivery assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the purchaser, its employees or others. Vaughan Co. will not be held responsible for travel expenses, rented equipment, outside contractor's fees, or unauthorized repair service or parts.

This warranty shall not apply to any product or part of product which has been subjected to misuse, accident, negligence, operated in the dashed portion of the published pump curves, used in a manner contrary to Vaughan's printed instructions or damaged due to a defective power supply, improper electrical protection or faulty installation, maintenance, or repair. Wear caused by pumping abrasive or corrosive fluids or by cavitation is not covered under this warranty.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the purchaser/end user.

***THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.***

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.



## VAUGHAN CO., INC. PRODUCT WARRANTY EXTENSION

VAUGHAN CO., INC. EXTENDS ITS STANDARD 1 YEAR MATERIALS AND WORKMANSHIP WARRANTY TO 5 YEARS, PRO-RATED AS FOLLOWS:|

### TIME AFTER SHIPMENT

MONTHS:	12 from startup (not to exceed 18 from shipment) through 39	40 through 60
WARRANTY:	50%	25%

THIS WARRANTY APPLIES TO ANY WASTE WATER TREATMENT APPLICATION AS AUTHORIZED BY VAUGHAN CO., INC. ALL OTHER TERMS OF THE STANDARD 1 YEAR PRODUCT WARRANTY SHALL APPLY.

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Vaughan Co., Inc.

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Vaughan Co., Inc.

364 Monte Elma Rd.

Montesano, WA 98563

October, 2022

RE: City of Naperville - Sole Source Letter for Authorized Vaughan Representative

To Whom It May Concern,

This letter is to document that Gasvoda & Associates, Inc. (GAI) is the sole authorized Vaughan Representative for Northern Illinois & Indiana. And in particular, GAI is the "sole source" for Vaughan for the City of Naperville. As such they are the only company, which may pursue sales of Vaughan pumps and parts to the city. Please feel free to contact me at the number below if you have any questions or would like to discuss this.

Regards,

Kevin Hauser - Regional Manager

Vaughan Company, Inc.

364 Monte Elma Road, Montesano, Washington 98563

888.249.CHOP Toll Free / 360.249.4042 Extension 727 Office / 360.249.6155 Fax / 360.561.3561 Cell / Factory Hours 7AM-3:30PM PST

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