

CITY OF CHATFIELD PUBLIC WORKS COMMITTEE

AGENDA

City Council Chambers - 21 SE Second Street, Chatfield, MN 55923

September 14, 2026, 5:30 P.M.

Notice is hereby given that some members may be participating in the meeting by interactive technology.

A. Minutes

1. [August 10 Public Works Meeting Minutes](#)
Review minutes from the previous meeting.

B. City Engineer Report

1. [Local Road Improvement Project - Winona Street](#)
Consider options for application.
2. [Water Storage Tank Replacement Project](#)
Review estimated costs of Water Main Replacement.

C. Public Works Director Report

1. [Twiford Street to Mill Creek Park Drainage](#)
Review recommendations.
2. [West Chatfield Traffic Signs](#)
Consider recommendation to changes in signage.
3. [Well Meter Damage](#)

D. Other Items

1. [Wastewater - Refrigerated Sampler and Division Street Lift Station Valves](#)
Update on new equipment due to failure of existing.

E. Committee Member Input



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: September 14, 2026

Agenda Item: August 10 Public Works Meeting Minutes

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Review minutes from the previous meeting.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026.08.10 Public Works Meeting Notes.pdf](#)



CITY OF CHATFIELD PUBLIC WORKS COMMITTEE

City Council Chambers - 21 SE Second Street, Chatfield, MN 55923

August 10, 2026, 5:30 P.M.

Members Present: Councilors Paul Novotny and Mike Urban

Members Absent: None

Others Present: Brian Burkholder, Scott Keigley, Craig Britton, and Michele Peterson

A. Minutes: Minutes from July 13, 2026, meeting were reviewed. No amendments were suggested.

B. City Engineer Report:

- a. Water Storage Tank Replacement Project:** City Engineer Craig Britton noted that the project is currently on the priority list. Although it does have a low score, which at this time makes the project not fundable. According to the City Financial Capital Plan this project is scheduled for 2030. Further discussion was had regarding the rerouting of the 1890 water line. Discussion to be continued.

C. Public Works Director Report:

- a. Twiford Street to Mill Creek Park Drainage:** Members reviewed the current site and discussed alternatives. Different suggestions were made for diverting the water runoff and included working with adjacent property owners. Discussion to be continued.

D. Other Items:

- a. LRIP:** Britton noted that the Local Road Improvement Program was funded by the legislature, therefore applications will be accepted this fall. Discussion will be added to the September agenda.

E. Committee Member Input: None.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: September 14, 2026

Agenda Item: Local Road Improvement Project - Winona Street

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Consider options for application.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: September 14, 2026

Agenda Item: Water Storage Tank Replacement Project

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Review estimated costs of Water Main Replacement.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

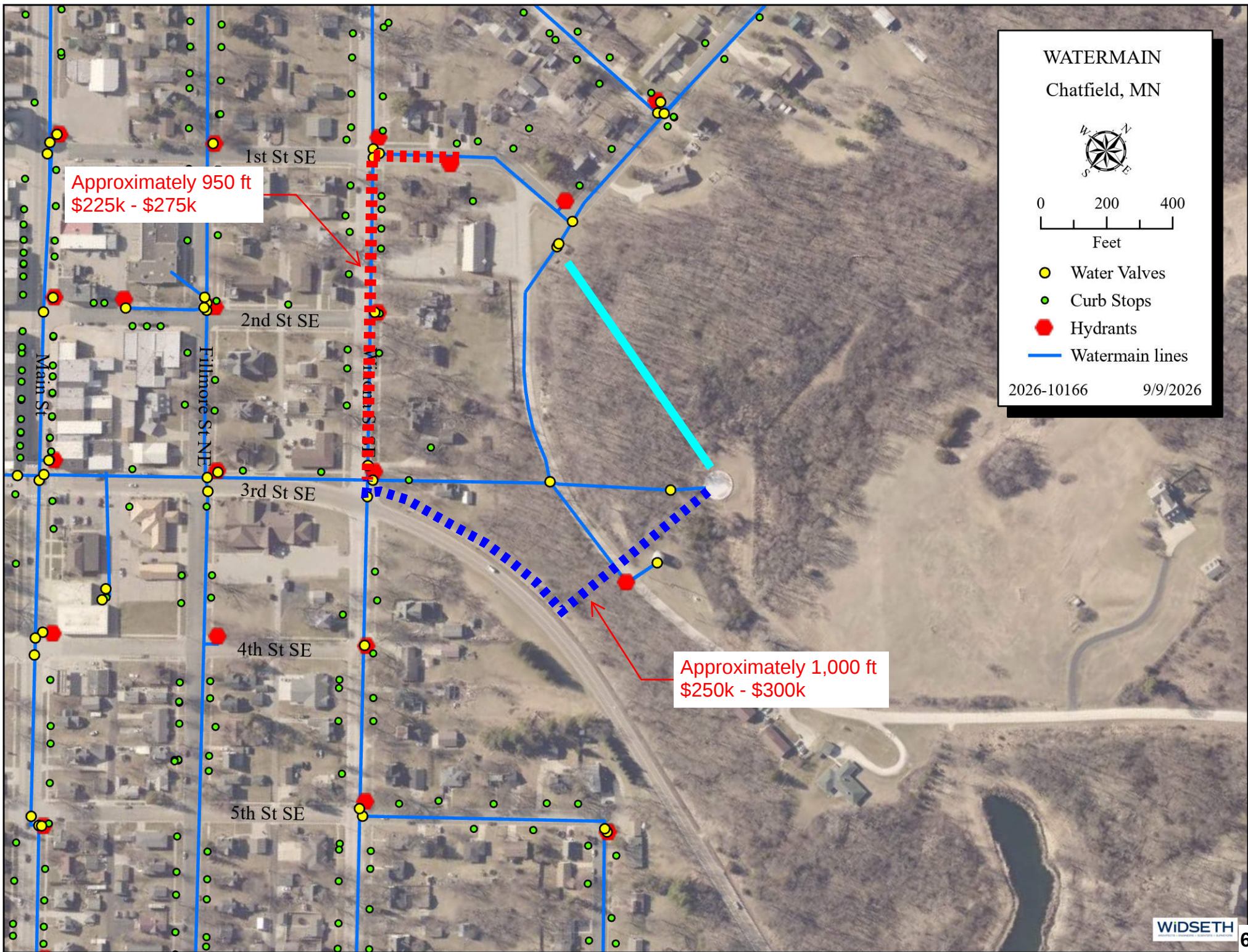
Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026-9-9 Watermain Options - Chatfield.pdf](#)





PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: September 14, 2026

Agenda Item: Twiford Street to Mill Creek Park Drainage

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Review recommendations.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

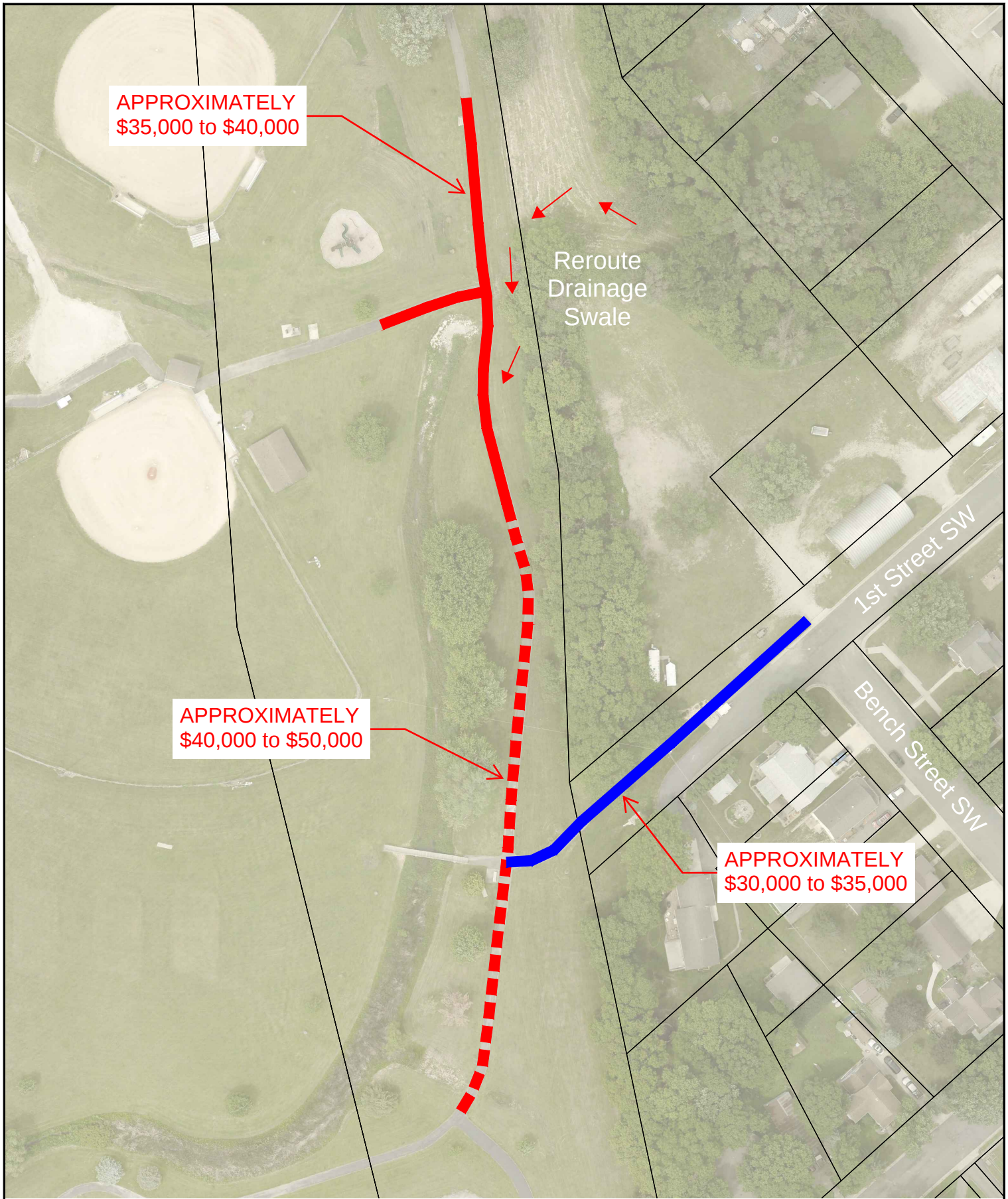
Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026-9-9 Mill Creek Trail Options.pdf](#)





PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: September 14, 2026

Agenda Item: West Chatfield Traffic Signs

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Consider recommendation to changes in signage.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026 8-17 West Chatfield traffic signs_safety concerns.pdf](#)

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: West Chatfield/Traffic sign concerns
DATE: 8/17/2026

Action Requested: To consider a resident's concern with the traffic signs and safety in West Chatfield. Suggesting adding signs at intersections that do not have any. Also, to consider whether the yield signs should be changed to stop signs.

Background: Currently 2 streets intersecting Hill St and Pine St do not have a traffic signs. 2 yield signs could be added or should all the yield signs be changed to stop signs.

Thank you for your time,
Brian Burkholder

















PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: September 14, 2026

Agenda Item: Well Meter Damage

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: September 14, 2026

Agenda Item: Wastewater - Refrigerated Sampler and Division Street Lift Station Valves

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Update on new equipment due to failure of existing.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[Quote # Z2261654.pdf](#)

[5800 Refrigerated Sampler Datasheet.pdf](#)

[QTE012222-Chatfield_IsolationValves.pdf](#)

**Quotation From:**

Tech Sales Co.
311 W. 44th Street
Minneapolis MN 55409
Ph: (612) 823-8238 Fx: (612) 823-4272
www.techsalesco.com

Please Address Order to:

Tech Sales Co
311 W 44th St
Minneapolis, MN 55409
orders@techsalesco.com

Bill To

City of Chatfield
Steve Schlichter
21 Second Street SE,
Chatfield, MN 55923

Ship To

City of Chatfield
Steve Schlichter
21 Second Street SE,
Chatfield, MN 55923

Quote Date: Sep 1, 2026

FOB: Factory

Shipment: 3-4 Weeks ARO

Salesman: Travis DeGroot

Validity: Oct 1, 2026

Terms: Net 30

Ref: Isco 5800 Sampler

Item	Qty	Part#/Description	Unit Price	Total Price
1	1	685800001 5800 Refrigerated Sampler (115 VAC, 60 Hz). Includes control panel, refrigeration unit, distributor arm, and two pump tubes. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.	\$ 9,857.00	\$ 9,857.00
2	1	685800009 1-bottle Configuration. Includes one polyethylene 2.5-gallon (10-liter) round bottle, locating base, one cap and two discharge tubes.	\$ 335.00	\$ 335.00
3	1	685800020 5800 refrigerated sampler multipurpose cable with 16 unterminated leads, 10 ft. (3 m).	\$ 214.00	\$ 214.00
4	1	609004379 3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.	\$ 245.00	\$ 245.00
5	1	On-Site Start-up & Training Service's (S&T)	\$ 1,750.00	\$ 1,750.00
6	1	Freight	\$ 929.00	\$ 929.00

Grand Total **\$ 13,330.00**

Prices shown do not include freight or sales tax. MasterCard/Visa payments are accepted but may be subject to a 4% surcharge. Please review this quotation and let us know if you have any questions.

By: _____
Travis DeGroot for Tech Sales Co

5800

Refrigerated Sampler



The 5800 Refrigerated Sampler is Teledyne ISCO's answer to the rigorous demands of water monitoring, with user-friendly controls and task accommodating features. Along with easy control and on-site programmability, it also has a unique slide-out bottle rack to easily access sample containers.

The only choice for stationary sampling in both municipal and industrial wastewater applications.

The controller actively regulates and displays the sample compartment temperature and logs a 24-hour summary to confirm proper sample cooling. The temperature record is downloadable using a basic utility program, such as Tera Term, or data can be viewed on the unit display.

The 5800 Sampler follows the Teledyne ISCO standard for weather and corrosion resistance. The tough, double-wall LLDPE cabinet protects against exposure in harsh environments. The well-insulated cabinet promotes temperature stability. Samples remain cool in hot and humid conditions, and a built in heater prevents freezing in cold conditions.

Electro- and powder-coating protects the stainless steel components of the refrigeration system, ensuring long life and reliability in corrosive treatment plant conditions.

The 5800 Sampler uses proven peristaltic pump technology to deliver samples at the EPA-recommended line velocity of at least 2 ft/s (0.6 m/s), and at head heights up to 25 feet (7.6 m).

Sample volume accuracy is assured by the pump revolution counter and Teledyne ISCO's liquid detection system.



The 5800 sampler offers different glass and plastic bottle configurations to meet various sampling programs.

Applications:

- Wastewater treatment plants
- Industrial pretreatment
- Influent and effluent sampling

Standard Features:

- Composite or sequential sampling
- Operating range of -20 to 120 °F (-29 to 49 °C), without additional heaters
- Four digital alarm outputs
- 4-20 mA and DC pulse flowmeter input
- Powerful compressor delivers energy-efficient, high-performance cooling
- Four stored programs
- Lifting handles for easy installation

5800 Refrigerated Sampler

Size (HxWxD):	52 x 29 x 33 in (132 x 74 x 84 cm)
Weight (empty) :	195 lb (88.5 kg)
Refrigerator Body:	Linear low-density polyethylene
Power Requirements:	115VAC, 60 Hz, or 230 VAC, 50 Hz
Operational Temperature:	-20 ° to 120 °F (-29 ° to 49 °C) The display response time may be longer at temperatures below 0 °F

Pump

Intake Suction Tubing	
-Length:	3 to 99 ft (0.9 to 30 m)
-Material:	Vinyl or FEP-lined PE
-Inside Diameter:	3/8 in (9 mm)
Pump Tubing Life:	Typically 1,000,000 pump counts
Maximum Suction Lift:	28 ft (8.5 m)
Typical Repeatability:	±5 ml or ±5% of the average volume in a set, whichever is greater, at lifts up to 25 ft
Typical Accuracy at Lifts Up to 25 ft:	±10 ml or ±10% of programmed value, whichever is greater
Typical Line Velocity at Head Height:	3 ft (0.9 m) head height: 3.0 ft/s (0.9 m/s) 10 ft (3 m) head height: 2.9 ft/s (0.88 m/s) 15 ft (4.6 m) head height: 2.7 ft/s (0.82 m/s)

Liquid Presence Detector:	Non-wetted, non-conductive sensor detects when liquid sample reaches the pump to automatically compensate for changes in head heights
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Controller

Enclosure Rating:	NEMA 4X, 6 (IP67)
Program Memory:	Non-volatile ROM
Flow Meter Signal Inputs:	5 to 15 volt DC pulse or 25 ms isolated contact closure for Teledyne ISCO flow meters. 4-20 mA input or non-Teledyne ISCO flow meters
Digital Alarms:	4 programmable outputs; 5V, 100 mA
Number of Composite Samples:	Programmable from 1 to 999 samples

Software

Sample Frequency:	1 minute to 99 hours 59 minutes, in 1-minute increments 1 to 9,999 flow pulses
Sampling Modes:	Constant time – constant volume, constant time – variable volume, variable time – constant volume, (flow modes are controlled by external flow meter signal)
Programmable Sample Volumes:	10 to 9,990 ml in 1 ml increments
Sample Retries:	If no sample is detected, up to 3 attempts; user selectable
Rinse Cycles:	Automatic rinsing of suction line up to 3 rinses for each sample collection
Controller Diagnostics:	Tests for RAM, ROM, pump, display, and electrical components

Ordering Information

5800 Refrigerated Sampler

Suction line, strainer, and bottle configuration not included; order separately.

115V/60Hz	68-5800-001
230V/50Hz	68-5800-002
230V/50Hz w/ Chinese Display	68-5800-003

Bottle Configurations

Twenty-four 1-liter PP bottles	68-5800-015
Twenty-four 350-ml glass bottles	68-5800-016
Four 10-liter round PE bottles	68-5800-005
Four 10-liter round glass bottles.....	68-5800-006
Four 20-liter square PE bottles	68-5800-019
Two 10-liter round PE bottles	68-5800-007
Two 10-liter round glass bottles.....	68-5800-008
One 20-liter round PE bottle	68-5800-011
One 20-liter round glass bottle.....	68-5800-012
One 10-liter round PE bottle	68-5800-009
One 10-liter round glass bottle.....	68-5800-010
Twenty-four 1-liter ProPak bottles.....	68-5800-017
One 10-liter ProPak bottle	68-5800-018

Teledyne ISCO

P.O. Box 82531, Lincoln, Nebraska, 68501 USA
Toll-free: (800) 228-4373 • Phone: (402) 464-0231 • Fax: (402) 465-3091

teledyneisco.com



Teledyne ISCO is continually improving its products and reserves the right to change product specifications, replacement parts, schematics, and instructions without notice.



L-1149 Rev 2.0
9/18

Bill To
Chatfield MN, City of
21 SE 2nd St.
Chatfield MN 55923
United States
Phone:

Ship To
Chatfield MN, City of
90 Library Ln SW
Chatfield MN 55923
United States

Details

Sale and Installation of Isolation Valves for the Lift Station requested by the City. Note: Freight is NOT included. *City to provide a Vac Truck/Bypass while work in progress*

Prepared By	Phone	Email
Dillon Braith	877-645-8004	info@midwestpumpworks.com
Sales Rep	Expires	Terms
Jason Draeger	09/12/2026	Net 30

Item	Comment	QTY	Rate	Amount
INSTALL SERVICES	Installation of 2 - 6" Plug(Isolation) Valves for Lift Station. Includes: On-Site; Travel; Confined Space Entry; and Lot of Equipment. Lot of Equipment; to include: (2) 6" Plug Valves, Gaskets, and Hardware	1		\$8,737.35

Subtotal \$8,737.35

Total \$8,737.35

Pricing is valid for 10 days and does not include freight charges or applicable taxes.

Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.

Signature: _____ Date: _____

NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.

Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.



STANDARD TERMS AND CONDITIONS

1

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) unless stated otherwise on the face of the attached quotation. Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs

Quotation, r4.2025

STANDARD TERMS AND CONDITIONS

2

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

Quotation, r4.2025



 **Phone.**
877.645.8004

 **Address.**
825 SW Ordnance Road
Ankeny, IA 50023

 **Email.**
info@midwestpumpworks.com

 **Website.**
www.midwestpumpworks.com

STANDARD TERMS AND CONDITIONS

3

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT - DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Payment Terms / Please remit to:

Midwest Pump Works
PO Box 735936
Chicago, IL 60673-5936
Online payment accepted at <http://www.midwestpumpworks.com>
PAY NOW 3% charge for credit card and \$2.25 charge for e-Check
PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE

Quotation, r4.2025

825 SW Ordnance Rd
Ankeny, IA 50023

1 Cannon St W
Dundas, MN 55019

1720 Fire Lane Drive
Green Bay, WI 54311