

Kappe Associates Inc

Since 1946

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Emmaus PA 18049

Office 215 361-5700
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ewalters@kappe-inc.com

April 12, 2021

To: TJ Figaniak West Norristown

Project: Rittenhouse PS Duperon Dual Auger

Engineer: Gilmore & Associates

Kappe Associates Co-Star ID: 016-096

Mr. Figaniak:

Under the Terms and Conditions listed hereafter we are pleased to offer the following for your review and consideration.

- ONE (1) Duperon Dual Auger as seen in the attached scope of supply.
- ONE (1) Complete turn-key mechanical and electrical installation for the Duperon Dual Auger by Blooming Glen Contractors. Turn-key proposal includes but is not limited to shipment of the Dual Auger to our installer, mechanical installation and placement of unit to include all supports and discharge chute, all electrical connections and conduit run to power source, electrical connection to power source, installation of control or VFD, all start-up and training services if applicable. Includes removal of existing grinder, guide rails, & electrical wires. Existing equipment (Grinder) disposal is not included.

TOTAL SELLING PRICE: \$119,700.00

TOTAL SELLING PRICE TO INCLUDE CO-STAR DISCOUNT: \$113,700.00

Estimated Submittal creation 2-3 weeks

Estimated Delivery 10 weeks after approval

Please contact our office as necessary. Thank you.

Respectfully:

Evan Walters
Vice President
Kappe Associates



DATE: April 8, 2021

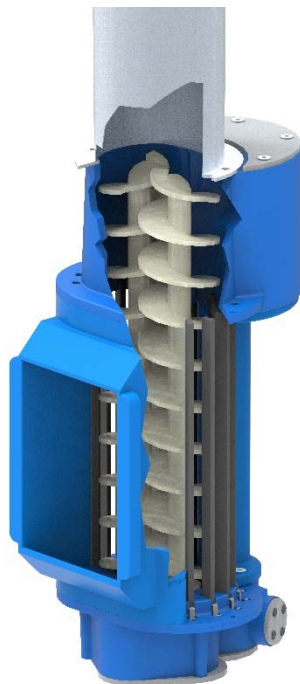
Dual Auger System - Beta Project P10855 R2
Rittenhouse Pump Station, West Norriton, PA

To:
TJ Figaniak
Gilmore Associates
tfiganiak@gilmore-assoc.com

Sales Rep:
Evan Walters
Kappe Associates, Inc.
(484) 347-4481
ewalters@kappe-inc.com

From:
Tammy Blanchard
Sales Project Manager
Duperon Corporation
(989) 754-8800
tblanchard@duperon.com

Mark Wilson
Regional Sales Manager
Duperon Corporation
(989) 401-7130
mwilson@duperon.com



Buy/Resell Firm Price

Proposal Number

P10855 R2

Rittenhouse Pump Station, West Norriton, PA



Scope of Supply:

(1) Duperon® Dual Auger System

- Beta Dual Auger System:
 - 1/2 HP Motor and gearbox with user adjustable VFD Drive.
 - 460V/3PH power
 - Discharge chute design with upper elbow to fit the Rittenhouse Pump Station
 - Inlet trough with built-in bypass
 - Dual Auger Design without any brushes or scheduled maintenance
 - Materials of Construction: SSSL304 & cast iron housings
- No Scheduled Lubrication or Maintenance
 - Accepts variable debris up to four inches, including wipes, stones, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - Durable 6 inch diameter x 4 inch pitch auger screws removes debris from barscreen and conveys through discharge chute to ground level.
 - Discharges into trash bin (by others).
 - Floating bar design keeps screen in constant contact with auger flights resulting in self-wiping/continuous cleaning action. No brushes needed.

Beta Unit – Firm Price:

Price is valid for 30 days.

Field Verifications by Kappe: 5 days after receipt of purchase order

FOA Drawing: 2 weeks after approved purchase order and field verifications received, based on workload

Equipment Delivery: 10 weeks after approval, based on workload

FOB Jobsite, Freight Paid

Beta Terms and Considerations:

Installation and Start Up:

Manpower and equipment resources provided by Duperon and Rittenhouse Pump Station:

1. Offloading by Rittenhouse Pump Station and supervised as required by Duperon
2. Uncrating and preparation for install of new equipment by Rittenhouse Pump Station and supervised as required by Duperon
3. All electrical disconnections and connections by Rittenhouse Pump Station and advised as required by Duperon
4. Fork truck/crane as required by Rittenhouse Pump Station (weight of the equipment is approximately 950 lbs pounds (empty))
5. Installation of equipment by Rittenhouse Pump Station and supervised as required by Duperon
6. Start up and training by Duperon – duration 1 day after start up

Utilities:

1. All required utilities shall be provided by Rittenhouse Pump Station including water, waste, and electricity (Rittenhouse Pump Station to confirm incoming voltage at site)

Monitor, Data Collection and Adjustments:

1. Parameters for data collection provided to Rittenhouse Pump Station by Duperon
2. Data collection by Rittenhouse Pump Station and transmitted to Duperon

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3. Regular equipment inspections by Rittenhouse Pump Station and communication with Duperon as necessary
4. Field adjustments by Rittenhouse Pump Station as requested by Duperon
5. Onsite inspection/adjustments by Duperon

Product Changes: During the testing of the equipment there may be product upgrades/changes to the machine.

Beta Test Site Terms:

As a participant in a Duperon Corporation, Beta project, Duperon shall offer the following special terms:

- Project price paid based on Duperon standard terms and conditions.
- Six-month test period, during which Duperon Corporation will have full access to manage any specific equipment adaptations to the site.
- **SATISFACTION GUARANTEED:** If, after a 6 month test period, the Rittenhouse Pump Station determines that it is dissatisfied with the performance of the machine for any reason, Duperon Corporation shall receive the machine: freight prepaid, power-washed and free from damage (in sale-able condition) within 30 days and return two thirds of the invoiced amount specifically excluding freight, site specific controls, stands, enclosures, etc.)
- Receipt of the equipment in less than acceptable condition shall result in charges to Rittenhouse Pump Station to cover the damages. Continued usage of the equipment beyond the 6 month period denotes final acceptance. Failure to pay the balance within 30 days shall be subject to interest charges based upon the unpaid balance.
- Price is firm for 30 days.

Beta Terms Warranty:

WARRANTY:

- Duperon shall provide a one (1) year warranty for parts and service, extended to cover all components during which natural wear shall occur. The warranty shall commence upon start-up and commissioning of the beta equipment. The equipment shall receive product upgrades as is appropriate during the test period.

Payment Terms for Beta Purchase:

- 15% Due upon submittal approval
- 55% Invoiced at time of delivery
- At the conclusion of the Test Period (180 days from start-up), remaining balance due
- All payments are due net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Clarifications:

- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 2 week's advanced notice in writing to schedule field service technician on site.
- Field services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will

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invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.

- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchor bolts.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the Dual Auger System
- Additional structure for seismic, wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Anchor bolts by others.
- Trash bin & Trash handling / disposal

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Order Processing:

To facilitate timely order processing and submittals, refer to this proposal number and please list purchaser contact, telephone, fax, and email with your purchase order. Please provide with your order a copy of trade references and, if tax exempt, please provide a resale or tax exemption certificate. Purchase Order should be sent to and payment remitted to:

Duperon Corporation
1200 Leon Scott Court
Saginaw, MI 48601
Ph. 800-383-8479
Fax 989-754-2175

KAPPE ASSOCIATES, INC.

APPLICATION ENGINEERS

100 Wormans Mill Court

Frederick, Maryland 21701

PH. (301) 846-0200 FAX (301) 846-0808

TERMS AND CONDITIONS OF SALE

This offer consists of sheets.

Sheet no .

Date submitted: 4-12-2021

TO: West Norriton

RE: Rittenhouse PS / Duperon Dual Auger

TERMS: NET 30 DAYS. SUBJECT TO APPROVAL OF CONTINUED CREDIT STATUS. 11/2% PER MONTH INTEREST ASSESSED ON ALL BALANCES OVER 30 DAYS OLD.

Payment and buy-back terms:

15% Due upon approved submittals net 30 days

55% Due delivery of equipment net 30 days

Remaining balance due upon conclusion of the test period (180 days) net 30 days

SATISFACTION GUARANTEED: If, after a 6 month test period, the Rittenhouse Pump Station determines that it is dissatisfied with the performance of the machine for any reason, Duperon Corporation shall receive the machine: freight prepaid, power-washed and free from damage (in sale-able condition) within 30 days and \$18,000.00 specifically excluding freight, site specific controls, stands, enclosures, etc.)

YOU MAY ACCEPT THIS OFFER WITHIN 30 DAYS OR UNTIL IT IS WITHDRAWN BY US, WHICHEVER FIRST OCCURS, BY SIGNING WHERE INDICATED BELOW AND RETURNING A COPY TO KAPPE ASSOCIATES, INC., OR BY SUBMITTING YOUR PURCHASE ORDER REFERENCING THE DATE OF THIS OFFER. If you have not yet received a contract to supply and/or install the goods described herein and/or a notice to proceed, please advise us of same as a part of your acceptance hereof. In such event, your obligations hereunder shall be contingent upon your receipt of same, and, notwithstanding that set forth below, the prices stated herein shall be firm for 60 days from the date hereof, provided that we shall have the right to cancel this transaction after being advised of the contingency, and provided you give us prompt written notice of your receipt of the contract award and notice to proceed. Otherwise, or if you fail to accept this offer as provided herein, we may charge such prices as may be in effect at the time of shipment THIS TRANSACTION SHALL BE GOVERNED BY THE TERMS AND CONDITIONS SET FORTH BELOW.

1. PAYMENTS. If Buyer requests that shipment be postponed after manufacture is commenced, payment will be due on Seller's notice that the goods are ready for shipment. Pro rata payments shall be made for partial shipments upon Seller's request.

2. FIELD SERVICES. Buyer may purchase field service in addition to these included in the foregoing proposal from Seller at a per diem rate of \$720.00 (including travel time), plus \$ 0.85 per mile travel, plus living expenses.

3. SHIPMENT. Shipments are made F.O.B. point of manufacture, with full freight allowed to the nearest recognized railway station or curb stop to the job site. Risk of loss shall be upon Buyer upon delivery of the goods to the carrier at the point of manufacture. Buyer shall provide and maintain for the benefit of Seller adequate insurance for the goods referred to herein until same are paid for in full. Seller does not guaranty shipment or delivery dates.

4. PRICES. Prices herein are firm provided: (a) a contract on the terms stated herein is formed within thirty days of the date hereof, (b) Seller receives Buyer's approval of Seller's drawings within 30 days of Seller's issuance thereof, (c) Buyer accepts delivery and makes payment when the goods are ready, and (d) Buyer makes pro rata payments as and when billed for partial shipments. Otherwise, Seller shall be permitted to charge such prices as may be in effect as of the date of shipment; provided that if shipment is for any reason deferred for more than 12 months from the date a contract of sale is formed between Buyer and Seller, Seller may charge the prices in effect as of the date of shipment not to exceed an escalation of 2% per month from the expiration of the aforesaid 12 month period to the date of shipment.

5. TAXES. Buyer shall be responsible for any sales, use or other tax levied at any time by any local, county, state or federal government. Buyer shall provide any exemption or resale certificate, and shall be responsible for all penalties and interest if same is not accepted.

6. SELLER'S LIMITED WARRANTY; DISCLAIMER. Seller warrants to repair or replace, at Seller's option, any equipment, parts or other goods sold hereunder which are found by Seller to be defective in material or workmanship under normal and proper use within one year from the date of shipment, F.O.B. point of original shipment. Seller further warrants to refund monies

paid by Buyer for services rendered by Seller, which services are found by Seller to be improper or defective. This warranty shall not cover damage due to improper data or instructions supplied by or on behalf of Buyer, decomposition by chemical action, wear caused by the presence of abrasive materials, damage caused by improper storage or handling at the job site, or damage caused by accident, negligence, alteration, abuse, misuse, or failure to follow manufacturer's instructions. Seller makes no other warranties, express or implied, respecting the goods and services provided to Buyer, except as set forth in writing herein. No written or oral warranty or representation made by any person of entity (including, without limitation, the manufacturer of any equipment or other goods sold by Seller) shall be attributed to or become the responsibility of Seller. Seller makes no warranties respecting the speed, capacity, suitability, performance, reliability or other characteristics of the equipment or other goods sold hereunder. There are no warranties implied herein arising from any course of dealing, trade usage or custom, or otherwise. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION ON BUYER'S REMEDIES. If, notwithstanding the above, a court or arbitration panel of competent jurisdiction determines that Seller owes additional warranties or other obligations to Buyer (including, without limitation, those imposed by the Uniform Commercial Code, other statutes, the law of torts, or any purported agreement between the parties),

Seller's liability for same shall be limited to (in the case of the sale of goods) accepting return of the goods F.O.B. point of original shipment, refunding payments previously made less depreciation at the pro rated annual rate of 15%, and canceling Buyer's further payment obligations; and (in the case of the sale of services) a refund of payments made for those services deemed improper. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES OR REMEDY EXCEPT THAT SET FORTH HEREIN. WITHOUT LIMITATION, SELLER SHALL NOT BE LIABLE FOR, AND BUYER COVENANTS TO MAKE NO CLAIM FOR, LOSS OF USE, LOSS OF REVENUE, DAMAGE TO PROPERTY, DAMAGE FOR DELAY, OR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LIMITATION SHALL APPLY WHETHER THE BUYER'S CLAIM IS BASED UPON BREACH OF CONTRACT, TORT, VIOLATION OF STATUTE, THE FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES SET FORTH HEREIN, OR OTHERWISE. No claim of any kind or description may be brought against Seller after the expiration of six months from the date of delivery of goods or services.

8. COMPLIANCE WITH STATUTORY, REGULATORY, SAFETY AND LICENSING REQUIREMENTS. Seller does not warrant or represent that the goods sold hereunder comply with statutory, regulatory or safety requirements, or that any goods or services sold hereunder shall render any site, project, equipment or other item in compliance with statutory, regulatory or safety requirements. It is agreed and understood that Seller has relied upon information and instructions supplied by or on behalf of Buyer in supplying the goods and services referred to herein. It shall be Buyer's sole responsibility to obtain all required permits and licenses, and to assure that the goods sold hereunder will, when installed and put in use, comply with all statutory, regulatory and safety requirements. Buyer agrees to defend, indemnify and save harmless Seller, its agents, employees and affiliated persons and entities, against any and all claims, suits, demands, losses, attorneys fees, costs, damages or liabilities arising out of or related to any matter in which it is averred in whole or in part that the goods sold hereunder were or became unsafe, improper, unsuitable, dangerous or otherwise such as to cause harm to any person or property, or that the services provided hereunder created or failed to prevent such conditions, whether or not same resulted in whole or in part from any claimed or actual negligence or other fault on the part of Seller, including, without limitation, matters pertaining to assertions of improper operation, design, safety features, performance, installation or otherwise, except for breaches of Seller's warranty as set forth above.

9. NONPERFORMANCE; CANCELLATION. Seller shall be excused from performance hereunder to the extent that same has been delayed, prevented or rendered commercially impracticable (in Seller's reasonable judgment) by virtue of causes beyond Seller's reasonable control, including, without limitation, strikes, changes in manufacturer pricing, fires, prior sales, government action, unanticipated Job site conditions and otherwise. Buyer may cancel this agreement upon payment to Seller of expenses already incurred, anticipated profits, and other loss or damage said cancellation causes to Seller.

10. CREDIT APPROVAL. All sales are subject to final credit approval by Seller. Seller may suspend or terminate any delivery or performance hereunder in the event that Seller determines in its reasonable judgment that Buyer represents an inappropriate credit risk, or if Buyer fails or refuses to provide to Seller reasonable security and assurance of payment.

11. SECURITY INTEREST. Buyer hereby affords Seller a recordable security interest in all goods sold hereunder pending full and final payment of all sums due and owing by Buyer to Seller.

12. DISPUTE RESOLUTION. All disputes between Seller and Buyer arising out of the transaction referred to generally herein, directly or indirectly, shall, at the option of Seller, be resolved by way of an arbitration conducted pursuant to the Rules of the American Arbitration Association, including, without limitation, Seller's claim for payment, Buyer's claims for breach of warranty, tort or violation of statute, or Buyer's claims for indemnification or contribution. In the absence of fraud, the award of the arbitrators shall be deemed final and binding and judgment may be entered thereon in any court of competent jurisdiction. Seller may suspend all deliveries under any installment agreement pending resolution of any such dispute. Whether through litigation or arbitration, if Seller is awarded any damages against Buyer on account of Buyer's failure to pay sums properly due and owing to Seller or otherwise, or if Buyer makes any claim against Seller which is found in whole or in part to be improper, precluded hereby or not meritorious, then Buyer shall pay all of the costs and expenses incurred by Seller pursuant thereto, including, without limitation, counsel fees and expert costs. Seller shall be permitted to make claim for said costs and expenses during the course of any such litigation or arbitration, without the necessity of filing a separate Motion or awaiting the favorable termination of same. Buyer hereby consents to jurisdiction and venue in any state or county in which Seller maintains an office, or in the state and county to which the goods or services referred to herein were delivered or rendered, and at no other place, at Seller's sole option.

13. MISCELLANEOUS.

- (a) No addition, deletion, alteration, amendment or change order (whether written on or appended thereto, or contained in any separate document) shall be legally binding on Seller unless approved in writing by an officer thereof, whether or not Seller ships or otherwise performs hereunder. Seller agrees to be bound by no different or additional terms and conditions except those set forth herein.
- (b) Seller's waiver of any provision or breach hereof shall not be deemed a waiver of any past or future compliance herewith, or of such provision at any past or future time.
- (c) These terms and conditions contain the entire agreement between the parties with respect to the transaction contemplated herein, and bind the successors and assign of the parties hereto.
- (d) Buyer covenants that it shall make no claim inconsistent herewith, or against any agent, employee, representative or affiliated person or entity of Seller.
- (e) This offer shall remain open for acceptance for 30 days from the date submitted, or until withdrawn in writing by Seller, whichever first occurs.
- (f) To the extent this offer makes reference to certain section numbers or portions of specifications, such references are for the purposes of convenience only, and Seller shall not be obliged to furnish all equipment described therein. Seller shall only be required to furnish that specifically listed in this offer (whether or not

other items are required but omitted from drawings or specification. Seller reserves the right to assign orders directly to its principals.

- (g) Notwithstanding any provisions in any documents heretofore or subsequently forwarded from Buyer to Seller, including without limitation provisions stating that Buyer shall not accept terms and conditions different than or additional to those set forth in such documents. Buyer agrees that in all events Seller shall be considered the offer or in this transaction, and that the terms and conditions stated herein shall constitute the sole terms and conditions of the offer. This is not an invitation to make an offer. Buyer's acceptance of any goods or services provided by Seller shall constitute Buyer's acceptance of these terms and conditions and the formation of a contract of sale inclusive of same, whether or not Buyer has signed these terms and conditions or otherwise asserted hereto.

Accepted this day of

Submitted This:

By _____

By: Evan Walters V.P.
For KAPPE ASSOCIATES, INC. (Seller)

Title: _____