



Natare Corporation
5905 West 74th Street
Indianapolis, IN 46278-1786
(317) 290-8828 | (317) 290-9998 (fax)
www.natare.com
An Employee-Owned Company

Quotation and Agreement

Saratoga Park Pool

Document Number: 45622

Document Date: 11/26/2024

Sent via email: rec@saratogawyo.org

Carter Edwards

Town of Saratoga

110 E Spring Ave

Saratoga, WY, USA 82331

Project: Saratoga Park Pool

Location: Saratoga, WY 82331

Reference: Filter Laterals & Diffuser

Bid Date: N/A

We are pleased to submit our quotation and the terms of the sale of the equipment, materials and services as detailed and itemized on the attached schedule.

Payment Terms: Prepaid

Payment terms as listed above are subject to review of credit and project information.

Please check the box and initial if the above terms have been reviewed and are acceptable



FOB Point: Our offer is FOB, Indianapolis. Freight to the project site IS NOT included. A freight estimate is shown or will be provided upon request. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

This quotation is valid for Acceptance By: December 10, 2024 *After this date our proposal is subject to repricing*

This quotation is valid for Shipment By: February 8, 2025 *After this date our proposal is subject to repricing*

Terms and Conditions

Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.

This Quotation is deemed accepted upon execution of the Quotation by authorized representatives of Purchaser and Natare, or by the use of the Quotation or disclosure of the identity of Natare in Purchaser's bid documents, or such other acts as may be defined hereafter.

NATARE Corporation ("Natare") agrees to sell to Purchaser the equipment, materials and/or services that are detailed and itemized on the attached schedule(s), solely upon the terms and conditions stated herein, which terms are stated on the face or reverse of any part hereof or incorporated by reference. By signing below or accepting goods or services pursuant to this proposal, Purchaser agrees to all such Terms and Conditions.

Accepted this _____ day of _____, 20____ NATARE CORPORATION (Seller)

Purchaser: _____

By: _____

Collin Clevenger (317) 222-3670 (direct)

cclevenger@natare.com

Purchaser acknowledges that the information, pricing and materials contained herein constitute confidential and proprietary information which is the sole property of Natare Corporation, and that such information shall not be disclosed to any third party or used by Purchaser in manner other than required by the awarding authority.

Notwithstanding provisions contained on the front side hereof, this Quotation & Agreement ("Quotation") shall not be binding on Natare Corporation (hereinafter called "Natare") until accepted in writing by Natare's duly authorized officer or representative. In the event that there is any conflict between the provisions of any other document and this Quotation, the terms of this Quotation shall govern. The term "Purchaser" as used herein refers to the party identified on the reverse side hereof ordering, receiving or accepting goods, services, items, equipment and/or supplies (hereinafter called the "Items") from Natare and said ordering, receiving or accepting of the Items shall constitute acceptance of all Terms and Conditions contained in this Quotation, at Natare's sole discretion.

Natare has relied upon information provided by Purchaser or from plans, specifications or other documents in preparing this Quotation. Purchaser agrees to verify the accuracy and completeness of quantities, dimensions and work to be performed hereunder, as well as compliance with any applicable plans and specifications. Only the Items and quantities on the attached equipment schedule are to be provided. No additions, changes, or deletions will be made to the Items, except upon written confirmation of such changes by Natare to Purchaser. Natare shall not be liable for any conflict between the Items, dimensions or quantities listed or any itemized bill of material in either the plans or specifications. If any additional Items or quantities are required by the Purchaser, such Items shall be considered "Optional Extras", and shall be sold by Natare at its sole discretion, to Purchaser at the current Natare prices related thereto. All of such Optional Extras shall be subject to the Terms and Conditions of this Quotation. This Quotation is subject to approval of Purchaser's credit. Natare may at any time decline to make any delivery except upon receipt of payment or security or upon such other terms as are satisfactory to Natare's credit department.

The Items to be supplied by Natare may be subject to Purchaser's or other's approval of Natare's shop drawings, data sheets, prints, drawings or related documents, (the "Submittals"). Natare agrees to provide such Submittals within a reasonable time after it receives from Purchaser all required documents and information necessary for the preparation of such Submittals. Once reviewed, approved or returned by Natare to Purchaser or other parties, the Submittals shall govern as to the details of the Items. Natare shall rely on such approvals throughout the furnishing of the Items. In the event any of the Items on the Submittals are disapproved, Purchaser shall notify Natare promptly. Regardless of such disapproval, Natare shall have no obligation to furnish any equipment or services other than that originally described in the Quotation. Natare shall not be liable for any conflict between the Items and the requirement of any law, code, ordinance, plans, specifications or other contract documents. Any such Submittals are expressly incorporated into this Quotation.

This Quotation assumes shipment of the Items by the date specified herein, or within a reasonable period of time if no date is designated. If shipment is delayed for any reason beyond the date specified above, or beyond a reasonable period of time if no date is specified, the prices for the Items shall be subject to increase at Natare's sole discretion. Natare may, at its sole discretion, furnish the Items to Purchaser in partial shipments. Purchaser shall pay for partial shipments as received and according to the terms and conditions of Natare's accompanying invoices. In the event Purchaser fails or refuses to pay for any partial shipment or delivery according to the terms of the accompanying invoice, Natare shall be entitled, without notice and at its sole discretion, to suspend its work hereunder and forgo further work and shipments until such invoices are brought current. Natare shall have no further obligation hereunder until and unless Purchaser shall have performed all payment obligations. Natare may recover any additional costs it has incurred by virtue of such suspension of work and the default of Purchaser, including reasonable attorneys' fees.

Unless otherwise agreed in writing, terms of payment are net cash, due upon receipt. In the event any invoice is not paid within thirty calendar days, after the date thereof, Purchaser shall pay a late payment fee on the unpaid amounts at the rate of 1 1/2% per month on any outstanding sums from the due date thereof until date of payment. Purchaser shall also pay all collection costs of Natare on any delinquent amounts, including but not limited to, any and all court costs and attorneys' fees, regardless of any off-set or claim by Purchaser whether by Court action or negotiation. In the event of Purchaser's breach or default regarding any Term or Condition of this Quotation, Natare shall be entitled to recover all consequential and incidental damages caused by such breach or default, including without limitation all attorneys' fees, costs and expenses incurred in enforcing the Terms and Conditions of this Quotation. All such invoices are expressly incorporated into this Quotation.

Shipments by Natare to Purchaser or to the designated delivery point shall be "FOB Origin", unless otherwise specifically agreed by Natare in writing. Purchaser acknowledges that the delivery date is only an estimate of delivery based upon acceptance in writing on this contract date and not a guaranty. Natare may, at its sole discretion, extend the time of delivery for a reasonable period of time. Natare shall not be responsible or liable for any delay in production or delivery of the Items resulting from or arising out of: (a) incorrect or incomplete plans, specifications or working data; (b) strikes, labor disturbances, riots, shortages of labor or materials; (c) foreign or domestic embargoes or seizures; (d) acts of God, insurrections or war; (e) any law, ordinance, regulation, or ruling that impacts Natare's production or delivery hereunder; (f) shortages and absence of transportation or routes; (g) acts or occurrences impacting the transportation or production of the Items or any ingredients used in or connection with respect to the delivery of Items; or (h) any events beyond Natare's control. Purchaser assumes responsibility for ensuring that jobsite or delivery point is at all times freely accessible to the delivering carrier or Natare's personnel. Natare shall be entitled to an equitable adjustment to the price stated herein and the time of delivery in the event that it is delayed in the manufacture or shipment by causes beyond its control or by the acts or omissions of Purchaser. The risk of loss of the Items shall pass to Purchaser as soon as they are delivered to Purchaser at its place of business or at the place designated for delivery herein. If no such address is designated, then the risk of loss shall pass to Purchaser as soon as the goods are ready for delivery and without regard to a notice thereof.

Natare makes no representation or judgment regarding the suitability, performance, adequacy, completeness, accuracy, or legality of Purchaser's designs or of any plans and specifications applicable to the Project (as defined on the preceding page), or any engineering related thereto, and specifically disclaims all liability therefore. A general description of the Items included in this Quotation shall not constitute a warranty or representation of qualities and characteristics of the Items. Natare makes no representation, warranty or guaranty as to the suitability of any goods or Items for any particular purpose and will not be responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory, or contractual), including special building or construction codes. Natare provides no warranty or representation regarding the Items that is not expressly stated herein, and any other such representation or warranty is hereby disclaimed. No agent or representative of Natare shall be authorized to alter or amend the terms of this Quotation without the written approval of a duly authorized officer of Natare.

Natare further expressly disclaims any implied warranty of fitness for a particular purpose or implied warranty of merchantability. Natare also does not provide any warranty for claims arising from: normal wear and tear; undue wear and tear; damage or failure due to accident, misuse, abuse, neglect or other conditions exceeding normal use; improper or incorrect operation or maintenance; any use of the product other than the particular use for which the product was intended; structural or earth movements; or acts of God.



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Purchaser shall furnish Natare with written notice and reasonable evidence of any claimed defect in the Items promptly upon delivery and in any event no later than (10) calendar days after delivery. In the event that such notice and evidence is not furnished as required herein, Natare shall have no liability for such claimed deficiencies. In any event, Natare's liability hereunder shall be expressly limited to correction or replacement of the Items, or prorated refund of the contract price, as Natare shall in its sole discretion determine. Except as set forth above, Natare shall have no liability for any damages in connection with the furnishing of the Items to the Purchaser, whether direct or indirect, general, special or consequential, or for any expense, cost, damage or loss of any nature whatsoever, including any penalty or liquidated damages. Failure of Purchaser to provide to Natare written notice of defect within ten (10) calendar days after delivery (or completion of installation, if applicable), shall constitute irrevocable acceptance of the materials and workmanship by Purchaser, and an admission and acknowledgment by Purchaser that the materials and workmanship so furnished fully comply with all terms, conditions and specifications of this Quotation. Natare's maximum liability hereunder shall in no event exceed the purchase price attributable to the materials or workmanship ultimately proved to be defective or unsuitable. No back charges, charge backs, or holdbacks by Purchaser will be honored by or enforceable against Natare unless first approved in writing by an authorized representative of Natare before such back charge or expense is incurred.

Purchaser shall hold Natare harmless of and from, and defend and indemnify Natare against, any claim brought against Natare for any alleged or actual infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Natare's use of designs, plans engineering processes, or formulas supplied, determined or requested by Purchaser, including without limitation, attorneys' fees incurred in the defense of such claims. All technical advice, data and recommendations supplied by Natare are furnished and intended only for use of and by persons with the skills and knowledge to apply the information. Natare assumes no responsibility for the use of such information by Purchaser, its employees, agents, or subcontractors.

To the fullest extent permitted by law, Purchaser assumes all liability and expense which may arise out of the injury, sickness or deaths sustained by any individual, or damage to or destruction of any property, by reason of the delivery, supply or use of the Items and/or any defective, faulty, or improper workmanship on the Project. Purchaser shall defend and indemnify Natare and hold it harmless against and from any and all such claims, lawsuits, actions, damages, expenses, judgments, demands, costs and losses, including reasonable attorneys' fees arising out of such delivery, supply or use of Items and/or defective, faulty, or improper workmanship on the Project. This obligation of indemnity shall apply regardless of whether the damages, injuries, expenditures or attorneys' fees or costs are necessitated by the negligence, including the sole negligence, of Natare, its employees, agents or representatives.

Unless expressly agreed in writing, Natare shall not be liable or responsible for the payment or cost of any federal, state or local taxes, fees, assessments or the procurement of bonds, permits, or licenses which may be required for or which may result from Natare's performance hereunder, or to provide or pay for surety in any form for Natare's performance hereunder.

Except for purposes of qualifying as a claimant or intended beneficiary of any payment and performance bond on which Purchaser, or an entity in direct contract or privity with Purchaser, is a principal, Natare shall not be considered a subcontractor on any project for which the goods sold hereunder are intended to be used. Natare specifically disclaims compliance with any federal, state or local law, ordinance or regulation with respect to qualification to do business in any state other than Indiana, unless expressly agreed in this Quotation.

Purchaser grants Natare a security interest in all Items described in this Quotation and in the proceeds therefrom to secure payment of the purchase price and all liabilities hereinafter owing, including costs of collection and attorneys' fees. Purchaser authorizes Natare to file financing and continuation statements relating to the Items signed by Natare only. Natare shall have all remedies of a secured party available under applicable law upon Purchaser's default or when Natare shall find reasonable grounds for insecurity. In the event that Natare shall find reasonable grounds for insecurity in Purchaser's performance, or upon default, Purchaser authorizes Natare to communicate with Purchaser's contracting parties and their privies regarding the moneys due to Purchaser, and to secure payment of the Items by requesting the issuance of a joint check or direct payment from such contracting party.

This Quotation, and all documents incorporated herein, are intended by Natare and Purchaser to be the final, exclusive and complete statement of the Terms and Conditions of the agreement between Natare and Purchaser. Terms and conditions as herein written shall supersede all previous communications, agreements or contracts, written or verbal, and no understanding, agreement, term, condition, trade custom or a course of dealing between the parties shall be binding on Natare or shall be admissible to explain or supplement any term or provision expressed herein. No waiver or modification of the Terms and Conditions hereof shall be effective unless in writing and signed by both parties. Acceptance of this Quotation is limited to the terms contained herein. Any terms contained in any purchase order or other document that is different from, inconsistent with, or additional to the Terms and Conditions herein shall be void. Waiver by Natare of any default by Purchaser hereunder shall be in writing, and such waiver shall not be deemed a waiver by Natare of any other default other than the default specifically waived. This Quotation and any written amendments or supplements hereto shall be binding upon and shall inure to the benefit of Natare and Purchaser, and their respective heirs, assigns, personal representatives, and successors in interest. To the extent any portion or covenant of this Quotation may be held invalid or legally unenforceable by a court of competent jurisdiction, the remaining portions of this Quotation shall not be affected and shall be given full force and effect.

This Quotation shall be governed by, and interpreted, enforced and construed in accordance with the laws of the State of Indiana. Purchaser hereby submits itself to both the subject matter and personal jurisdiction of the state or federal court of the State of Indiana, and waives any objection thereto. Purchaser agrees that any action hereunder shall be brought in either the state court of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division.

REV 5/11



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Quotation and Agreement

Saratoga Park Pool

Document Number: 45622

Document Date: 11/26/2024

Project: Saratoga Park Pool
Location: Saratoga, WY 82331
Reference: Filter Laterals & Diffuser
Bid Date: N/A

Natare Corporation
Collin Clevenger (317) 222-3670 (direct)
317 290-8828 • 800 336-8828
cclevenger@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Project Pricing Summary

Interanals For Microcell Single Tank Filter (22600.101)

Three Lateral Assemblies
Slotted Schedule 40 PVC Pipe
One Diffuser Assembly
Schedule 40 PVC Pipe With Diffuser Heads
Furnished Only

Additional Items and Services Included

Operation & Maintenance Manual

Saratoga Park Pool	Total of Above:	\$ 2,910.00
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Note: All prices are in US Dollars

Sales and Use Tax NOT Included

Freight, Transportation and Related Charges

Our offer is FOB, Indianapolis. Freight to the project site IS NOT included. A freight estimate is shown or will be provided upon request. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

Please Note: Freight estimates are based upon a single shipment for all items. If the project schedule requires staged or multiple shipments, additional costs will be incurred.

ADD (Estimated)	1	Ea.	\$	122.03
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We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Project Pricing Summary

Work By Others (not included in above pricing)

Receiving, unloading, hoisting, and locating materials at pool area
Health Department permit application (if required)
State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.
Earthwork including excavation, backfill, dewatering, soils disposal
Demolition, removal, and disposal of existing materials
Concrete including, footings, floor slabs, deck slabs and grout
Structural and misc. steel, except as noted, including deck pans
Finish paint/coating of steel supports
Pool mechanical, chemical feed, deck, maintenance, and safety equipment
Plumbing work including piping and valves
Electrical work including bonding of pool components
Equipment enclosures and storage rooms

Comments, Notes and Clarifications

- 1.0** All prices are in US Dollars
- 2.0** Prevailing wages and or union wages are NOT included in the above pricing
- 3.0**
- 4.0**



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We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

We specifically do not include, without limitation, the following:

Sales, use or value-added tax, permits or permit charges, governmental fees or licenses, unless specifically included
Duties, customs fees or tariff, import fees, should any be assessed or required
Performance Bonds, Payment Bonds or Surety Bonds, unless specifically included
Special or export packaging, customs clearance, special documentation or legalization
Engineering, architectural or technical services other than specifically included
Receiving, unloading, hoisting, storage of materials or locating materials near the work area
Trash removal, dumpsters, temporary sanitary facilities, storage trailers, scaffolding, or site offices
Accommodations for weather conditions, temporary enclosures, temporary heat and fans
State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.
Protection of existing work and finishes
Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.
Surface preparation beyond broom cleaning the pool.
Managing and coordination of pool opening including chemical balance and required inspections.
Installation, set-up or on-site assembly of any items, except as specifically included in this proposal.
Commissioning or start-up of equipment or systems, unless otherwise noted.
Draining or filling of the pool, dewatering, maintaining proper dewatering or hydrostatic pressure relief
Earthwork including excavation, backfill, dewatering, shoring, and drainage systems.
Demolition, unless noted otherwise.
Concrete and Masonry work including saw cutting and grouting
Structural, foundation work, bracing or shoring, site work, grade work or fill.
Steel and Metal work, unless otherwise noted, work including re-bar and deck pans.
Carpentry work including, form work, bracing and shoring.
Paint, painting, coatings, waterproofing, fire stopping, sealants and caulking unless otherwise noted.
Piping, plumbing, interconnecting piping, fittings, valves or connections (unless otherwise noted).
Mechanical work including plumbing, gas, fire protection, and HVAC
Electrical work, including bonding/grounding/earthing, final connections, motor starters and disconnects.

Our offer is subject to the following:

The equipment, materials and/or systems offered in this proposal are of Natare design and manufacturer. We will furnish only the materials, items and services as listed on this quotation, subject to our standard technical data and technical bulletins, subject to our standard installation procedures, warranties and guarantees. Upon notice to proceed under this contract, installation details and submittal documents will be provided illustrating the materials and procedures to be utilized. Once reviewed, accepted or approved, these details and submittal documents shall be the basis for accepting and installing the materials and inspecting or acceptance of the actual installation. In the absence of such details or submittal documents, Natare's standard technical data, program and procedures will govern.
Any installation or labor services included in this quotation assume unrestricted work hours, unrestricted access to the project site, and do not include overtime, the use of local labor, workers with any particular union affiliation or mandatory wage rates.

Freight, Shipping, and Delivery

Our offer is FOB, Indianapolis. Freight to the project site IS NOT included. A freight estimate is shown or will be provided upon request. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

Fabrication will require at least 8-10 weeks from receipt of order, credit approval, and approval of shop drawings. Subject to change.

We appreciate your consideration of Natare as a supplier for this project.

We hope we have adequately described the scope of our offering and welcome the opportunity to discuss this project with you.

This Quotation and Agreement is for convenience only and is subject to confirmation by Natare and the acceptance by the purchaser of Natare's terms and conditions of sale, including those disclosed on the face and reverse hereof and incorporated herein by reference.