

QUOTATION AND CONTRACT



Hoidale Co., Inc.

Sales Rep: Teresa Maxwell
E-mail: tmaxwell@hoidale.com
Phone:

No.: QT1416
Date: 10/17/2024

Proposal Submitted to:

Job Location:

Turner Middle School
800 S 55th St
Kansas City KS 66106-1308
United States

1312 S 55th St
Kansas City KS 66106-1517
United States

QUOTATION SUMMARY

	Amount
Equipment, See Equipment List	\$16,575.72
Installation, See Scope of Work List	\$22,528.00
Estimated Sales Tax	\$0.00
Total	
(Plus Tax and Freight)	
	\$39,103.72

PLEASE SHOW OUR QUOTE NO. ON YOUR P.O.

Payment terms and schedule:

Sourcewell Pricing ID#12524
MAJOR EQUIPMENT WILL BE BILLED UPON RECEIPT IN HOIDALE WAREHOUSE
PROGRESS BILLING WILL BE UTILIZED FOR ONGOING WORK PERFORMED

ALL PRICES LISTED ARE CASH PRICES. WE DO NOT ACCEPT CREDIT CARD PAYMENTS ON CONTRACTS.

We propose to furnish material and/or labor as listed above for the sum of, **\$39,103.72**, including any applicable taxes. Prices are subject to change without prior notice and are subject to price in effect at time of delivery. Any alteration or deviation from the above specification involving extra cost will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control will not be performed until an agreement is reached regarding the extra changes. This proposal is void 15 days from the above date.

NAME: Steve Dixon

SIGNATURE: Stephen E. Dixon

TITLE: President/CEO

CUSTOMER ACCEPTANCE

The prices, specifications, terms and conditions of this QUOTATION & CONTRACT are satisfactory and are hereby accepted. You are authorized to provide the equipment and/or do the work as specified. **Customer acknowledges and agrees to the payment terms listed above. Payment made later than the terms listed will incur late payment charges of 1-½% per month or 18% annum. Rock, water or other unforeseen underground obstructions to be at additional customer expense. Customer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in the tank excavations. THE TERMS AND CONDITIONS SET OUT IN THE REMAINDER OF THIS PROPOSAL ARE A PART OF THIS CONTRACT AND HAVE THE SAME FORCE AND EFFECT AS IF SET ON ITS FACE. Buyer's initials Required.**

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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EQUIPMENT LIST

Quantity	Item
1	Equipment List 1) Wayne Select Electronic Super High-Capacity Single Product, single hose Diesel Dispenser with Hose mast and blue doors 1) Set of 1" hanging hardware to include: breakaway hose, breakaway, 10' retail fuel hose, swivel and high speed nozzle 1) Aboveground Pedestal Base 1) Standalone cutoff sensor 1) 3/4 H.P submerged turbine pump with relay control box Ball valve, solenoid valve. expansion relief valve and emergency valves Assorted pipe fittings
1	Scope of Work see details scope of work page

Equipment Total \$16,575.72

INITIALS OF BUYER _____

WARRANTY TERMS AND CONDITIONS

Wayne Electronic Select Dispensers: 12 Months Parts and Labor Warranty on Wayne equipment. Subject to Wayne Warranty Policy and their final determination.



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SCOPE OF WORK

By Hoidale Team

Sourcewell Pricing ID#12524

- 1 Contact Customer to schedule project during normal business hours. Monday- Friday 8am-5pm. No overtime is included in this scope of work.
- 2 Work with Hoidale provided electrician to disconnect power to existing suction pump, and to provide power to the new submerged turbine pump, relay control box and Wayne Enhanced Capacity Dispenser.
- 3 Remove customers' existing Wayne suction pump and dispose of properly.
- 4 Install Aboveground pedestal base.
- 5 Provide and Install (1) One Wayne Select Electronic Enhanced Capacity Single Product, single hose Diesel Dispenser with Hose mast blue doors and 1" hanging hardware.
- 6 Provide and Install (1) One ¾ H.P Submerged Turbine pump, ball valve, solenoid valve, expansion relief valve and pipe to aboveground pedestal base.
- 7 Pipe in new Wayne dispenser and install standalone cutoff sensor.
- 8 Flush, purge and calibrate new dispenser.
- 9 Instruct site personnel on operation of new equipment.
- 10 Clean work area of created debris and complete start-up and warranty paperwork.

By Customer

- 1 Schedule project during normal business hours. Monday- Friday 8am-5pm. No overtime is included in this scope of work.
- 2 All existing fueling equipment must be in good working order. No repairs to existing equipment are included in this scope of work.
- 3 Any additional work not specifically described in the Scope of Work lines #1 - #10 will require the use of a written Change Order to be completed and signed by both parties prior to the start of additional work.

Scope of Work Total \$22,528.00

INITIALS OF BUYER _____

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ACCEPTANCE - This proposal, when accepted by the Buyer within the said period set out in this agreement, will constitute a bona fide contract between the Buyer and P. B. Hoidale Co., Inc., the Seller, subject to all terms and conditions to follow and to the approval of the Seller. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.

ACCEPTANCE BY MAIL - Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.

FOB PLACE OF MANUFACTURE - Unless otherwise stated in this contract, prices are FOB place of manufacture. Unless otherwise stated, the freight rate in existence at the date of this contract shall apply, but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

EXTRA CHARGES - The Buyer may order changes in the work, or the installation of additional equipment and the contract sum shall be increased accordingly. **ALL SUCH ORDERS AND INCREASES SHALL BE IN WRITING**, and the Buyer shall consent in writing to the extra charges before the Seller shall begin any changes or additional work.

RELATED WORK - Labor, materials and outside services for electrical, blacktop, water and sewer work, etc., are not included in contract unless specified. Anchors, foundations and cathodic protection are not included in this contract unless specified. Concrete slab must be protected from traffic - if concrete slab is placed and furnished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 14 days.

DELIVERY - Delivery promises are contingent upon fires, strikes, accidents, lockouts, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or from other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result there from. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense.

DELAYS - Due to the increasing cost of labor and materials, any delay of progress, not directly under the Seller's direct control and not due to causes not within the control of the parties, will result in an additional charge to the Buyer.

TERMS - Terms are net 10 days from date of invoice unless otherwise specified. Delivery to our warehouse for purposes of convenience or coordination shall be considered "Delivery" for billing purposes.

a) Progress payments may be required - The Seller may require progress payments, covering the materials and/or labor, based upon the percentage of the contract completed. The Buyer will be sent an invoice that must be paid as specified or with 10 days.

b) Failure to pay progress payments when due - In the event the Buyer fails to pay any progress payments within the terms specified, The Seller may, with written notice to the Buyer, suspend work. After 5 days, the Seller may terminate the contract or exercise any other rights it may have without incurring any liability whatsoever to the Buyer. Such rights include, but are not limited to, recovery from the Buyer payment for work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery.

c) Interest - The Seller reserves the right to charge the Buyer 1-1/2% per month on past due balances. This represents an annual rate of 18%.

d) Attorney's fees payable - The Buyer agrees to pay the Seller reasonable attorney's fees and court costs if the account is sent to an attorney for collection.

GRANT OF SECURITY INTEREST - Buyer grants to Seller a purchase money security interest in all property sold to Buyer pursuant to this Contract to secure all indebtedness of Buyer to Seller under this Contract.

INSTALLATION - It is understood that the Buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be held responsible for any delays caused by the Buyer's failure to so provide access. The Seller shall furnish the necessary materials and perform all work for the installation of said equipment. The Seller shall install the equipment at the location to be designated by the Buyer on the job site. The installation shall be performed by the Seller in the Seller's customary manner in accordance with its normal procedures. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of the agreement, unless otherwise specifically stated in this contract.

a) Excavating - Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, running sand, concrete foundations, poles, manholes, or similar non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and to complete the excavation, such work shall be the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer.

b) Floating Tank Clause - The Buyer will be responsible for filling all underground storage tanks with products for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event tank is not filled as requested, the Buyer accepts responsibility for equipment, labor and materials to reinstall floated tank. If product is not available, tanks shall be filled with water. There is an additional charge for the water and then removing the water when installation is complete.

PERMITS - Unless otherwise stated, no provision is made in the contract for special fees, permits, licenses, etc. If Seller is required to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

DEFAULT BY SELLER - If the Seller defaults, neglects or fails to perform any provision of the contract, the Buyer may, without prejudice to any other remedy it may have, after 30 days written notice to the Seller, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Seller. The Buyer may finish the work specified in this contract by whatever method Buyer may deem expedient. If the unpaid balance of the contract exceeds the cost of finishing the work, such excess shall be paid to the Seller, but if such expense exceeds the unpaid balance, the Seller shall pay the difference to the Buyer in full satisfaction of all claims for liquidating damages. Seller assumes no responsibility for, nor shall it be obligated to pay, claims for consequential damages.

WARRANTY - THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS OF PURPOSE AND ANY AND ALL OTHER REPRESENTATIONS TO THE BUYER EXCEPT AS FOLLOWS: if the installation is supplied by the Seller, the Seller warrants the installation for a period of one year from date of completion. Seller warrants the installation to be free of defects in material and workmanship under normal use and service, the Seller's obligation under this warranty being limited to repair or replacement, as it may elect.

a) The Seller must be promptly notified of any circumstances involving warranty and must be permitted to perform corrective measures, utilizing the Seller's own personnel. The Seller will not accept any invoice or charges for any work performed during the warranty period by others.

b) Buyer acknowledges that Seller is not a manufacturer of the goods covered by this contract. Manufacturers warranties on said goods shall extend to Buyer as authorized by the manufacturers or as provided by law. Buyer expressly agrees and understands that Seller shall have no obligation or liability under such manufacturer's warranty or for failure of any manufacturer to honor the warranty. Except for the foregoing installation warranty, SELLER MAKES NO EXPRESSED WARRANTIES OF ANY KIND, EXCEPT AS TO BUYERS WHO ARE INDIVIDUALS. SELLER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY - Buyer agrees that Seller and the original manufacturer of products sold by Seller to Buyer shall not be liable for any special, indirect, incidental, or consequential damages of any type, including, but not limited to, damages related to damage to the ground, ground water, underground or environment, loss of product, cleanup costs, loss of profit or sales, or any other expense resulting from the nonconforming or defective condition of any products or any system purchased by the Buyer. Seller shall also not be liable for interruption of business, downtime costs, increased operating costs, or claims of Buyer's customers for any of the foregoing types of damages.

INDEMNITY AGREEMENT - Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for (a) bodily injury and property damage arising out of the work undertaken by the Seller, its employees, agents or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workman's Compensation Insurance and (b) alleged or actual infringement of any letters of patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions or technical information of data furnished by the Buyer.

TITLE AND RISK OF LOSS - Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products/equipment to the FOB point. Title to and the right to possess each item of equipment are and shall remain vested in the Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay the purchase price according to the terms hereof, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory, as the Seller may determine or in the event the Buyer fails to perform any condition or obligation, the Seller may at its election, demand immediate payment in cash before making delivery, suspend delivery and terminate this contract, or mature the entire unpaid portion of the purchase price, in each event without notice and without any liability whatsoever to the Buyer. The Buyer's bankruptcy, receivership or failure to pay any amount when due shall, at the option of the Seller, mature the entire unpaid portion of the purchase price without notice and the Seller may declare this contract terminated, enter the premises, and retake possession of said property, whereupon all payments made by the Buyer will be forfeited as liquidated damages, rentals and costs.

TAXES - Taxes are not included in this contract. No Federal, State or Local taxes are included in this contract unless specifically so stated and will be extra, if applicable.

STATE LAW APPLIES - All of the provisions hereof and any resulting order are to be governed and construed according to the laws of the State of Kansas.

LIEN RIGHTS - To protect all parties, a mechanic's lien will be automatically filed where payment is not received according to the terms stated in the contract.

ERRORS - Stenographic, clerical and mathematical errors made by the Seller in quotation, acknowledgments or invoices are subject to correction. Claims for shortages, defective goods, errors and allowance must be made within 10 days from the date of invoice.

ASSIGNABILITY - This contract shall not be assigned by either of the parties hereto without the prior written consent of the other party.

RETURNED GOODS - No goods may be returned without Seller's written authorization. If such authorization is given, unless otherwise noted in the authorization, transportation charges must be prepaid by Buyer. Risk of loss for returned goods shall pass to Seller upon receipt of the goods by Seller. All goods authorized for return are subject to Seller's inspection and acceptance and to a restocking charge equal to the rate charged by the manufacturer to Seller, or at least fifteen percent. Merchandise must be returned within ten days of Buyer's receipt of written authorization and must be accompanied by a writing that identifies the invoice number and date.

INITIALS OF BUYER _____

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