



**Proposal MCR-Maple View-LF**

**September 25, 2023**

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND IS CONFIDENTIAL

**Nutrient Control Systems, Inc. is pleased to present the following proposal:**

**P1a - From Dairy Barns to P2**

1	CRI-MAN TBM 150 7.5KW/10HP SUBMERSIBLE MIXER	\$11,252.45	\$11,252.45
1	SFO 100W MIXER BRACKET	\$1,661.53	\$1,661.53
1	PVT KIT 150 MIXER HOIST AND WINCH ASSM	\$3,501.40	\$3,501.40
1	PT100x SPACER	\$808.73	\$808.73
4	FC 20 CABLE STOPS	\$32.80	\$131.20
1	CRI-MAN PTS 150 15KW/20HP SUBMERSIBLE PUMP	\$16,855.10	\$16,855.10
1	PV 150 HOIST AND WINCH	\$2,450.78	\$2,450.78
1	FCV AUTO COUPLER - VERTICAL PUMP ORIENTATION	\$5,211.10	\$5,211.10
4	FC-26 CABLE STOPS	\$32.80	\$131.20

**P1b - From Dairy Barns to P2**

1	CRI-MAN PTS 150 15KW/20HP SUBMERSIBLE PUMP	\$16,855.10	\$16,855.10
1	PV 150 HOIST AND WINCH	\$2,450.78	\$2,450.78
1	FCV AUTO COUPLER - VERTICAL PUMP ORIENTATION	\$5,211.10	\$5,211.10
4	FC-26 CABLE STOPS	\$32.80	\$131.20

1	CRI-MAN PTS 100 7.5KW/10HP SUBMERSIBLE PUMP	\$11,159.18	\$11,159.18
1	PV 150 HOIST AND WINCH	\$2,450.78	\$2,450.78
1	FCV 100 AUTO COUPLER - VERTICAL PUMP ORIENTATION	\$1,340.70	\$1,340.70
4	FC-20 CABLE STOPS	\$32.80	\$131.20

1	CRI-MAN TBM 150 7.5KW/10HP SUBMERSIBLE MIXER	\$11,252.45	\$11,252.45
1	SFO 100W MIXER BRACKET	\$1,661.53	\$1,661.53
1	PVT KIT 150 MIXER HOIST AND WINCH ASSM	\$3,501.40	\$3,501.40
1	PT100x SPACER	\$808.73	\$808.73
4	FC 20 CABLE STOPS	\$32.80	\$131.20

**P2 - Digester Feed Tank**

2	CRI-MAN PTS 150 15KW/20HP SUBMERSIBLE PUMP	\$16,855.10	\$33,710.20
2	PV 150 HOIST AND WINCH	\$2,450.78	\$4,901.55
2	FCV AUTO COUPLER - VERTICAL PUMP ORIENTATION	\$5,211.10	\$10,422.20
8	FC-26 CABLE STOPS	\$32.80	\$262.40

		\$0.00	
2	CRI-MAN TBM 150 15KW/20HP SUBMERSIBLE MIXER	\$16,820.25	\$33,640.50
2	SFO 150W MIXER BRACKET	\$2,019.25	\$4,038.50
2	PVT KIT 150 MIXER HOIST AND WINCH ASSM	\$3,501.40	\$7,002.80
2	PT 100xSPACER	\$808.73	\$1,617.45
8	FC 26 CABLE STOPS	\$32.80	\$262.40

**Digesters**

10	CRI-MAN TBM 150 15KW/20HP SUBMERSIBLE MIXER	\$16,820.25	\$168,202.50
10	SFO 150W MIXER BRACKET	\$2,019.25	\$20,192.50

### Effluent Chambers

2	CRI-MAN TBM 150 15KW/20HP SUBMERSIBLE MIXER	\$16,820.25	\$33,640.50
2	SFO 150W MIXER BRACKET	\$2,019.25	\$4,038.50
2	PVT KIT 150 MIXER HOIST AND WINCH ASSM	\$3,501.40	\$7,002.80
2	PT 100xSPACER	\$808.73	\$1,617.45
8	FC 26 CABLE STOPS	\$32.80	\$262.40

### P3 - Effluent from Digesters

1	CRI-MAN PTS 150 15KW/20HP SUBMERSIBLE PUMP	\$16,855.10	\$16,855.10
1	PV 150 HOIST AND WINCH	\$2,450.78	\$2,450.78
1	FCV AUTO COUPLER - VERTICAL PUMP ORIENTATION	\$5,211.10	\$5,211.10
4	FC-26 CABLE STOPS	\$32.80	\$131.20

1	CRI-MAN PTS 150 22KW/30HP SUBMERSIBLE PUMP FOR LOADING EXPORT TRUCK	\$19,395.15	\$19,395.15
1	PV 150 HOIST AND WINCH	\$2,450.78	\$2,450.78
1	FCV AUTO COUPLER - VERTICAL PUMP ORIENTATION	\$5,211.10	\$5,211.10
4	FC-26 CABLE STOPS	\$32.80	\$131.20

2	CRI-MAN TBM 150 15KW/20HP SUBMERSIBLE MIXER	\$16,820.25	\$33,640.50
2	SFO 150W MIXER BRACKET	\$2,019.25	\$4,038.50
2	PVT KIT 150 MIXER HOIST AND WINCH ASSM	\$3,501.40	\$7,002.80
2	PT 100xSPACER	\$808.73	\$1,617.45
8	FC 26 CABLE STOPS	\$32.80	\$262.40

### P4 - Separators to Storage

1	CRI-MAN PTS 150 15KW/20HP SUBMERSIBLE PUMP	\$16,855.10	\$16,855.10
1	PV 150 HOIST AND WINCH	\$2,450.78	\$2,450.78
1	FCV AUTO COUPLER - VERTICAL PUMP ORIENTATION	\$5,211.10	\$5,211.10
4	FC-26 CABLE STOPS	\$32.80	\$131.20

1	CRI-MAN TBM 150 15KW/20HP SUBMERSIBLE MIXER	\$16,820.25	\$16,820.25
1	SFO 150W MIXER BRACKET	\$2,019.25	\$2,019.25
1	PVT KIT 150 MIXER HOIST AND WINCH ASSM	\$3,501.40	\$3,501.40
1	PT 100xSPACER	\$808.73	\$808.73
4	FC 26 CABLE STOPS	\$32.80	\$131.20

LIST			\$576,230.50
<b>DISCOUNT 30%</b>			<b>\$172,869.15</b>
<b>Total</b>			<b>\$403,361.35</b>

## **NCS RESPONSIBILITIES**

- **No Labor is included in this proposal.**
- **All on site work will be billed time and materials with the rates below.**
- Labor will be billed as follows: NCS Junior Technician (\$850/day plus expenses), NCS Senior Technician (\$1,200/day plus expenses), Senior Decanter Technician (\$1,200/day plus expenses), Senior Controls Technician (\$2,000/day plus expenses)

## **CUSTOMER RESPONSIBILITIES**

- Provide all installation, construction services, and materials (excavation, concrete, building structure, plumbing and tanks).
- Provide all electrical/plumbing materials and labor.
- Assume responsibility for all underground lines.
- Provide equipment (Telehandler/scissor lift) to off load and position all equipment.
- Provide safety chain for pumps
- Provide 4x4 in SS Rail for mixers
- Provide 2" Stainless steel tubes for FCV
- Provide handling of resultant flow liquids and solids

## **Terms**

1. All equipment sizing is subject to change based on final system design and layout.
2. Proposal is good until Oct 5, 2023.
3. Lead Time: 20-26 weeks from receipt of order and down payment.
4. Shipping not included in pricing and will be billed separately at shipment - FOB Chambersburg PA 17201.
5. 50% to initiate order and 50% due at shipping
6. NCS's Standard Terms and Conditions of Sale apply to all orders.

**NOTES TO  
Proposal-MCR-Mapleview-LF-230925**

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1. Any necessary permitting is the responsibility of others.
2. Professional engineering stamps are not included in the pricing.
3. Additional equipment, parts, installation materials, and services may be required that are not detailed in this equipment proposal. The customer is responsible for the cost of these additional items.
4. With Manure Thickeners and Separators, the separation rate decreases as the percent solids in the influent increases. Separation efficiency is also related to general manure quality. In some cases, additional treatment steps such as bio-augmentation, aeration, chemical treatment and/or multi-stage lagoon systems must occur in order to provide sufficient influent quality.
5. The manure slurry furnished to all manure separators and thickeners must be a consistent, homogenous mix.
6. Customer assumes full responsibility in regards to mastitis, somatic cell counts, etc. and agrees to not claim any damages from NCS in regard to those issues.
7. The customer is responsible for damage due to freezing.
8. Customer assumes responsibility for the bedding material and its ability to pass through pumps and the separation equipment. Certain bedding materials can impair pump and separator performance and may also impact the potential dry matter of the separated solid product.
9. Project drawings if requested are billed separately
10. Warranties on equipment are (24) months from date of installation or, (27) months from date of shipment whichever is the shorter time frame. Wearing parts such as but not limited to pump impellers, separator screens, and separator screws are warranted only for manufacturing defects. For all equipment, customer must provide written records of Preventative Maintenance including but not limited to seal replacements and fluids servicing for warranties to be applicable.
11. Warranty on Non-Wear parts only. No Labor or travel expenses will be warranted.

**Nutrient Control Systems, Inc.**

**Customer**

\_\_\_\_\_  
**print name**

\_\_\_\_\_  
**print name**

\_\_\_\_\_  
**signature**

\_\_\_\_\_  
**signature**

\_\_\_\_\_  
**title/position**

\_\_\_\_\_  
**title/position**

\_\_\_\_\_  
**date**

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**date**

## NCS Standard Terms and Conditions of Sale



Notwithstanding anything to the contrary contained in any request for proposal, or other document submitted to and approved by Nutrient Control Systems, Inc. (hereinafter "Company"), the following shall apply to all sales by the Company:

1. The term "Contract" shall refer to the proposal and/or Purchase Order executed by the Company and the Customer.
2. All labor performed by Company will be performed in a professional, workmanlike manner during regular Company working hours, unless otherwise specifically provided for herein.
3. All materials to be used by Company on this project will be of industry standard construction grade. No assumptions should be made on any other quality standards unless specifically noted herein.
4. Changes to the scope of work of the Contract after execution of the Contract shall be made only by a Change Order. Change Orders incorporate the following elements:
  - a. Change Orders are based upon the agreement of the Parties with respect to changes to the scope of work, the Contract Sum, and the project time.
  - b. Change orders must be in writing and signed by Customer and an Officer of the Company to be valid.
  - c. Change orders must specify an adjustment to both the contract price and the net effect on the project time.
  - d. No requested work outside of the original contract scope will be performed without a properly executed Change Order unless Company must act in an emergency to prevent injury or property damage.
5. Invoices for work performed in the Contract shall be made in accordance with the schedule set for the below under the heading "TERMS." For stock items, payment must be made, in full, within 15 days of date of invoice. If a payment request is in dispute, a letter must be submitted to Company within 5 days of receipt of request for payment, stating the dispute in detail, along with a proposed resolution. Non Stock orders will require a 50% down payment and final payment prior to shipping.
6. Failure to make payments in accordance with these Terms and Conditions may result in a suspension of all work by Company, and/or termination of the Contract. The decision to suspend work or terminate the Contract shall rest within the sole discretion of the Company. Notwithstanding the foregoing, Company shall not terminate the Contract until after a seven (7) day written notice is provide to Customer, and Customer has failed to cure within that time period.
7. If this contract is cancelled, Company will charge a cancellation fee equal to all costs incurred to the date of cancellation. Any equipment ordered for the project will be subject to a 20% restocking fee. Additional cancellation charges may result due to NCS incurred costs due to subsequent NCS subcontractor contract cancellation.
8. Any returned equipment is subject to a 20% restocking fee.
9. Company warrants and/or guarantees the project to the following limitations:
  - a. Materials: To the extent and conditions of the manufacturer's warranty of the material.
  - b. Labor: Not warranted
  - c. Warranty shall not apply if final payment is not received in accordance with the terms of the contract.
  - d. No other warranties or guarantees (implied or otherwise) shall apply unless in writing and signed by an Officer of Company.
  - e. Any parts warranties are for non-wear parts only.
10. The Parties hereto agree that jurisdiction for any dispute arising under this contract, including but not limited to the breach or termination thereof, shall exclusively lie in Franklin County, Pennsylvania. The parties consent to the exclusive jurisdiction of the Court(s) located therein for purposes of this provision.