



DATE: July 24, 2017

PROPOSAL NO: SF-1019123-Rev 4

TO: Mr. Christopher J. Wall  
City of Daytona Beach, FL

REFERENCE: Bethune Point WWTP

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TSC Jacobs North on behalf of Gardner Denver NASH is pleased to offer the following proposal;

**EQUIPMENT SCOPE:**

Quantity THREE (3) Hoffman Model 75107-ADOI Multistage Centrifugal Air Blowers, each with a capacity of 4,400 SCFM at 8.8 PSIG Outlet Pressure, with 14.7 PSIA Barometer, 14.7 PSIA at blower inlet flange, 100° F Inlet Temperature, and 36% Relative Humidity. Blower model and performance are the same as sold in 1992 on Sale Order No. C001312.

The blower will be Gardner Denver standard heavy-duty construction with cast iron inlet and outlet heads, cast iron intermediate sections, and aluminum-alloy impellers. The impellers will be assembled on a heavy steel shaft and supported by two outboard mounted ball bearings. The blower inlet & outlet flanges are drilled to 125# ANSI standards. The blower and motor will be mounted on a common structural steel base plate with the blower driven by a 250 HP electric motor, 3550 RPM, 3 ph, 60hz, 460 volt, TEFC severe duty enclosure, 40 C ambient, 1.15 service factor, Class F insulation, Class B temperature rise. 120 volt space heater, T drains,

The following accessories are included for each Blower Package:

- 1 - Set Base Isolation Pads
- 1 - Shaft Coupling, non-spacer, with Orange Peel composite Coupling Guard
- 1 - Inlet air Filter/Silencer, 12" flange, 98% efficiency on 10 microns
- 1 - Discharge Expansion Joint, 14" x 12" concentric reducing, 16" face to face, with control rods
- 1 - Discharge Check Valve, 14", Wafer Style (Short Form)
- 1 - Discharge Butterfly Valve, discharge isolation, 14", Wafer body, manual operator
- 1 - Inlet butterfly valve, throttling service, 12", Wafer body, manual operator
- 1 - Blower Protection Panel; Smartmeter-2 digital panel, Blower surge and motor overload protection, Blower bearing vibration protection, NEMA 4X Stainless Steel enclosure.  
CT furnished loose for installation in the MCC by others.



#### FACTORY TESTING:

The blower is given a standard factory mechanical test\* consisting of operating the unit for a minimum of one hour after stabilization. Speed, vibration, and temperature levels are recorded and verified to be within Gardner Denver engineering and ISO quality PTC9016 standards during this test. The customer as measured by the above mechanical test shall consider successful performance of this equipment as the basis for acceptance unless otherwise noted.

- Gardner Denver reserves the right to conduct all tests with its shop test driver in the event that the actual driver's requirements are incompatible with Gardner Denver's test facilities or a bare blower is purchased.

#### CLARIFICATIONS AND COMMENTS:

- Gardner Denver NASH is the sole and exclusive manufacturer of Hoffman multistage centrifugal blowers.
- The complete scope of supply is as noted above. Any item not specifically noted is not included. Any accessories quoted are shipped loose for mounting by others unless otherwise noted.
- Unloading, storage, installation, installation supervision, switchgear, interconnecting wiring and conduit, pipes, fittings, hardware, gaskets, and anchor bolts are not included.
- Preparation procedures and paint shall be manufacturer's standard specification coating system and color.
- Pre-start up assistance will be provided by manufacturer's representative. Blower alignment must be checked and adjusted to limits as noted in O&M manual by others after equipment is installed and prior to start-up at the job site. The representative does not make adjustments to the alignment.
- On-site start up assistance by a Gardner Denver factory technician or authorized representative is not included. Field services are available at Gardner Denver NASH standard rates, attached.

Proposal No. SF-1019123-Rev 2 June 30, 2017  
City of Daytona Beach, Florida  
Bethune Point Wastewater Treatment Plant.  
Multistage Centrifugal Blowers



**COMMERCIAL TERMS:**

Price shown is FOB Destination, Daytona Beach. Equipment will be shipped on one (1) flatbed truck to the job site.

Prices are firm through shipment provided written release to production is received within four weeks of initial drawing submittal and acceptance of our proposed shipment schedule. Any delays to either will result in adjusting the price to price in effect at the time of shipment.

The following Gardner Denver forms are attached and apply:

- Terms and Condition of Sale
- Field Service – Rates

Payment: Subject to Gardner Denver standard terms and conditions. NET 30 days subject to Gardner Denver credit manager approval. Orders over \$100,000 are subject to progress payments.

Shipment: 10 to 12 weeks after receipt of a written order and/or approval of all drawings. Lead-time is estimated and is subject to confirmation when an order is received and production load at time of release.

Validity: Proposals are valid for 90 days from the date of issue.

**TOTAL PRICE: \$ 356,321 US Dollars**

Price escalation may apply if order is not shipped within one year of order date

Respectfully Yours,

Respectfully Yours,

Keith E. Collins  
Hoffman and Lamson Centrifugal blowers

Gardner Denver NASH  
100 Gardner Park  
Peachtree City, GA 30269  
Ph.: 770-632-5026  
Fax: 770-486-5628  
[keith.collins@gardnerdenver.com](mailto:keith.collins@gardnerdenver.com)

Gerald Mendez  
Sales Representative

**TSC Jacobs**  
24156 SR 54, Suite 3  
Lutz, FL 33559  
Ph.: 813-848-2660  
Cell: 813-625-3318  
[geraldtscjn@verizon.net](mailto:geraldtscjn@verizon.net)

**REPRESENTATIVE:** TSC Jacobs, Gerald Mendez  
**QUOTATION FOR:** Bethune WWTP, Daytona Beach, FL  
**ADDRESS:**  
**APPLICATION:**  
**FOR INSTALLATION AT:** Bethune, WWTP

**DATE:** 6/30/2017

Wt	Part #	Qty	Description	Unit Sell	Total
16500	75107	3	75107-ADOL blower, 12" flg in/out, Pos 1 inlet Pos 1 outlet	\$69,753.73	\$209,261.19
	Peel751	3	Orange Peel Cplg Guard (plastic) - OSHA compliant - 751	\$220.90	\$662.70
	DTVP	6	Vibration Transmitter; Per Bearing; (NO AREA CLASSIFICATION) Incl p/n VP1024035 - Drill/Tap, 4-20 mA output, NEMA 4X (CF0556006)	\$1,484.41	\$8,906.46
6300		3	250HP Motor, 460 volt, TEFC Severe duty, SP heater, BALDOR	\$18,528.80	\$55,586.40
<b>22800</b>		<b>15</b>	<b>Subtotal</b>		<b>\$274,416.75</b>
306	VP1005976	3	12" Inlet Butterfly Valve, Resilient Seat, Wafer, Handwheel Act;	\$1,263.12	\$3,789.36
381	VP1024065	3	14" Disch. Butterfly Valve, Resilient Seat, Wafer, Handwheel Act;	\$2,177.02	\$6,531.06
660	BA1006600000	3	14" Check Valve (Wafer)	\$3,819.60	\$11,458.80
300		3	14"x12" concentric reducing expansion joint with control rods, 16" laying length, butyl rubber	\$3,019.90	\$9,059.70
	BA2182nn	3	Duplex SmartMeter Surge/OL, Brg Vibration	\$11,672.89	\$35,018.67
	SSMN4X304	3	Single SmartMeter; ADDER, NEMA 4X Type 304 SST Enclosure	\$1,274.79	\$3,824.37
183	VP1012720	3	Intake Fil/Sil; Hi-Flow; Cartridge; 12" FLG; Element -VP1012699 - Rated 6200 CFM	\$2,171.89	\$6,515.67
	VP1012699	3	Spare Filter (Hi-Flow) Element, GD0425 - Hi-Flow Synthetic Element; 98% @ 10 microns	\$905.57	\$2,716.71
<b>1830</b>		<b>24</b>	<b>Subtotal</b>		<b>\$78,914.34</b>
		1	Freight (Estimated), flat bed truck, tarped	\$2,990.00	\$2,990.00
<b>24630</b>		<b>40</b>	<b>Total</b>		<b>\$356,321.09</b>

**Additional Notes**

- 1- New blower assembly and motor to replace existing from SO# C001312, SN MO25490
- 2- Quoting FOB Factory, with freight cost included to job site, shipment via flat bed truck
- 3- Estimated lead time is 10 weeks ARO
- 4- START UP is NOT included. Add \$5,550 for 1 man, 1 trip, 2 days on site for factory tech or authorized rep start up.

**POLICY:**

The services of a technician or engineer from Gardner Denver Engineered Products Division to inspect or repair a machine in the field, whether under warranty or not, are subject to a service charge. A firm commitment in the form of a hard copy purchase order will be required before the technician or engineer is scheduled and/or departs for any job site.

A PURCHASE ORDER MUST BE FAXED, ALONG WITH GARDNER DENVER SITE READINESS COMPLETED PAPERWORK (IF APPLICABLE), TO OUR SERVICE DEPARTMENT AT **724-239-1502** BEFORE ANY SERVICE CAN BE PERFORMED.

If the machine in question is within the warranty period and inspection by the Gardner Denver technician or engineer reveals a defect in workmanship or materials for which the factory is accountable, the service charge will be rescinded. However, if in the judgment of Gardner Denver, the factory is not accountable for whatever defect or deficiency exists, then the service charge will apply. Gardner Denver terms and conditions of sale apply to all field service work

**LEVELS OF SERVICE:**

**Field Service Technicians** provide customers with

- Preventative Maintenance / Warranty Renewal Programs
- Start-up activities
- Certified Vibration Analysis
- Laser Alignment
- Troubleshooting
- Training & Maintenance Seminars
- Diagnostics & Testing

**Engineering Services** provide customers with

- Blower reconfiguration for performance changes
- Performance curves
- Amp curves
- System Consulting
- Technical product support
- Customer application engineering
- Seismic Calculations
- Product Upgrades
- Instrumentation upgrades

Level of service required and associated rates will be verified prior to commencing service work.

**NORTH AMERICA SERVICE RATES:**

The rate for Field Service Technician is \$135.00 USD per hour (6-hour minimum). The rate for Engineering Services is \$175.00 USD per hour (6-hour minimum). Travel to and from the job site for Field Service Technician is \$105.00 USD per hour. Travel to and from the job site for Engineering Services is \$135.00 USD per hour.

**INTERNATIONAL SERVICE RATES:**

The rate for Field Service Technician is \$220.00 USD per hour (6-hour minimum). The rate for Engineering Services is \$285.00 USD per hour (6-hour minimum). Travel to and from the job site for Field Service Technician is \$150.00 USD per hour. Travel to and from the job site for Engineering Services is \$195.00 USD per hour.

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**Gardner Denver Nash**

PO Box 130, Bentleyville, PA 15314  
Phone: 800-982-3009 / 724-239-1500  
Fax: 724-239-1502  
E-mail: info.HoffmanLamson@gardnerdenver.com



by Gardner Denver

Policy  
**Field Service Rates**  
Centrifugal Products

**OVERTIME & EXPENSES:**

Transportation and usual living expenses are charged at cost plus a 15% carrying fee, including the cost of a rental car where the use of it is necessary or desirable. Work and/or travel totaling over 8 hours per day Monday through Friday and all Saturday work or travel will be charged at 1.5 times the applicable rate. All chargeable Sundays and holidays will be 2 times the applicable rate. Where work extends from one week to the next, but no work is performed over weekend, customer has option of paying roundtrip to base point including time and expenses at cost plus a 15% carrying fee, or retaining Representative in local area, paying living expenses and straight time daily rates for Saturdays and/or Sundays not worked. Escalated service rates for emergency field service requests (typically 2 weeks or less from request to departure) will be determined before a technician or engineer departs and will be communicated in advance.

**PARTS:**

Any parts used for service will be invoiced at prevailing prices unless repair is being covered under warranty. All parts are shipped Ex-works, factory, Charleroi, PA 15022 USA.

**INCREASE OF SERVICE RATES:**

Rates quoted herein are subject to adjustment without notice. Charges for engineering or technical field service will be based upon rates in effect at the time the services are performed, but in no case will an increase exceed 10% of the quoted rates.

**PAYMENT:**

Subject to Gardner Denver terms and conditions of sale. Net 30 days subject to Gardner Denver credit manager approval. Orders over \$100,000.00 USD may be subject to progress payments. We accept approved credit card orders. No International service work will commence without the customer having opened a letter of credit or cash in advance. The cost of the service will be estimated beforehand and adjusted after the work is completed. There will be no exceptions to this policy.

**INTERNATIONAL TRAVEL:**

Gardner Denver company policy allows for business class travel for any international flight of eight (8) hours or more in duration.

**ACKNOWLEDGEMENT OF FIELD SERVICE REQUEST:**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ P.O. No.: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Gardner Denver Nash**

PO Box 130, Bentleyville, PA 15314  
Phone: 800-982-3009 / 724-239-1500  
Fax: 724-239-1502  
E-mail: info.HoffmanLamson@gardnerdenver.com

EXCEPT AS OTHERWISE AGREED IN WRITING, THESE TERMS AND CONDITIONS GOVERN ALL OUR CONTRACTS TO THE EXCLUSION OF OTHER TERMS AND CONDITIONS. OUR QUOTATIONS AND ESTIMATES ARE NOT OFFERS CAPABLE OF ACCEPTANCE BY YOU, AND ANY ORDER PLACED BY YOU WILL ONLY BE ACCEPTED BY OUR WRITTEN CONFIRMATION OF SUCH ORDER.

**GENERAL PROVISIONS**

1. The definition of terms used, interpretation of this agreement and rights of parties hereto shall be construed under and governed by the Uniform Commercial Code of the State of Illinois. "Seller" when used herein means GARDNER DENVER, INC. "Purchaser" when used herein means the person, firm or corporation to whom this quotation is addressed. And "Equipment" or "Products" means those articles, supplies, and drawings, data or other property or services described herein.
2. All quotations are for immediate acceptance and subject to change or withdrawal without notice before an order is acknowledged by Seller. This proposal shall not become effective until accepted by an authorized employee of the Seller. This proposal cannot be changed or varied by any verbal agreement. If this proposal is deemed to constitute an offer, it may be accepted only on terms set forth in this proposal, including, without limitation, these Terms and Conditions. If this proposal constitutes an acceptance of an offer, such acceptance is expressly conditioned on Purchaser's assent solely to the terms of proposal, including, without limitation, these Terms and Conditions. An acceptance of any part of the Equipment or services covered hereunder shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Purchaser and/or any attempt by Purchaser to vary any of these terms and conditions shall be deemed a material alteration and is hereby objected to and rejected.
3. Unless otherwise agreed by Seller in writing, Seller's prices are subject to change without advance notice at any time prior to order acknowledgment. Seller reserves the right to adjust the invoice price, after the price is quoted and/or acknowledged, to take account of any material variation in Seller's costs beyond Seller's reasonable control since the date of the quotation or (if no quotation is issued) the order acknowledgement, and the invoice so adjusted shall be payable as if the price set out therein were the original contract price. All sales are subject to increase without notification by the amount of any sales or excise tax levied or charged by any governmental agency and are subject to any price adjustment necessitated by Seller's compliance with any government action.
4. All sales under all orders and these terms and conditions are subject to Seller and/or Government priorities, laws and regulations, now or hereafter established.
5. The Seller reserves the right to change discontinue or modify the design and construction of any product or to substitute material equal to or superior to that originally specified, without notice to the Purchaser.
6. All claims by Purchaser for shortages in a shipment of Equipment or Equipment damaged in transit must be made against the carrier. All claims by Purchaser against Seller for nonconforming Equipment and claims for shortages in a shipment or damaged Equipment (other than claims to be made against the carrier) must be made in writing to Seller within ten (10) days after receipt of shipment or thirty (30) days after date of shipment, whichever occurs first, or they are waived.
7. Any action for breach of the contract hereunder must be commenced within one year after the cause of action has accrued. Only variations or modifications to the contract, which are made in writing signed by Seller and Purchaser, shall be enforceable. Any failure by Seller to enforce its rights under this contract will not be deemed a waiver of such rights.
8. All disputes arising under or in connection with this Contract shall be resolved by (a) good-faith negotiations by knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute, or (b) in the event such negotiations do not resolve such dispute, binding arbitration held in Chicago, Illinois, by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own costs of these procedures; the parties shall equally split the fees of the arbitration and the arbitrator. Notwithstanding the above, either party shall have the right to seek a temporary restraining order or an injunction related to the purposes of this Contract, to compel compliance with confidentiality obligations, or to file suit to compel compliance with this dispute resolution process.
9. Purchaser may not assign, novate or otherwise transfer its rights or obligations under this contract without Seller's prior written consent, and any attempt to do so shall be null and void and of no effect.
10. The minimum order value is \$100.00.

**CANCELLATION**

Purchaser cannot cancel orders under any circumstances without Purchaser first reaching an agreement in writing with Seller covering all Sellers' damages. For standard Equipment (catalogue equipment, ordinarily carried in stock), such agreement shall provide, at a minimum, a cancellation charge of at least 15% of the purchase price of the goods covered by the cancelled orders to cover overhead and profit. In addition, for special Equipment (i.e., equipment manufactured per Purchaser's requirements, and not stocked as a standard product), cancellation charges must, at a minimum, reimburse Seller for all expenses incurred (including but not limited to costs of purchased materials), engineering costs, and an amount to cover overhead and profit, and will be based on the following schedule of minimum values, whichever is greater: Order Entry — 10% of purchase order value; Completion of Engineering — 25% of purchase order value; Materials on Order — 50% of purchase order value; Fabrication Started — 100% of purchase order value.

**ENGINEERING CRITERIA**

The Equipment furnished by Seller are sophisticated engineering products; accordingly, Purchaser undertakes:

1. That it has provided and will promptly provide all the information reasonably necessary to enable Seller to (i) evaluate the requirements for performing and (ii) perform the Contract, and that all such information is full and accurate;
2. That all premises, plant, engineering support, spare parts, connected pipe work and machinery and inputs that it is required to provide for the design, engineering, installation, testing and use of the Products are fit for their purpose and of good engineering quality;
3. Fully to co-operate with Seller in the design, engineering, installation, testing and use of the Products;
4. To use the Products for the intended purpose only and in accordance with the Product literature; and
5. Not under any circumstances, to use any unapproved spare part, connected machinery, service or repair or use the Products in any manner as may render the Products dangerous and agrees that any breach of these negative criteria will negate all specific and implied conditions and obligations on the part of Seller relating to the quality of the Products.

Purchaser further agrees that it will be liable to Seller for any costs, expenses and losses it suffers by reason of any breach of these undertakings.

**DRAWINGS, DESIGNS AND CONFIDENTIALITY**

1. All of Seller's specifications, designs, drawings, indications of physical, chemical and electronic properties and indications of inlet pressure or vacuum, pressure output and power consumptions ("the Designs") are made in good faith and are approximate indications only and are not binding in detail unless Purchaser has specified in writing a particular indication upon which he is relying and Seller shall be entitled to vary the same and/or to correct errors and omissions provided the Products remain in substantial conformity with the contractual requirements.
2. The Designs (including all copyright, design right and other intellectual property in them) shall as between the parties be the property of Seller; and Purchaser is not entitled to make any use of the Designs other than for the purpose of this Contract.
3. Any inventions, modifications, improvements, techniques or know-how affecting the Products made or gained in the course of performing this Contract shall belong to Seller absolutely.
4. Neither party shall disclose to third parties or use for its own purposes any confidential information or trade secrets of the other party.

**SHIPMENT, PAYMENT AND CREDIT**

1. Credit Terms of Payment: A. Domestic — Net thirty (30) days from date of invoice. Delinquent accounts shall bear interest at 18% per annum thereafter, until paid. Said interest rate shall be reduced to the maximum permissible rate in any state having laws, which so require. B. International — Unless otherwise agreed to by the Seller's Manager of Credit and Collection, payment shall be in U.S. Funds by wire transfer or irrevocable Letter of Credit, confirmed by a major U.S. Bank. In addition to such late payment charges, Seller may add to the amount past due any costs associated with collection thereof, including reasonable attorneys' fees.
2. Seller may, in its sole discretion, accept payment for Products by cash in advance or by money-down with scheduled progress payments.
3. Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Purchaser fails to fulfill the terms of payment, or if at any time before payment in full is made (whether or not payment is yet due) a petition is presented or resolution passed for the winding up or bankruptcy of Purchaser, or in the event of the appointment of a receiver or administrator of Purchaser's business, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right previous to making any shipments, to require from Purchaser satisfactory security for performance of Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchase shall impair administrator of Purchaser's business, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right previous to making any shipments, to require from Purchaser satisfactory security for performance of Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchase shall impair Seller's right in case of any shipment default of Purchaser.

**Gardner Denver Blower Division**

100 Gardner Park, Peachtree City, GA 30269  
Phone: 800-982-3009 / 770-632-5000  
Fax: 770-486-5628  
E-mail: [blowersmktg@gardnerdenver.com](mailto:blowersmktg@gardnerdenver.com)  
Web: [www.gardnerdenver.com](http://www.gardnerdenver.com)

*"Over 145 Years of Leadership"*

4. All sales are ex-works unless otherwise expressly stipulated. Seller may, in its discretion, select the carrier unless specified in advance by Purchaser.
5. Seller's responsibility for damages in transit ceases upon delivery of goods to destination specified in the Order and Purchaser then assumes responsibility for damage determination and collection from carrier.
6. While expected dates of delivery of goods are given in good faith, the same are not of the essence of or in any way terms of the contract or representations of fact. All shipping dates given are approximate, and while effort is made to maintain schedules, Seller will not be liable for damages on account of delay. In case of delay by Purchaser in furnishing complete schedules or information, delivery dates may be extended for a reasonable time depending on factory conditions. The Seller shall not be responsible for reasonable or excusable delays nor shall the Purchaser refuse to accept delivery because of any such delays. Excusable delays include, without limitation, delays resulting from accidents, fires, floods, severe weather or other acts of God, strike, lockout or other labor difficulties, embargoes, government controls or other forms of intervention, inability to obtain labor, materials or services and other causes beyond Seller's control. If there is a scarcity in any of its products or goods, Seller will allocate its available supply in its sole discretion.
7. All Equipment or parts furnished by Seller shall remain the property of Seller until paid for in full. Pending payment of the full purchase price of the Equipment or parts furnished by Seller, Purchaser shall at all times keep the Equipment or parts comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by Purchaser in an amount at least equal to the balance of the price for the same from time to time remaining outstanding.
8. Between delivery and payment in full, the risk in the Equipment furnished by Seller shall be with Purchaser, who shall keep the same in good condition and repair, properly stored and labeled as being Seller's property.
9. In the event of Cancellation in accordance with the provisions hereof, or in the event of non-payment (in full or in part) for the Equipment by the due date, Purchaser hereby irrevocably licenses Seller (insofar as it is able) to enter upon any premises to repossess the Equipment.

#### INDEMNITY

Purchaser will indemnify, defend and hold Seller, its affiliated companies and their respective directors, officers, employees and agents harmless from any loss, claim, cost, expense or damage (including payment of reasonable attorneys' fees) suffered or incurred by any of them and/or for which any of them may be liable to any third party due to, arising from or in connection with, directly or indirectly:

- (i.) any violation of law, negligence, omission or intentional misconduct on the part of the Purchaser, its servants, agents or employees;
- (i.) Purchaser's instructions or lack of instructions or Purchaser's failure or delay in taking delivery;
- (ii.) the breach of any provision of this Agreement by Purchaser; or
- (iii.) any infringement or alleged infringement of patents, trademarks, copyright, design, right or other intellectual property right occasioned by the importation, manufacture or sale of the Equipment if made to the specification or special requirement of Purchaser.

#### LIABILITY

Seller's total liability for any and all claims, damages, losses and injuries arising out of or relating to Seller's performance or breach of any term herein shall not exceed the purchase price of the Equipment. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL SELLER BE LIABLE FOR LIQUIDATED, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES OR COSTS, INCLUDING BUT NOT LIMITED TO: (1) LOSS OF PROFITS, BUSINESS OR GOODWILL; (2) LOSS OF USE OF EQUIPMENT OR FACILITIES; OR (3) LOSS RESULTING FROM UNUSABLE MACHINERY OR FACILITY DOWNTIME, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL FOR SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

#### DISCLAIMER OF WARRANTY

SELLER DOES NOT WARRANT THE MERCHANTABILITY OF ITS PRODUCTS AND DOES NOT WARRANT THE FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY CONTAINED HEREIN. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND THAT WHICH IS DESCRIBED BELOW.

#### WARRANTY OF GOODS MANUFACTURED BY SELLER

1. Except to the extent Seller specifies another warranty period in writing, Seller warrants products and parts manufactured by it and sold hereunder to be free from material defect in material and workmanship for a period of twelve (12) months from date of startup or eighteen (18) months from date of shipment whichever occurs sooner (the "Warranty Period") provided, however, that Seller's sole responsibility under this warranty shall be to either repair or replace at Seller's option, any part which fails during the Warranty Period because of a defect in workmanship and material. Such replacement parts shall be provided at no cost to Purchaser, at the business establishment of Seller, or a repair facility authorized by Seller, during regular working hours. No Equipment may be returned by Purchaser without Seller's prior written consent, and Seller will not be liable for costs incurred by Purchaser in connection with returning equipment or parts, or otherwise, without Seller's prior written consent. Seller's obligation under this warranty shall not include any transportation charges, cost of installation, duty, taxes or any other charges whatsoever.
2. Seller shall be under no liability for breach of the warranty set forth herein: (i) unless the Equipment has been properly installed, used, maintained and serviced; (ii) unless Purchaser has promptly informed Seller in writing of the defect alleged within the Warranty Period and within 7 days of the discovery thereof; (iii) with respect to wearing and consumable parts; (iv) if Purchaser places Products in long-term storage and fails to perform proper long-term storage preparations per Seller's instructions; and/or (v) to Equipment or component parts or accessories thereof not manufactured by Seller.
3. Seller makes no representation regarding compliance with any state, provincial, or local law, rules, regulations, building code or ordinance relating to the installation or operation of the Equipment.
4. If the Purchaser informs the Seller of a defect after the Warranty Period has expired, then Seller may offer advice (free of charge) and may offer repair or replacement at Purchaser's expense. Any dispute as to whether a defect is covered by the Warranty shall be immediately referred to an expert to be agreed by Seller and Purchaser whose decision shall be final and binding upon the parties.
5. There are no third party beneficiaries of the Warranty granted by Seller herein.

#### WARRANTY OF OTHER MANUFACTURER'S PRODUCTS

Seller makes no warranties or representations of any kind whatsoever, either expressed, implied or statutory on any component parts or accessories sold hereunder which are not manufactured by Seller. Seller hereby extends the manufacturer's warranty or guaranties, if any, given to Seller by the manufacturer of said component parts and accessories, but only to the extent Seller is able to enforce such warranty or guaranties. Seller does not guaranty warranties of other manufacturers' products. Claims under any manufacturer's warranty shall be made in accordance with the manufacturer's requirements regarding the return, repair or replacement of the goods. Seller agrees to use its best efforts and will cooperate with Purchaser in enforcing any claims against manufacturer(s) for defects that may occur. Seller has not authorized any party to make any representation or warranty other than the above warranty statements.

#### CONFLICTING LAW

Some jurisdictions provide rights in addition to those listed above, or do not allow the exclusion or limitation of implied warranties, or liability for incidental or consequential damages. If any provision or part of a provision of these terms is found to be illegal, invalid or unenforceable under any applicable law, such provision or part of a provision shall, insofar as it is severable (whether or not payment is yet due) a petition is presented or resolution passed for the winding up or bankruptcy of Purchaser, or in the event of the appointment of a receiver or administrator of Purchaser's business, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right previous to making any shipments, to require from Purchaser satisfactory security for performance of Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchase shall impair Seller's right in case of any shipment default of Purchaser, from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

#### SPECIAL PROVISIONS

The Equipment or parts sold hereunder are not designed or manufactured for use in or with any atomic installation or activity. If Purchaser or the ultimate user of these products intends to use them in such an installation or activity, Seller's Terms for Nuclear Sales shall be a part of this Contract. Seller will furnish Purchaser with a copy of its Terms for Nuclear Sales upon request

#### Gardner Denver Blower Division

100 Gardner Park, Peachtree City, GA 30269  
Phone: 800-982-3009 / 770-632-5000  
Fax: 770-486-5628  
E-mail: [blowersmktg@gardnerdenver.com](mailto:blowersmktg@gardnerdenver.com)  
Web: [www.gardnerdenver.com](http://www.gardnerdenver.com)



*"Over 145 Years of Leadership"*





July 24, 2017

Re: Sole Source Status

To – City of Daytona Beach, FL:

Please be advised that **TSC-Jacobs North** is the exclusive representative for centrifugal blowers in the Water / Wastewater Treatment market segment in the State of Florida for Gardner Denver, Inc. As such, Hoffman and Lamson multistage centrifugal blowers, Hoffman Revolution high speed turbo blowers, Turbotron regenerative blowers, blower accessories, parts and service are available for quotation and purchase only through TSC Jacobs for this market and territory

Gardner Denver, Inc. is the sole owner and manufacturer of Lamson and Hoffman multistage centrifugal blowers, Hoffman Revolution high speed turbo blowers, and Turbotron regenerative blowers and parts for those blowers.

Orders may be placed directly with Gardner Denver.

Gardner Denver mailing address for orders is:

Gardner Denver Nash, LLC  
200 Simko Boulevard  
Charleroi, PA 15022

If you have any questions, please contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "Keith E. Collins".

Keith E. Collins  
Manager, Sales Engineers

*Amendments to Gardner Denver Terms and Conditions of Sale for  
City of Daytona Beach, Bethune WWTP*

*In GENERAL PROVISIONS, revise the following provisions:*

Revise Section 3 as follows (additions underlined; deletions ~~struck through~~):

3. ~~Unless otherwise agreed in writing, Seller's prices are subject to change without advance notice at any time prior to acknowledgment. Seller reserves the right to adjust the invoice price, after the price is quoted and/or acknowledged, to take account of any material variation in Seller's costs beyond Seller's reasonable control since the date of the quotation or (if no quotation is issued) the order acknowledgment, and the invoice so adjusted shall be payable as if the price set out therein were the original contract price. All sales are subject to increase without notification by the amount of any sales or excise tax levied or charged by any governmental agency and are subject to any price adjustment necessitated by Seller's compliance with any government action. The prices set forth in Seller's quotation will be firm through the date that the Buyer accepts such quotation, provided that the Buyer accepts such quotation in the manner and within the time period set forth in Seller's quotation. If Buyer provides notice of acceptance in a manner that does not conform to the requirements of Seller's quotation, and Seller elects to raise prices on the items quoted, Seller must notify Buyer in within 5 business days of such election, including the revised prices. Buyer will have 10 business days thereafter to cancel Buyer's notice and the sale without cost or penalty to Buyer.~~

Delete Section 5 in its entirety.

Revise Section 7 as follows (additions underlined; deletions ~~struck through~~):

7. ~~Any action for breach of the contract hereunder must be commenced within one year after the cause of action has accrued. Only variations or modifications to the contract which are made in writing signed by Seller and Purchaser shall be enforceable. Any failure by either party to this contract Seller to enforce its rights under this contract will not be deemed a waiver of such rights.~~

Revise Section 8 as follows (additions underlined; deletions ~~struck through~~):

8. ~~All disputes arising under or in connection with this Contract shall be resolved by (a) good faith negotiations by knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute, or (b) in the event such negotiations do not resolve such dispute, binding arbitration held in Chicago, Illinois, by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own costs of these procedures; the parties shall equally split the fees of the arbitration and the arbitrator. Notwithstanding the above, In addition to any other rights in law or equity, either party shall have the right to seek a temporary restraining order or an injunction related to the purposes of this Contract, including to compel compliance with public records, confidentiality, or trade secret confidentiality obligations, or to file suit to compel compliance with this dispute resolution process.~~

In DRAWINGS, DESIGNS AND CONFIDENTIALITY, revise Section 4 to read as follows (additions underlined; deletions ~~struck through~~):

1. Neither party shall disclose to third parties or use for its own purposes any confidential information or trade secrets of the other party. For purposes herein, "confidential information" excludes any documents, disclosure of which is required by Florida's Public Records Law, Chapter 119, Florida Statutes.

In SHIPMENT, PAYMENT AND CREDIT, revise the following provisions:

Revise Section 1 to read as follows (additions underlined; deletions ~~struck through~~):

1. Credit Terms of Payment A. Domestic- Net thirty (30) days from date of invoice. Delinquent accounts shall bear interest, until paid, at either of the following rates, whichever is lower: 18% per annum, or the statutory interest rate for judgments in the State of Florida. ~~thereafter, until paid. Said interest rate shall be reduced to the maximum permissible rate in any state having laws which so require.~~ B. International ~~-N/A. Unless otherwise agreed to by the Seller's Manager of Credit and Collection, payment shall be in U.S. Funds by wire transfer or irrevocable letter of credit confirmed by a major U.S. Bank. In addition to such late payment charges, Seller may add to the amount past due any costs associated with collection thereof, including reasonable attorneys' fees.~~

Delete Section 3 in its entirety.

Revise Section 9 to read as follows (additions underlined; deletions ~~struck through~~):

9. In the event of Cancellation in accordance with the provisions hereof, or in the event of non-payment (in full or in part) for the Equipment by the due date, Purchaser hereby agrees to provide irrevocably licenses Seller access, during normal business hours and upon advance notice ~~(insofar as it is able)~~ to enter upon any premises to repossess the Equipment.

In INDEMNITY, add the following clause at the beginning of the initial sentence: "Subject to the limitations, including monetary limitations, set forth in Florida Statutes Section 768.28, which limitations are expressly not waived by Purchaser,..."

In WARRANTY OF GOOD MANUFACTURED BY SELLER, revise paragraph (ii) of Section 2 by changing "7 days" to "21 days".