



Pump & Equipment

A Division of Tencarva Machinery Company

3524 Craftsman Boulevard, Lakeland, FL 33803

Phone (863) 665-7867 Fax (863) 667-2951

PROPOSAL/CONTRACT

**TO: Lurleen Evans
City of Lauderhill
2101 NW 49th Ave
Lauderhill, Florida 33313**

DATE: October 9, 2019

Project: WTP Clear Well Replacement Pumps

Hudson Pump & Equipment agrees to sell to Purchaser and Purchaser agrees to purchase from Hudson Pump & Equipment the products as described below:

I. EQUIPMENT DESCRIPTION:

2 Xylem Goulds VIT-DITM 14RHMC-1 Stage Cast Iron with Glass Enamel Bowl Material, Impeller Material 316 Stainless Steel, 8 Mils of Tnemec 140, 50 H.P. TEFC 1800 RPM, 460 Volts, 3 Phase, 60 Hertz, 12" Dia. Column Type Threaded Carbon Steel Pipe x 12 'Ft, Non-Witnessed Performance Test with job motor, installation, alignment, soleplates, templates, anchor bolts, No Spare Parts, Start-Up and Training Included.

2) Pumps & Motors etc. \$ 39,700.00 EA = \$ 79,400.00 Total

2) Days for installation \$ 9,300.00 EA = \$ 18,600.00 Total

II. APPLICABLE SPECIFICATIONS:

NO SPECIFICATIONS PROVIDED

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering.

III. COMMENTS AND CLARIFICATIONS:

IV. BID VALIDITY: This bid is valid for 30 days unless withdrawn by seller in writing and is based upon equipment release for manufacture within 90 days and shipment upon completion or within 10 days of test curve submittal.

V. ESCALATION: Material surcharges and escalation will apply to all orders not released for manufacturing and shipment within 90 days of the quote date.

VI. TERMS OF PAYMENT: 100% net cash 30 days with credit approval. **A 2% processing fee shall be added to all credit card payments.** A late charge of 1.5% per month shall be added to all unpaid balances. The Purchaser shall pay all attorney’s fees and collection charges for any late payments. If shipment is delayed by the purchaser, the date of readiness for shipment shall be deemed the date of shipment for payment purposes. Payments shall be prorated as shipments go forward. Full payment is required before equipment start-up. Payment is not contingent upon Purchaser’s receipt of payment from others.

VII. TAXES: No taxes are included.

VIII. TITLE AND FREIGHT: F.O.B. Factory, Freight Allowed to Jobsite.

IX. PAINT: The equipment will be shop painted per the manufacturers standard paint system.

X. SERVICE: 2 trips and 2 days of service for inspection, start-up and training on are included at no charge. For additional service, add **\$1,200** per day plus expenses.

XI. EXCLUDED ITEMS: The following items are **not** included: standard tools, lubricants, gauges and any other items not specifically listed in this proposal.

XII. TERMS AND CONDITIONS: This proposal is quoted on the standard terms, conditions and warranty of the manufacturers and per the attached. Hudson Pump & Equipment assumes no liability for liquidated damages, consequential damages and/or removal and reinstallation charges.

XIII. SHIPPING DATE: 3-5 week for submittal preparation.
12-15 weeks for manufacture after approval, subject to prior sale.

XIV. TOTAL PRICE, FREIGHT INCLUDED\$ 98,000.00

XV. SIGNATURES

By _____
(Signature)
Jerry Reinstatler

(Name)
Account Manager

(Title)
Hudson Pump & Equipment

(Company)
October 9, 2019

(Date)

Accepted By _____
(Signature)

(Name)

(Title)

(Company)

(Date)

HUDSON PUMP & EQUIPMENT TERMS AND CONDITIONS

WARRANTY - Company warrants title to the product(s) and, except as noted with respect to items not of Company's manufacturer, also warrants the product(s) on date of shipment to Purchaser, to be of the kind and quality described herein, and free of defects in workmanship and material. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE PRODUCT(S).

If within one year from date of initial operation, but not more than eighteen months from date of shipment by Company of any item of product(s), Purchaser discovers that such item was not as warranted above and promptly notifies Company in writing thereof, Company shall remedy such nonconformance by, at Company's option, adjustment or repair or replacement of the item and any affected part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it. Purchaser agrees to notify Company, in writing, of any apparent defects in design, material or workmanship, prior to performing any corrective action back chargeable to the Company. Purchaser shall provide a detailed estimate of the material, labor costs associated with proposed remedy for expeditious review and approval by the Company.

ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY THE COMPANY IS NOT WARRANTED BY COMPANY and shall be covered only by the express warranty, if any, of the manufacturer thereof.

THIS STATES PURCHASER'S EXCLUSIVE REMEDY AGAINST COMPANY AND ITS SUPPLIERS RELATING TO THE PRODUCT(S) WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE. Company and its suppliers shall have no obligation as to any product which has been improperly stored or handled, or which has not been operated or maintained according to instructions in Company or supplier furnished manuals.

NUCLEAR - Purchaser represents and warrants that the product(s) covered by this contract shall not be used in or in connection with a nuclear facility or application.

NONCANCELLATION - Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture, except on mutually acceptable terms.

DELAYS - If Company suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act or failure to act of government, act or omission of Purchaser, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give to Purchaser notice in writing within a reasonable time after Company becomes aware of any such delay.

STORAGE - Any item of the product(s) on which manufacture or shipment is delayed by causes within Purchaser's control, or by causes which affect Purchaser's ability to receive the product(s), may be placed in storage by Company for Purchaser's account and risk.

TITLE AND INSURANCE - Title to the product(s) and risk of loss or damage shall pass to Purchaser at the f.o.b. point, except that a security interest in the product(s) and proceeds and any replacement shall remain in Company, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

LIMITATION OF LIABILITY - Neither Company nor its suppliers shall be liable, whether in contract or in tort or under any other legal theory, for loss of use, revenue or profit, or for cost of capital or of substitute use or performance, or for incidental, indirect, or special or consequential damages, or for any other loss or cost of similar type, or for claims by Purchaser for damages of Purchaser's customers. Likewise, Company shall not, under any circumstances, be liable for the fault, negligence, or wrongful acts of Purchaser or Purchaser's employees, or Purchaser's other contractors or suppliers.

IN NO EVENT SHALL COMPANY BE LIABLE IN EXCESS OF THE SALES PRICE OF THE PART(S) OR PRODUCT FOUND DEFECTIVE.

GENERAL - (a) Company will comply with all laws applicable to Company. Compliance with OSHA or similar federal, state or local laws during any operation or use of the product(s) is the sole responsibility of Purchaser. (b) The laws of the State of Florida shall govern the validity, interpretation and enforcement of any contract of which these provisions are a part, without giving effect to any rules governing the conflict of laws. (c) This document and any other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Unless otherwise specified, any reference to Purchaser's order is for identification only. Assignment may be made only with written consent of both parties.

ACCEPTANCE - The determination of compliance with performance guarantees will be based on results of factory tests under controlled conditions with calibrated instruments and tested per standards of the Hydraulic Institute.

CONTROLLING PROVISIONS - These terms and conditions shall control with respect to any purchase order or sale of the Company's products. No waiver, alteration or modification of these terms and conditions whether on Purchaser's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of the Company.