

**Gooch Thermal Systems, Inc.**

4631 S. Church Street
Whitehall, PA 18052 USA
+1 484-240-1288
info@goochthermal.com
www.goochthermal.com

Quotation No.: I-3903

August 14, 2023

City of Watertown
800 Hoffmann Drive / P.O. Box 477
Watertown, WI 53094

Attention: Tim Hayden
Water & Wastewater Utilities Assistant Manager

Reference: Replacement Spiral Heat Exchanger
Spiral Digester Heaters (S/N 03-1470 & 03-1471)

Tim:

In response to your recent request, we are pleased to furnish our Proposal No. I-3903 covering two (2) replacement Spiral Heat Exchangers (SHE) for digester sludge heating service as detailed herein. The quoted units have the same heat exchange capacity, footprint, and connection sizes as your existing Gooch Thermal Type 1-DO/SLU digester heaters as previously delivered (GTS Ref. G-02-2888-009).

The technical specifications are detailed below:

SCOPE OF SUPPLY

SHE Model:	Type 1-DO/SLU
Unit Area:	108 sq. ft
Spiral Plate Width:	18"
Mounting:	Horizontally mounted on a support saddle
Spacing:	Hot side : 5/8" Cold side: 1"
Channel Closure:	Sludge side accessible via hinged cover door
MOC - spiral plate:	SA-516-70 PVQ carbon steel, 0.25" thick
MOC - sludge cover:	SA-516-70 PVQ carbon steel
MOC - cover bolting:	SA193-B7 clampbolts & SA194, 2H nuts; zinc plated
MOC - cover gaskets:	1/8" thk Non-asbestos CF sheet, Klingsil C4401 or equal
MOC - non-wetted:	Carbon steel
Connections In/Out:	HS: 6" / 6" (Plus all other connections as in existing units) CS: 6" / 6" (Plus all other connections as in existing units)
Design / Test Pressure:	50 psig / 65 psig
Design Temp / MDMT:	200 °F / +20 °F
Design Code:	Pressure parts according to ASME VIII-1, with U-stamp & NB
Welding & Fab:	Per ASME Code Sect. IX
Surface Prep:	Blast & paint according to Gooch standard paint system



PRICING

Unit Price:	\$48,700	FOB Whitehall, PA
Lot Price, 2 Units:	\$93,500	FOB Whitehall, PA
Shipping Schedule:	1 st Unit	16 weeks ARO ready to ship
	2 nd Unit	8 weeks after first unit ready to ship
Freight Estimate:	\$1,500	per shipment (LTL, Best Way)
Payment Terms:	35% upon receipt of main materials 65% upon shipment. Invoices are due Net 30 days. This offer is subject to our attached general terms & conditions.	

We appreciate the opportunity of addressing your requirements and look forward to your favorable feedback. If there are any questions or further information is needed, please contact us here in Whitehall, PA.

Sincerely,

A handwritten signature in blue ink that reads "H Shamsi".

Hank Shamsi
Manager, Heat Transfer Dept.

Gooch Thermal Systems, Inc.

Tel: (484) 240-1288, ext. 101

Email: hankshamsi@goochthermal.com

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STANDARD TERMS AND CONDITIONS OF SALE**GENERAL:**

This offer to sell is expressly conditioned on Purchaser's acceptance of all terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any request for quotation, purchase order or other document furnished by Purchaser in connection with this transaction whether such documents are exchanged simultaneously with this offer or prior or subsequent thereto, and Purchaser's acceptance and receipt of the goods shipped hereunder shall constitute acceptance of such terms and conditions contained herein.

All price and delivery quotations shall expire thirty (30) days from date thereof and in the meantime may be changed or withdrawn at any time. The beneficiary named on any purchase order or similar form furnished by Purchaser should be "Gooch Thermal Systems, Inc." c/o the name and address of the local sales office through which Purchaser's order is placed.

CANCELLATION:

In the event of cancellation, Purchaser shall pay Seller for all engineering, purchasing, materials, and fabrication costs incurred prior to date of cancellation.

TERMS OF PAYMENT:

Unless otherwise specified, the equipment offered herein is quoted ex works Seller's plant. The terms of payment are quoted in U.S. Funds, payable net 30 days after date material is shipped or is reported ready for shipment. These terms are applicable to partial as well as complete shipments. A 1.5% Service Charge per month will be applicable and added to any outstanding balances past 30 days. If applicable, progress payments will be stated in proposal. When in the opinion of Seller the financial condition of Purchaser renders it appropriate, Seller may require cash payments or satisfactory security before shipment.

WARRANTY AND LIABILITY LIMITATION:

THE FOLLOWING IS IN LIEU OF ALL WARRANTIES OF SELLER EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND / OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER, ARE HEREBY EXCLUDED:

Seller, except as otherwise provided, hereby warrants that the exchanger and the operation thereof shall conform to the description and specifications contained or referred to in this Proposal, provided the exchanger is properly installed, operated and maintained. Purchaser is responsible for ascertaining that the exchanger is operated according to design conditions specified, and the fluids to be processed conform to the physical property data specified. Seller further warrants that the exchanger and all parts thereof shall be free from (1) defects in material and workmanship; and (2) defects due to design (other than those specified by Buyer) for a period of 12 months after the exchanger is placed in operation, not to exceed 18 months from date of shipment.

Seller assumes no responsibility for deterioration or failure of equipment due to corrosion, erosion, normal wear and tear or flow induced vibration, or for fouling, maintenance problems or any other causes not specifically covered under the foregoing warranty. The specification and selection of materials of

construction suitable for a specific process or purpose is the sole responsibility of Purchaser.

Seller agrees to repair or replace parts proven defective within the guarantee period. Seller must be given the opportunity to make repairs or replacements before any back charges will be accepted. Repairs and replacements from our works will be f.o.b. our US-based plant. No back charges will be honored without Seller's advance approval of the work to be performed.

Seller shall not be held liable for any special, indirect or consequential damage. Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this transaction, or the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation, or use of any equipment covered or furnished hereunder shall in no case exceed the price paid by Purchaser for the equipment.

EXTERIOR SURFACES:

When the exchanger is painted with a primer coat or similar painting on its exterior surfaces, such coating is for temporary protection. Seller is not responsible for its deterioration.

TAXES:

Purchaser shall pay any local, county, state or federal sales or use taxes (incl. GST in Canada and VAT in European countries) imposed on the sale. The Purchaser's tax-exempt number must appear on all purchase orders. For Canada and all its provinces, GST and local taxes are the responsibility of Purchaser. For Canada and all its provinces, GST and local taxes are the responsibility of Purchaser.

SHIPPING:

In the absence of specific written shipping or routing instructions from the Purchaser, the Seller may select method of shipment and routing. Cost of prepaid shipments will be substantiated by non-receipted copies of freight bill.

PROCUREMENT AND FABRICATION START:

Unless Purchaser has specifically instructed otherwise, Seller will proceed with procurement activities and fabrication start only after receipt of a written purchase order from Purchaser and resolution of all commercial and technical issues relating to the scope of supply. If approval of review drawings and similar submittals are required by Purchaser, Seller will proceed with procurement activities only after receipt of a full set of approved drawings and documents clearly marked as "Approved with Full Release to Purchase Materials" and / or "Approved with Full Release to Fabricate".

DELIVERY:

Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes not reasonably foreseeable or causes beyond Seller's control. These causes may include failure of our vendors to deliver materials, Acts of God, such as storms, floods and earthquakes, as well as government priorities, wars, riots, fires, strikes, and other similar force majeure causes.

APPLICABLE LAW:

The validity, performance and construction of any agreement between Purchaser and Seller shall be governed by the laws of the State of New Jersey, USA.