



Division of McNish Corporation

Dedicated to the
Water and
Wastewater Industry

Walker Process Equipment

Division of McNish Corporation

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December 6, 2024

**TO: Donohue Associates
Attn: Jeff Wills**

**SUBJECT: Sheboygan WWTP, WI
Heat Exchangers**
PROPOSAL NO.: 24-0130S-1

Dear Sir or Madam:

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

Section 46 73 42 -- Two (2) E2500 Concentric Tube Heat Exchangers

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg. 2, 3
Scope of Supply and Clarifications	Pg. 4, 5
General Items	Pg. 6, 7
Terms and Conditions of Sale	Pg. 8 – 11
Mechanical Warranty	Pg. 12

If we can furnish any clarifications or additional information, please contact our Representative, **Rich Hussey of LAI at 847.989.5422**. We look forward to the opportunity of working with you for the supply of this equipment.

Sincerely,
WALKER PROCESS EQUIPMENT
Division of McNish Corporation

Lane G. Sheldon
Regional Sales Manager

PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes.

Our pricing includes a maximum of seven (7) hard copy service manuals unless a greater number is specified in the project specifications. If requested, WPE will supply the electronic version of the O & M Manual in PDF format. The rights to the content of WPE O & M Manuals and drawings belong solely to WPE. WPE reserves the right to revise the content at any time.

NOTE: Please refer to the following pages for clarifications to our scope of supply.

<p>46 73 42 --- Two (2) E2500 Heat Exchangers. . . . \$ <u>282,400.00</u></p>
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CONDITIONS OF SALE: This offer to sell is expressly made subject to the following requirements: WPE means Walker Process Equipment Division of McNish Corporation.

Your purchase order must be received by WPE not later than January 10, 2025. Please note that prices quoted are not firm and are subject to Price Adjustment per item 11 listed under Terms and Conditions of Sale attached hereto and made a part of this Proposal

WPE proposes to supply all equipment and materials listed in this Proposal as a material supplier only and not as a subcontractor.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

PAYMENT AND PRICE TERMS:

- 15% net 30 days upon receipt of approved submittal.
- 80% net 30 days upon shipment of materials, or upon offer to ship.
- 5% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. This offer to sell does not include bonds of any kind, which the purchaser may require.

ESTIMATED SCHEDULES:

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project managers will work with you to coordinate our shipments with your construction schedule and expect you to expedite a timely turnaround of our submittal for approval. WPE will not be held responsible for delays or shortages of materials caused by our suppliers and/or by conditions beyond our control and under no circumstances will be liable for liquidated damages.

We estimate that we can ship fabricated materials in accordance with the schedules listed within each of the proposed items of this proposal.

Approval Schedules are shown in weeks after receipt of **order with complete information**. Shipment schedules are shown in weeks after **receipt of final Approved Submittal**.

SCHEDULES STATED WITHIN THIS PROPOSAL ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER. ALL SHIPPING AND DELIVERY DATES ARE BASED UPON AVAILABILITY OF MATERIALS, SUPPLIES AND LABOR AND WE WILL NOT BE LIABLE FOR DELAYS CAUSED BY SHORTAGES IN MATERIALS CAUSED BY EVENTS BEYOND OUR CONTROL.

If approved Submittals and/or requested verified tank dimensions are not received by WPE within six (6) weeks of initial transmittal, WPE shall be entitled to a reasonable extension of the Shipment Schedule and Contract Price.

TERMS AND CONDITIONS:

Refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

FIELD SERVICE:

If our scope of supply indicates the price includes the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or

instruction of plant personnel as noted in the "Scope of Supply", refer to the attached General Items regarding our Terms of Field Service.

SCOPE OF SUPPLY

SECTION 46 73 42 DONOHUE SPECIFICATIONS: HEAT EXCHANGERS

Two (2) Concentric Tube Heat Exchangers, each with a rated capacity of 2,500,000 BTU/HR.

Sixteen (16) tube units with double pass water and double pass sludge piping arrangement. Each pass consisting of eight (8) tubes.

WALKER PROCESS WILL SUPPLY:

- **Sludge Tubes – 4” diameter – eight (8) tubes per pass**
- **Water Tubes – 6” diameter – eight (8) tubes per pass**
- **Sludge and Water adaptors and return bends**
- **End Tube Sheets, frame, top and side housing panels**
- **Insulation**
- **Thermometers**
- **Lifting eye bolts**
- **Anchorage type 304 stainless steel**
- **Shop Inspection** by an inspector holding a Nation Board Commission certifying that construction conforms to the latest revision of the ASME Code. The ASME "U" symbol will be stamped on the heat exchanger nameplate.

PAINTING: Ferrous surfaces of all factory assembled equipment will be prepared in accordance with SSPC-SP7 and given one (1) shop primer coat of Sherwin-Williams Macropoxy 646 PW, 3.0 to 5.0 mils dry film thickness and one (1) shop finish coat of Sherwin-Williams Acrolon 218 HS, ANSI #70 Gray, 3.0 to 6.0 mils dry film thickness.

Aluminum, stainless steel, galvanized steel, plastic, and other special materials will not be painted.

STORAGE: The Heat Exchanger should be placed in a covered area and protected from freezing.

FIELD SERVICE: As required, but not to exceed one (1) trip and one (1) day of mechanical service, each unit.

ESTIMATED SCHEDULE: Based on current deliveries by suppliers and our projected work load, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULE COMMITMENTS ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

Submittal of Approval Drawings 8-10 weeks
Shipment, after Receipt of Approval. . 32 – 34 weeks

EXCLUSIONS: The following are not included in this offering.

1. Boiler
2. Sludge piping, fittings, or valves
3. Water piping, fittings, or valves
4. Adhesive dispenser for any adhesive anchors, if used
5. Sludge and water supply piping pressure relief valves
6. Sludge recirculation pump, motor, or controls
7. Building hot water pump, motor, or controls
8. Digester temperature controls
9. Concrete work or erection

NOTE:

1. WPE does not provide information for any construction permits, installation permits, operating permits, or related documents which may be required by Local or State Authorities.
2. If sludge and water supply piping relief valves are specifically noted within this proposal as being supplied by Walker Process, all associated relief valve mounting spools and drain piping are not provided by Walker Process. All pressure relief valves are shipped separately and are to be field installed in the sludge and water supply piping by the installing Contractor.

*WPE HEATX HEAT TRANSFER AND HYDRAULIC HEAD LOSS PROGRAM HEATX
 01.XLS - REV 21 - 6/2/2023*



Sheboygan *DATE: 12/06/24*
Two pass unit, one pass Calculations *BY: Lane*
24-0130S

SLUDGE SPECIFIC GRAVITY 1.000
 SLUDGE VISCOSITY 1.00 cSt
 SLUDGE SPECIFIC HEAT 1.00
 BTU/(LBm-°F)

THIS IS A SLUDGE HEATING APPLICATION

PROCESS HEAT TRANSFER REQUIRED	UNKOWN BTU / HR
EXCHANGER WATER TUBE MATERIAL	SA 53 E/S ALLOY STEEL
EXCHANGER WATER SIDE TUBE	6 INCH SCH 40 PIPE
EXCHANGER WATER SIDE TUBE WALL THICKNESS	0.280 IN
EXCHANGER SLUDGE TUBE MATERIAL	SA 53 E/S ALLOY STEEL
EXCHANGER SLUDGE SIDE TUBE	4 INCH SCH 40 PIPE
EXCHANGER SLUDGE SIDE TUBE WALL THICKNESS	0.237 IN
EXCHANGER FRAME LENGTH	12.00 FT
NUMBER OF TUBES PER PASS	8
NUMBER OF PASSES - WATER	1
NUMBER OF PASSES - SLUDGE	1
HEAT TRANSFER AREA - SLUDGE PIPE O.D. AREA	119.8 FT ²
HEAT TRANSFER AREA - SLUDGE PIPE I.D. AREA	107.2 FT ²
WATER FLOW PER PASS	175 GPM
WATER INLET TEMPERATURE	160.0 °F
SLUDGE FLOW PER PASS	200 GPM
SLUDGE INLET TEMPERATURE	95.0 °F
THEORETICAL PRESSURE DROP WATER SIDE	10.6 FT WC
THEORETICAL PRESSURE DROP SLUDGE SIDE	5.3 FT WC
OVERALL HEAT TRANSFER COEFFICIENT WITHOUT FOULING	341.6 BTU/(HR-FT ² -°F)
WATER OUTLET TEMPERATURE - NO FOULING	138.5 °F
WATER OUTLET TEMPERATURE DIFFERENCE - NO FOULING	21.5 °F
SLUDGE OUTLET TEMPERATURE - NO FOULING	113.5 °F
HEAT TRANSFERRED - NO FOULING	1,840,821 BTU/HR
APPLIED SLUDGE HEAT TRANSFER FOULING FACTOR	0.0010 (HR-FT ² -°F)/BTU
OVERALL HEAT TRANSFER COEFFICIENT WITH FOULING FACTOR	247.1 BTU/(HR-FT ² -°F)
WATER OUTLET TEMPERATURE WITH FOULING	143.0 °F
WATER OUTLET TEMPERATURE DIFFERENCE WITH FOULING	17.0 °F
SLUDGE OUTLET TEMPERATURE WITH FOULING	109.6 °F
HEAT TRANSFERRED WITH FOULING	1,455,520 BTU/HR

GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish Corporation (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

PAINTING: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) before equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchaser's and Field Painting Contractor's full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel or other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish Corporation and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish Corporation and Walker Process Equipment Division of McNish Corporation make **no warranty**, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish Corporation.

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

TERMS AND CONDITIONS OF SALE

1. **Controlling Terms.** All purchase orders submitted to Walker Process Equipment, a division of McNish Corporation (hereinafter referred as “**Seller**”) by a purchaser (hereinafter referred to as the “**Buyer**”) for products and/or services sold by Seller shall constitute acceptance of Seller’s Bid Proposal, these Terms and Conditions of Sale and Seller’s Mechanical Warranty (hereinafter referred to, collectively, as “Seller’s Contract Documents”). In the event any provision of Buyer’s purchase order conflicts with Seller’s Contract Documents, the provisions of Seller’s Contract Documents shall control. Any modifications, amendments or other changes to Seller’s Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller’s Contract Documents and Buyer’s purchase order are hereinafter referred to, collectively, as the “Contract”).
2. **Acceptance of Purchase Orders.** All purchase orders received by Seller are subject to approval of Buyer’s credit and is contingent upon Seller’s receipt of written approval of all equipment submittals or written waiver thereof.
3. **Shipment and Delivery.** The shipping schedule set forth in Seller’s proposal is based upon Seller’s knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller shall not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
4. **F.O.B. Point and Title.** Seller’s delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
5. **Payment Terms.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys’ fees, which are incurred by Seller to collect any past due accounts.
6. **Setoff.** Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller’s right to stop performing Seller’s obligations under this Contract.
7. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer’s purchase of Seller’s goods shall be paid by Buyer directly to the appropriate governmental authority.
8. **Warranty.** Seller warrants all goods that it manufactures in accordance with the terms of Seller’s Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the “Warranty”). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer’s obligations under its Contract.
9. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer’s behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
10. **Backcharges.** No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller’s advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller, Buyer shall be in breach of this Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer.

11. **Price Adjustment.**

Fabricated Steel Components

A contract price revision will take effect if, at the time WPE can purchase fabricated steel required for this project, the increase in the cost of fabricated steel assemblies (carbon steel or stainless steel) is greater than 2% above the cost at the bid date. The contract price will be adjusted by the amount that the current cost of steel exceeds 102% of the cost of steel on the bid date.

Other Large Value Items

A contract price revision will take effect if, at the time WPE can purchase Large Value Items for this project, the increase in the cost of those items such as aluminum (handrailing and grating), plastic, fiberglass, control panels, mixers, burners etc. is greater than 2% from the cost quoted to us within 3 weeks prior to the bid date. The contract price will be adjusted by the amount that the cost of the large value items exceeds 102% of the cost of these items on the bid date.

12. **Indemnification.** Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.

13. **Limitation of Liability.** Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.

14. **Force Majeure.** Seller shall not be liable for any costs or damages of any kind under this Contract related to or arising from delays or nonperformance of Seller's obligations caused by any event occurring beyond Seller's control, including, without limitation, acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in materials or supplies required or the manufacture or shipment of the products, or governmental orders.

15. **INDEMNIFICATION PROVISION FOR WATER TREATMENT PROJECTS**

Buyer hereby agrees to indemnify, hold harmless, and upon request, to defend, Seller and Seller's shareholders, directors, officers, employees, agents and legal representatives (hereinafter referred to, collectively, as the "Indemnified Parties"), from and against any and all damages, losses, liabilities, fines, penalties, costs and expenses (including, but not necessarily limited to, all fees incurred by the Indemnified Parties for attorneys and other professional consultants) engaged by the Indemnified Parties, in connection with, or relating to, any claim, demand, action, suit, administrative proceeding, judgment, order, investigation or remediation asserted or issued by any third party, including, without limitation, any federal, state, or local governmental authority, arising or alleged to arise from the presence of any Hazardous Substances (as hereinafter defined), which have been discharged, directly or indirectly, into or from any body of water treated or to be treated by any equipment manufactured or provided by Seller pursuant to the terms of this Purchase Order. For purposes hereof, the use of the term "Hazardous Substances" shall mean industrial wastes, toxic pollutants, and chemicals (including but not limited to per-and polyfluoroalkyl substances (PFAs) or other manufactured chemicals), and any other hazardous substances as such terms are defined under Environmental Laws (as hereinafter defined), petroleum and petroleum products, asbestos or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, polychlorinated biphenyl ("PCB") or PCB containing materials or fluids, radon, any other hazardous or radioactive substance, material, pollutant,

contaminant or waste, and any other substance with respect to which Environmental Laws or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

16. **Field Service.** Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with an eight (8) week advance notice to schedule service requests. If less than eight (8) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

17. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.

18. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.

19. **Disclosure.** Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish Corporation.

20. **Invalidity.** If any provision of Seller's Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.

21. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.

22. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.

SELLER:

WALKER PROCESS EQUIPMENT,
Division of McNish Corporation

Signature:



Name/Title: Lane G. Sheldon / Regional Sales Manager

Date: December 6, 2024

ACCEPTED BY BUYER:

Name of Company: _____

Authorized Signature: _____

Name/Title: _____

Date: _____

MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations, and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.