

RESOLUTION NO. 19R-05-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE PURCHASE AND INSTALLATION OF THREE (3) CLEAR WELL XYLEM GOULD`S VIT-DITM 14 RHMC PUMPS FOR THE WATER TREATMENT PLANT FROM THE SOLE SOURCE PROVIDER HUDSON PUMPS & EQUIPMENT; WAIVING BIDDING REQUIREMENTS; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$147,000.00 FROM BUDGET CODE NUMBERS 401-917-6475 AND 401-921-6440; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA)

WHEREAS, Section 2-141 of the City of Lauderhill Code of Ordinances, designated situations where competitive bidding is not required; and

WHEREAS, Section 2-141(c) provides that non-competitive supplies such as products that are available only from a sole source, such as unique, custom, patented or franchise supplies or services are exempt from the competitive bidding requirements; and

WHEREAS, Hudson Pumps & Equipment has represented that they are the sole source provider of the designated water treatment plant pumps;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. That the competitive bidding requirements are hereby waived, as this purchase is exempt from the competitive bidding requirements pursuant to Section 2-141(c) of the City Code since Adams Valves, Inc. is hereby designated as a sole source provider of water treatment plant valves.

SECTION 2. That the purchase and installation of three (3) Clear Well Xylem Gould`s VIT-DITM 14 RHMC pumps for the water treatment plant from the sole source provider Hudson Pumps & Equipment is hereby approved.

SECTION 3. That payment in an amount not to exceed \$147,000.00 is hereby authorized from Budget Code Numbers 401-917-6475 and 401-91-6440.

SECTION 4. This Resolution shall take effect immediately upon its passage.

DATED this 13 day of May, 2019.

PASSED AND ADOPTED on first reading this 13 day of May, 2019.



PRESIDING OFFICER

ATTEST:


CITY CLERK

MOTION
SECOND

Bates

Thurston

M. BATES
H. BERGER
R. CAMPBELL
D. GRANT
K. THURSTON

Yes

Yes

Yes

Yes

Yes

Approved as to Form



W. Earl Hall
City Attorney



City of Lauderhill

City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 19R-3220

File ID: 19R-3220	Type: Resolution	Status: Agenda Ready
Version: 1	Reference:	In Control: Utilities
		File Created: 04/29/2019
File Name: Hudson Pumps & Equipment		Final Action:

Title: RESOLUTION NO. 19R-05-89: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE PURCHASE AND INSTALLATION OF THREE (3) CLEAR WELL XYLEM GOULD'S VIT-DITM 14 RHMC PUMPS FOR THE WATER TREATMENT PLANT FROM THE SOLE SOURCE PROVIDER HUDSON PUMPS & EQUIPMENT; WAIVING BIDDING REQUIREMENTS; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$147,000.00 FROM BUDGET CODE NUMBERS 401-917-6475 AND 401-921-6440; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Notes:

Sponsors:

Enactment Date:

Attachments: RES-19R-05-89-Sole Source - water plant pumps.pdf, Husdon Pump sole source
RES%2019R-04-69%20Bid%20-%20Sole%20Source%20-%20Hudson%20Pump%20&%20Equipment%20-%20Equipment%20and%20Service%20for%20Water%20Treatment%20Plant, 3-29-2019 New Quantity (3)
WTP Clear Well Replacement Pumps Proposal

Enactment Number:

Contact:

Hearing Date:

* **Drafter:** hjohnson@lauderdale-fl.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Commission Meeting	05/13/2019					

Text of Legislative File 19R-3220

RESOLUTION NO. 19R-05-89: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE PURCHASE AND INSTALLATION OF THREE (3) CLEAR WELL XYLEM GOULD'S VIT-DITM 14 RHMC PUMPS FOR THE WATER TREATMENT PLANT FROM THE SOLE SOURCE PROVIDER HUDSON PUMPS & EQUIPMENT; WAIVING BIDDING REQUIREMENTS; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$147,000.00 FROM BUDGET CODE NUMBERS 401-917-6475 AND 401-921-6440; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Request Action:

State the action requested of the Commission and why the action is necessary. What is the expected outcome of the action?

A resolution approving the award to Hudson Pumps & Equipment an approved sole source vendor for the purchase and installation of three (3) clear well pumps located at the Water Treatment Plant.

Need:

Why is there a need for this action?

The existing clear well pumps have exceeded their life expectancy due to wear and tear and are demonstrating the need why replacement is necessary. We would like to replace three (3) out of the five (5) clear well pumps at this time.

Summary Explanation/ Background:

Provide a summary/background of this agenda request.

A clear well is an enclosed tank that is associated with the daily operations of the City's Water Treatment Plant. Clear wells are used as part of the process for storage of filtered water from the City's Water Treatment Plant, in which the clear well pumps are used to transfer water from the clear wells into the City's two 3 million gallon storage tanks and one 2 million gallon storage booster station that supplies treated and filtered water into the distribution system.

Attachments:

Number all attachments consecutively.

Hudson Pump Resolution 19R-04-69
Hudson Pumps & Equipment Sole Source Letter
Hudson Pumps & Equipment Quote

Cost Summary/ Fiscal Impact:

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements

Budget codes to be used for this purchase are 401.917.06475 and 401.921.06440 in the amount not to exceed \$147,000.00.

Estimated Time for Presentation:

None

Master Plan:

Goal 1: Clean, Green Sustainable Environment

- Increase mass transit ridership
- Reduce City energy consumption
- Reduce water consumption

Goal 2: Safe and Secure City of Lauderdale

- Crime in lower 50% in Broward
- Residents feel safe in neighborhood
- Reduce emergency fatalities

Goal 3: Open Spaces and Active Lifestyle for all ages

- Increase participation in youth sports
- Add new park land and amenities
- Increase attendance at cultural programs and classes

Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas

- Increase commercial tax base
- Increase employment in Lauderdale businesses
- Decrease noxious and blighted uses in commercial areas

Goal 5: Quality Housing at all Price Ranges and Attractive Communities

- Neighborhood signs and active HOAs
- Housing & streets improved, litter reduced
- Increase proportion of single family homes and owner occupied housing

Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity

- Improves City efficiency
- Increase use of Information Technology
- Increases residents perception of Lauderdale as an excellent place to live

RESOLUTION NO. 19R-04-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING A SOLE SOURCE PURCHASE AND DESIGNATION FOR HUDSON PUMP & EQUIPMENT TO PROVIDE SPECIALIZED AND ESSENTIAL EQUIPMENT, SUPPORT SERVICE AND SERVICE TO REPAIR AND FOR MAINTENANCE FOR THE WATER TREATMENT PLANT; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$130,000.00 FROM THE APPROPRIATE BUDGE CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

WHEREAS, Section 2-141 of the City of Lauderhill Code of Ordinances, designated situations where competitive bidding is not required; and

WHEREAS, Section 2-141(c) provides that non-competitive supplies such as products that are available only from a sole source, such as unique, custom, patented or franchise supplies or services are exempt from the competitive bidding requirements; and

WHEREAS, Hudson Pump & Equipment has represented that they are the sole source provider of Xylem Inc/Goulds Water Technology pumps which are needed for the water treatment plant;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. That the competitive bidding requirements are hereby waived, as this purchase is exempt from the competitive bidding requirements pursuant to Section 2-141(c) of the City Code since Hudson Pump & Equipment is hereby designated as a sole source provider of Xylem Inc/Goulds Water Technology pump specialized and essential equipment, support service and service to repair and for maintenance at the water treatment plant.

SECTION 2. That payment in an amount not to exceed \$130,000.00 shall be made from the appropriate Budget Code Numbers.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DATED this 8 day of April, 2019.

PASSED AND ADOPTED on first reading this 8 day of April, 2019


PRESIDING OFFICER

ATTEST:

Andrea M. Andler

CITY CLERK

MOTION
SECOND

Bates
Grant

M. BATES
H. BERGER
R. CAMPBELL
D. GRANT
K. THURSTON

Yes
Yes
Yes
Yes
Yes

Approved as to Form

W. Earl Hall

W. Earl Hall
City Attorney



City of Lauderhill

City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 19R-3187

File ID: 19R-3187	Type: Resolution	Status: Agenda Ready
Version: 1	Reference:	In Control: Finance Department
		File Created: 04/01/2019
File Name: HUDSON PUMPS SOLE SOURCE		Final Action:

Title: RESOLUTION NO. 19R-04-69: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING A SOLE SOURCE PURCHASE AND DESIGNATION FOR HUDSON PUMP & EQUIPMENT TO PROVIDE SPECIALIZED AND ESSENTIAL EQUIPMENT, SUPPORT SERVICE AND SERVICE TO REPAIR AND FOR MAINTENANCE FOR THE WATER TREATMENT PLANT; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$130,000.00 FROM THE APPROPRIATE BUDGE CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Notes:

Sponsors: Faranda **Enactment Date:**

Attachments: RES-19R-04-69-Sole Source - water treatment plant maintenance.pdf, SOLE SOURCE LETTER, Utilities Department Memo **Enactment Number:**

Contact: **Hearing Date:**

* **Drafter:** David Campbell **Effective Date:**

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
------------	--------------	-------	---------	----------	-----------	--------------	---------

Text of Legislative File 19R-3187

RESOLUTION NO. 19R-04-69: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING A SOLE SOURCE PURCHASE AND DESIGNATION FOR HUDSON PUMP & EQUIPMENT TO PROVIDE SPECIALIZED AND ESSENTIAL EQUIPMENT, SUPPORT SERVICE AND SERVICE TO REPAIR AND FOR MAINTENANCE FOR THE WATER TREATMENT PLANT; PROVIDING

FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$130,000.00 FROM THE APPROPRIATE BUDGE CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Request Action:

THE CITY COMMISSION IS BEING REQUESTED TO APPROVE THE SOLE SOURCE DESIGNATION FOR THE COMPANY HUDSON PUMP & EQUIPMENT

Need:

THE NEED IS FOR COMMISSION TO APPROVE THE COMPANY HUDSON PUMP & EQUIPMENT WHO IS THE SOLE SOURCE REPRESENTATIVE FOR XYLEM INC./GOULDS WATER TECHNOLOGY PUMPS WHICH PROVIDES THE WATER TREATMENT PLANT WITH THE SUPPORT AND SERVICE TO REPAIR AND MAINTENANCE SPECIALIZED AND ESSENTIAL EQUIPMENT FOR PROPER FUNCTIONS.

Summary Explanation/ Background:

XYLEM INC./GOULDS WATER TECHNOLOGY PUMPS IS PROVIDING AUTHORIZATION THAT HUDSON PUMP & EQUIPMENT IS THE SOLE SOURCE REPRESENTATIVE ON AN EXCLUSIVE BASIS INTO THE MUNICIPAL UTILITY MARKET FOR THE STATE OF FLORIDA.

Attachments:

- 1) SOLE SOURCE LETTER
- 2) UTILITIES DEPARTMENT MEMO

Cost Summary/ Fiscal Impact:

NOT TO EXCEED \$130,000.00 WITH VARIOUS BUDGET CODES

Estimated Time for Presentation:

Master Plan:

Goal 1: Clean, Green Sustainable Environment

- Increase mass transit ridership
- Reduce City energy consumption
- Reduce water consumption

Goal 2: Safe and Secure City of Lauderhill

- Crime in lower 50% in Broward
- Residents feel safe in neighborhood
- Reduce emergency fatalities

Goal 3: Open Spaces and Active Lifestyle for all ages

- Increase participation in youth sports
- Add new park land and amenities
- Increase attendance at cultural programs and classes

Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas

- Increase commercial tax base
- Increase employment in Lauderhill businesses
- Decrease noxious and blighted uses in commercial areas

Goal 5: Quality Housing at all Price Ranges and Attractive Communities

- Neighborhood signs and active HOAs
- Housing & streets improved, litter reduced

Increase proportion of single family homes and owner occupied housing

Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity

Improves City efficiency Increase use of Information Technology

Increases residents perception of Lauderhill as an excellent place to live



January 28, 2019

**Subject: Municipal Market Representation
State of Florida**

To Whom It May Concern,

This letter serves as the official notice that Hudson Pump & Equipment, a Division of Tencarva Machinery Company, with Florida offices at 3524 Craftsman Boulevard in Lakeland, FL., is the Municipal representative for Xylem, Inc./Goulds Water Technology Pumps, as manufactured by Xylem Texas Turbine Operations.

Hudson Pump & Equipment also represents Xylem Inc./AC branded Pumps, as manufactured at our Morton Grove, Ill. Facility. This representation is on an exclusive basis into the Municipal Utility market in the State of Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "B Stengle".

**Brian Stengle
Southeast Regional Sales Manager -Florida
Xylem Inc.
Applied Water Systems**

MAYOR
Ken Thurston

VICE MAYOR
M. Margaret Bates

COMMISSIONERS
Howard Berger
Richard Campbell
Denise D. Grant

CITY OF LAUDERHILL



CITY MANAGER
Charles Faranda, CM
Desorae Giles-Smith, DCM
Kennie Hobbs, Jr., ACM

CITY ATTORNEY
Earl Hall, Esq.

CITY CLERK
Andrea M. Anderson

UTILITIES

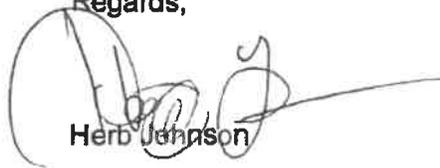
April 1, 2019

Purchasing,

The Utilities Department is currently in need of purchasing and the installation of three (3) new clear well pumps for the Water Treatment Plant. The existing clear well pumps have exceeded their life expectancy due to wear and tear and are demonstrating the need for replacement. We are currently seeking to replace the existing clear well pumps with new, more efficient, and effective Xylem Goulds VIT-DITM 14RHMC. Hudson Pump & Equipment is the sole provider for the Southeast Region of Florida who supplies the aforementioned type of pump.

The clear well pumps are a critical part of the process and daily operations of the Water Treatment Plant. The clear well pumps are used to transfer treated filtered water from the clear wells into the City's two 3 million gallon storage tanks located at the Water Treatment Plant and one 2 million gallon storage booster station located on West Oakland Park Blvd that supplies treated and filtered water into the water distribution system.

Regards,



Herb Johnson



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: March 29, 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:

- 3 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.**

3) Pumps & Motors etc. \$ 39,700.00 EA = \$ 119,100.00 Total

3) Days for installation \$ 9,300.00 EA = \$ 27,900.00 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: 3 trips and 3 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\$ 147,000.00

XV. SIGNATURES

By _____
(Signature)

Jerry Reinstatler
(Name)

Account Manager
(Title)

Hudson Pump & Equipment
(Company)

March 29, 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.