

PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC. 37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343 PH (815) 886-9200 • FAX (815) 886-4573

www.metropolitanind.com

TO: Mr. Kirk Koneiczka

DuPage County Facilities Management

421 N. County Farm Road Wheaton, IL 60187

DuPage Care Center	DuPa	ige	Care	Cent	ter
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Wheaton, IL

BIDS DUE: For Purchase

ENGINEER:	

TURNKEY INSTALLATION CONTRACT PROPOSAL

PROJECT:

We are pleased to provide a quotation for the following complete "Turnkey-Installation Contract", to install a Metropolitan "Metro-Prime" pump system: Metropolitan proposes to provide all necessary materials and labor to perform the following: Remove the existing pumps and controls. Install the new pumps as required and start-up as a complete turnkey project.

ITEM	QTY	DESCRIPTION
1	1	 New Equipment to Include: Qty. (2) Model 35MPC300 self-priming pumps with 4-inch discharge. Each pump is close coupled to a TEFC motor rated 208-Volt, 3-Phase, 1150-RPM, 3-HP. Qty. (1) U.L. listed duplex control panel with main disconnect, overloads, H-O-A switches, circuit breakers, Ion Intellipump smart logic controller, and high water alarm. Factory wired & tested in a NEMA-3R wall mounted enclosure. Qty. (1) Mechanical alternator switch with stainless steel float ball and rod. Qty. (1) 54-inch diam. steel basin cover with all required openings. Qty. (2) 4-inch check valves & gate valves with 4-inch piping as required from new pumps to existing.
2	1	 Scope of Work The existing pumps, controls, valves, and piping will be disconnected. Existing temporary pump will be utilized during this time. The new self-priming pumps will be installed with new cover, valves and piping as required. The new control panel will be mounted to wall and wired to existing power feeder. The new pumps and float switches will be wired to the control system After installation is complete Metropolitan will start-up and test operation of new pump system. All plumbing and electrical installation is included.

Cost to furnish & install pumps and accessories as described above is:.....\$51,220.00

Note: Unless otherwise noted above:

Taxes, permits, fees, payment & performance bonds are not included in price. Overtime is not included; work to be completed during normal business hours (except as noted). Price is FOB <u>Destination</u>, freight is included. Price includes one start-up trip per system. Additional service shall be billed at "Current Labor-Rates". Metropolitan's standard 12-Month warranty applies. Existing electrical feed to pumps is assumed adequate for the new pumps with no allowance for increased service. MBE, WBE, and Residency Requirements not included. Pricing firm for purchase & release within 30-Days only. Price-Escalation may apply: Price in effect at time of release to production.

TERMS: Net 60, in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

ACCEPTED:	QUOTE NO: <u>1124C21265</u> SUBMITTED: <u>9/9/25</u>
FIRM:	THIS QUOTATION VOID AFTER: 90 Days
	Signature on File
BY:	PREPARED BY:
TITLE:	
DATE:	Kent Swanson

STANDARD CONDITIONS OF SALE (Domestic Shipments)

1. TERMS

Standard terms are net -sixty days from date of invoice in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Products are sold F.O.B. Destination at Purchaser's address unless otherwise stated. Interest on overdue accounts shall accrue at the rate provided for by the Illinois Local Government Prompt Payment Act, (50 ILCS 505/1 et seq.)

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2 SALES AND SIMILAR TAXES

Applicable Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price. Purchaser may provide Company proof of state and federal tax exemption upon request.

3 DELIVERIES

Neither party shall be under any liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond the Party's reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. Destination as to company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the Company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder not to exceed twice the total amount(s) paid by Purchaser pursuant to this agreement.

CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly. All changes shall comply with the Illinois Criminal Code, 720 ILCS 5/33E-9.

7. TERMINATION

In the event the Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleted portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later date, same shall be acceptable on the following conditions only:

- (c) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (d) On the incompleted portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination".

8. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

9. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any time does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

10 FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

11. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the Purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the fair labor standards act of 1938 as amended.