

**RESOLUTION 15-55**

**A RESOLUTION TO AUTHORIZE THE EMERGENCY REPAIR OF THE  
RAW WATER INTAKE PUMP #1**

**WHEREAS**, the raw water intake pump #1 is inoperable; and

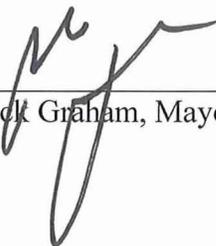
**WHEREAS**, the pump is a vital part of the Spring Hill water system and must be repaired immediately; and

**WHEREAS**, Section X (10) of the City of Spring Hill Purchasing manual allows for emergency purchases; and

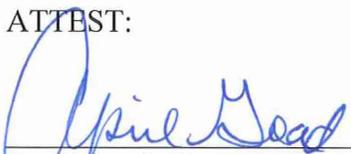
**WHEREAS**, Staff has met all requirements of the emergency purchase of the raw water intake pump #1.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill authorizes the repair of the raw water intake pump #1 from Wascon Sales and Service, Livingston, TN in an amount not to exceed \$26,404.54 as recommended by the Budget and Finance Advisory Committee on June 1, 2015.

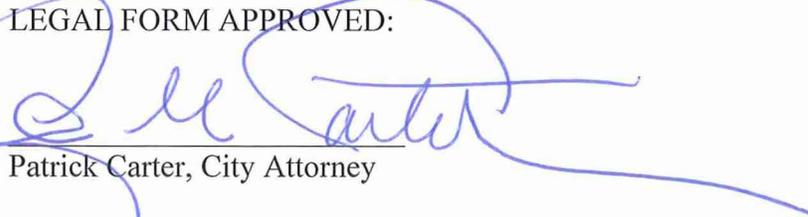
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15<sup>th</sup> day of June, 2015.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 15-55*  
**SUBMITTED BY:** Dan Allen, Assistant City Administrator  
Caryl A. Giles, WTP Superintendent  
**DATE:** May 27, 2015  
**RE:** Emergency Repair of Raw Water Pump #1  
**ATTACHMENTS:** Four Quotations

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**PURPOSE:**

Repair raw water pump #1

**BACKGROUND:**

Pump is out of service, this pump was “banging” badly giving the operators an indication that the pump is in need of repair. Taking the pump out now will save thousands of dollars if something were to break inside the pump, stop the pump at 1770 rpm, and torque the pump and motor.

**FINANCIAL IMPACT:**

This is a budgeted line item (262) \$50,000.00 (2015-16)

**Cost will not exceed: \$26,404.54**

**STAFF RECOMMENDATION:**

We are moving into the summer months that are typically the most in water usage by the consumers. It is recommended this pump be repaired as soon as possible to supply a consistent and reliable water supply.

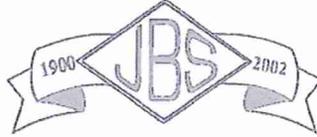
**ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):**

This repair will be performed by Wascon Sales and Service, Livingston, TN. Four quotes were received with Wascon being the lowest. I have full confidence in this company to make the repairs. This repair has a lead time of four (4) weeks. Upon re-installation we will be 100% at the intake with raw water pumps.

# JOHN BOUCHARD & SONS CO.

**Construction Services Division**

Mechanical Contracting  
 Bouchard Fire Protection  
 Electrical Contracting



**Industrial Distribution Division**

Pumping Systems  
 Air Compressors  
 Industrial Sales

**Machine Services Division**

Repair, Fabrication, & Shop Services

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**Foundry Division**

Iron Construction Castings

1024 HARRISON ST. • NASHVILLE, TN • (615) 256-0112 • FAX (615) 256-2427

Name TOWN OF SPRING HILL  
 Address P.O. BOX 789  
 City SPRING HILL State TN Zip 37174  
 Phone 615-489-5791 Fax \_\_\_\_\_  
 Attn: CARYL GILES Quote # DR-5515-01

Date 5/5/2015  
 Rep JEFF DICKSON  
 Terms NET 10TH PROX  
 FOB SHIP POINT  
 Frt Term PREPAY & ADD

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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**WE ARE PLEASED TO QUOTE THE FOLLOWING:  
 Flowserve Raw Water Pump #1**

1	Labor and materials to rebuild Raw water pump #1 with a new Flowserve bowl assembly, fabricate new shafts, replace rubber bushings, new packing box bearing, reassemble and test run pump.	\$37,807.00
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Crane prices for one day of removal and lay on ground and two days installation we do not recommend installation in one piece due to the length of the pump.	\$4,416.00
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**THIS PRICE DOES NOT INCLUDE PIPE COLUMNS OR  
 DISCHARGE HEAD.**

**TOTAL    \$42,223.00**

TAXES AND FREIGHT NOT INCLUDED, ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS,  
 STOCK ITEMS SUBJECT TO PRIOR SALE

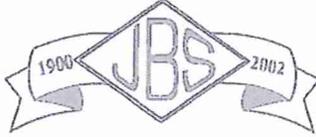
Accepted By: \_\_\_\_\_  
 customer signature

Written By: \_\_\_\_\_  
 DENNIS ROOP  
[dennis.roop@jbouchard.com](mailto:dennis.roop@jbouchard.com)

# JOHN BOUCHARD & SONS CO.

**Construction Services Division**

Mechanical Contracting  
 Bouchard Fire Protection  
 Electrical Contracting



**Industrial Distribution Division**

Pumping Systems  
 Air Compressors  
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**Foundry Division**

Iron Construction Castings

1024 HARRISON ST. • NASHVILLE, TN • (615) 256-0112 • FAX (615) 256-2427

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State TN Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Attn: \_\_\_\_\_ Quote # \_\_\_\_\_

Date \_\_\_\_\_  
 Rep \_\_\_\_\_  
 Terms NET 10TH PROX  
 FOB SHIP POINT  
 Frt Term PREPAY & ADD

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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Subtotal                      \$0.00

# JOHN BOUCHARD & SONS CO.

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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**TOTAL**      \$0.00

TAXES AND FREIGHT NOT INCLUDED, ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS,  
STOCK ITEMS SUBJECT TO PRIOR SALE

Accepted By: \_\_\_\_\_  
customer signature

Written By: \_\_\_\_\_  
Randy Scott  
randy.scott@jbouchard.com

# WASCON

SALES and SERVICE

May 7, 2015

Estimate No. 5041

City of Spring Hill, TN  
4151 Kedron Road  
PO Box 789  
Spring Hill, Tennessee 37174

AnN: Caryl A. Giles, Superintendent

REF: Replacement of Raw Water Intake Bowl Assembly and Line Shaft

WASCON is pleased to offer the following proposal for removing the existing 300 HP Raw water intake pump and motor and replacing the bowl assembly and shafting with the following:

- Peerless 14MD, 4 Stage Bowl Assembly as shown on the attached cut sheets and including the following:
- Wear Rings - Aluminum/Bronze material
- Strainer Basket - 316 SS
- 1.69" diameter line shaft - 416 SS
- Shaft Couplings - 416 SS
- Complete drop-in spider including bearings
- Labor to remove existing motor and pump and installation of new bowl assembly and shafting as described above including start-up after re-assembly;

Price for all materials and labor described above - \$26,404.54

Lead Time for materials quoted above is 4 weeks.

#### Optional Deduct:

- The Bowl Assembly described above is in stock at the Lubbock, Tx facility. The Aluminum/Bronze wear ring is not a stock item and adds 2 weeks to the lead time. The optional deduct is to supply the bowl assembly without a wear ring. This will deduct \$3,942 from the price above and will cut down the lead time from 4 weeks to 2 weeks.

#### NOTES:

1. WASCON Standard Terms and Conditions Apply.
2. Pricing is valid for 60 days from date above.
3. Any applicable taxes are not included.
4. Informaiton described above is based off of the Higher, Koonce & Assoc. approved shop drawing dated April 17, 2002 and is subject to field measurement and verifaicon.
5. 40 Ton Crane and Operator to be supplied by the City of Spring Hill
6. Pricing above does not include any required machine work for the motor shaft

910 East Main Street, Livingston, TN  
931-823-1388 \* Fax: 931-823-1388 \* [davidp@wasconinc.com](mailto:davidp@wasconinc.com) \* wasconinc.com

# **WASCON**

SALES and SERVICE

7. After inspection of the existing pump including the existing column and discharge head, it will be determined if any additional repair work will be required. Any additional work will be discussed with the City of Spring Hill before the work is initiated. It is also possible that there may be potential costs savings as a result of the inspection which will be passed along to the City of Spring Hill.

WASCON looks forward to working with you on this proposal. If you have any questions regarding this proposal please feel free to contact us at any time! Thank you for the opportunity!

Sincerely,

David K. Pine, P.E.



Customer:

GRUNOFOS LUBBOCK TX

BRITTANY MOORE  
Phone 806-747-0002

Project: Wascon Inc-City of Springfield, TN Pump Station Quote  
Quote No.: US-5657-188 Page No: 3

Contact:  
Phone:  
Date: Wednesday, May 06, 2015

Pump Model: Peerless Vertical - 14MD 4 Stages  
Nom. Speed: 1770 RPM, 60 Hz Electric  
Market: Vertical Turbine Pump  
Impeller No.: 4602280 IHC

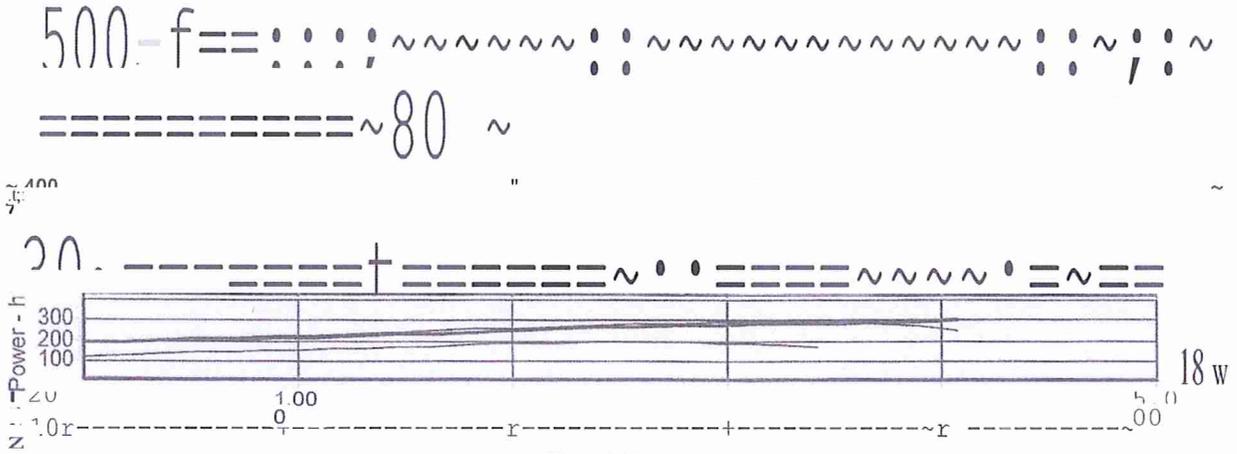
Stage No.	Trim Status	ImQ. Dia. (inch)	
		D2-in	D2-out
1-4	Full	9.75	11.62
	Full		
	Trimmed P		

Material Spec. Group: A - B: CIE; I: Brz = Standard  
Item: 1 Fluid: Water  
Your Ref.:

Temperature: 68 °F  
Viscosity: 1.007 cSt  
Sp. Gravity: 1.000 (base temp. 68 °F)  
o Up-Thrust

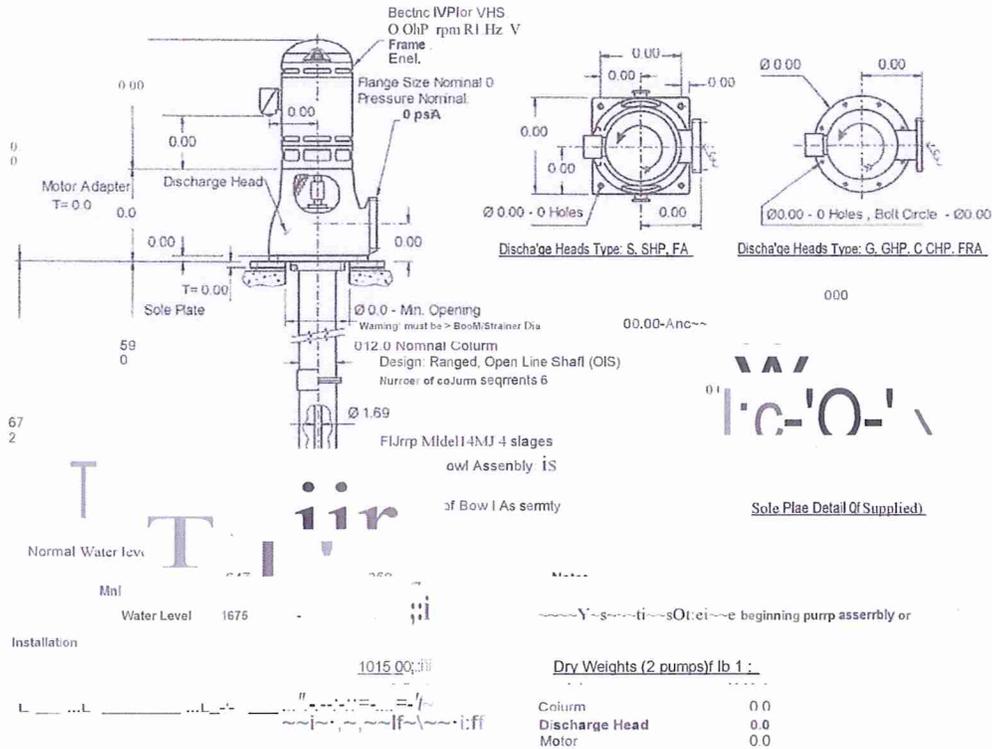
Flow rate Q: 2800 US gpm  
Bowl Total Head: 305 ft  
Bowl Efficiency: 80.2  
Bowl Power Required: 275.5 hp  
NPSH Required: 22 ft

Performance curve according to Hyd Inst-Peerless Std



Comments  
Refer to factory for all single point bowl performance guarantees. Pumps must be selected with Hydraulic Institute-Peerless Std See Std Hydraulic Performance document in RAPID for testing tolerances & contractual guarantees

Flow (US gpm)	Head (ft)	Efficiency (%)	Power Required (hp)	NPSH Required (ft)	Thrust (lb)
0.0	491.0	0.0	183.6		10476
509.1	461.8	29.5	201.6		10117
1018.3	419.6	50.2	214.9		9285
1527.4	389.3	65.0	230.9		8574
2036.5	367.3	75.5	250.3	17.9	7595
2545.6	336.5	80.5	268.6	20.4	5479
3054.8	281.9	77.5	280.5	24.5	1900
3563.9	206.0	64.6	286.8	29.7	-1879
4073.0	144.9	48.9	304.6		-4335



Dimensions in (inch)

Project:	Wascon me-City of Springfeld, TN PCapacity: n Que2800 (US gpm)	Frame/Model:
Customer:	Total Head: 305(ft)	Elec. Spec.:
Item No.:	Pump Speed: 1770 (RPM)	Service Factor:
Quote No.:	Impeller Dia.: 10.62 (inch)	Rotation:
Pump Model:	Peerless Vertical-14MO	Enclosure Type:

**C.RUNDFOS**  
GRUNDFOS LUBBOCK TX

BRITTA MOORE  
Phone 206-747-0602

Date: Wednesday May 06 2015

0.0

Dry Weights (2 pumps) lb 1 :

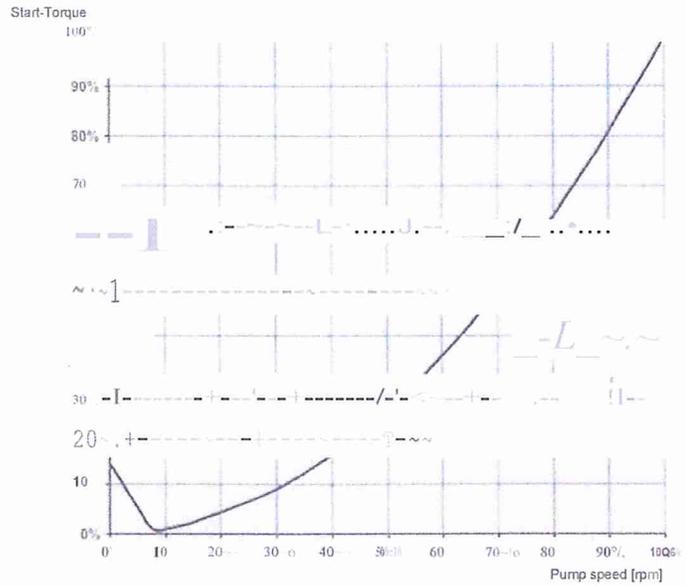
Column 0.0  
Discharge Head 0.0  
Motor 0.0

## Speed vs. Torque

Start at OPEN valve:  
100% of Torque = 1108 Nm = 817 lbf\*ft

Start at CLOSED valve:  
100% of Torque = 738 Nm = 544 lbf\*ft

100% of Speed = 1770 RPM



Dimensions In (inch)

<b>Project:</b>	Waseon Inc-City of Springfield TN PCapacity: In QUC2800 (US gpm)	<b>Frame/Model:</b>
<b>Customer:</b>	<b>Total Head:</b> 305 (ft)	<b>Elec. Spec.:</b>
<b>Item No.:</b> 1	<b>Pump Speed:</b> 1770 (RPM)	<b>Service Factor:</b>
<b>Quote No.:</b> US-5657-188	<b>Impeller Dia.:</b> 10.62 (inch)	<b>Rotation:</b>
<b>Pump Model:</b> Peerless Vertical -14MD	<b>Power:</b>	<b>Enclosure JType:</b>

**GRUNDFOS**   
GRUNDFOS LUBBOCK, TX  
BRITTANY MOORE  
Phone 817-747-0002  
Date: Wednesday May 06, 2015  
Page No: 5

GRUNDFOS PUMP DIVISION



## Column - Supplement Information

Nominal Diameter of Column D-Col :::

12.0 inch

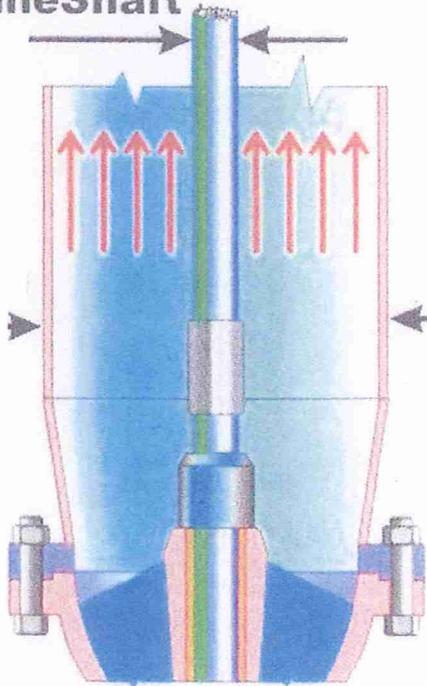
Diameter of Line Shaft D-LineShaft :::

1.69 inch

Flow Velocity in Column v-Col :::

8.1 ft/s

**D-LineShaft**



**-Cot**

**D-Col**



# Heartland Pump Rental & Sales, Inc.

Distributor of Godwin Dri-Prime® Pumps

4001 Murfreesboro Rd  
Antioch, TN 37013

Toll Free: 888.272.7143

Business: 615.471.4219

Fax: 615.471.4325

## Proposal

**DATE:** May 1, 2015  
**COMPANY:** City of Springhill, TN  
**ATTENTION:** Caryl Giles  
**REFERENCE:** WTP Intake Pumps  
**DESCRIPTION:** Goulds Bowl Assemblies

**QUOTATION NO.:** 050115-KA-001  
**PHONE NUMBER:** (931) 384-0626  
**FAX NUMBER:**  
**RENT OR SALE:** Sale  
**INDUSTRY:** Municipal

ITEM	QTY	DESCRIPTION	
1	1	<b>New Goulds Vertical Turbine Bowl Assembly</b> Includes: 14RHHC / 4-STG / CI-BF Bowl Assembly, New 416SS Line Shafts new 416SS with Vesconite Bearings, new packing, New fasteners for column incoming freight	\$24,680.00
		Contingency	\$1,000.00
2	1	Removal, Teardown, Assembly and Reinstallation of Pump Assumes Crane and Electrical by others  Goulds turbines and all materials back on site 4 weeks or less on pump 1  <b>Pumps Duty Point 2800gpm@305' TDH with existing 300HP US Motors</b>	\$5,700.00
<b>Total Estimated Project Costs</b>			<b>\$31,380.00</b>

**FREIGHT:** Included

**DELIVERY:** 4 weeks or less

**TERMS:** Net 30, With Approved Credit. Prices Do Not Include Any Applicable Taxes.

If you have any questions or comments, please call me at 615.471.4219, on my cell phone at 615.428.8932, or e-mail your comments to me at [bbeasley@heartlandpump.com](mailto:bbeasley@heartlandpump.com). Thank You.

**Heartland Pump Rental & Sales, Inc.**

*Bill Beasley*

Bill Beasley

Sales Representative

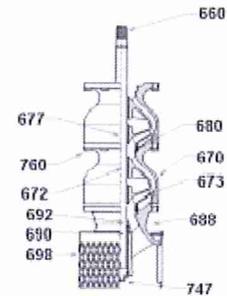
**THIS QUOTATION IS VALID FOR 30 DAYS FROM THE DATE ABOVE**

**BILL OF MATERIAL**

ITEM	Part Name	CODE	MATERIAL	ASTM#
<b>Discharge Head Assembly</b>				
600	Head – Discharge	1003	Cast Iron CL30	A48-94ae1
602	Head – Base Plate	N/A	Not Included	N/A
604	Nut – Adjusting	2242	Carbon Steel 1018	A108-99
608	Headshaft	2227	416SS	A582M-95b
616	Housing	1003	Cast Iron CL30	A48-94-ae1
617	Bearing-Housing	1109	Bronze C90300 "G" Modified	B584-00
618	Gland-Split	1203	316SS	A744M-00
620	Packing	5026	Acrylic yarn and graphite	ML402-99
621	O-Ring	5302	Nitrile Buna N	D4322-96
622	Slinger	5121	Rubber EPDM	D3568-98
730	Key-Motor Gib	2242	Carbon Steel 1018	A108-99
757	Screw-Gland Adj	2229	SST 316	A276-00a

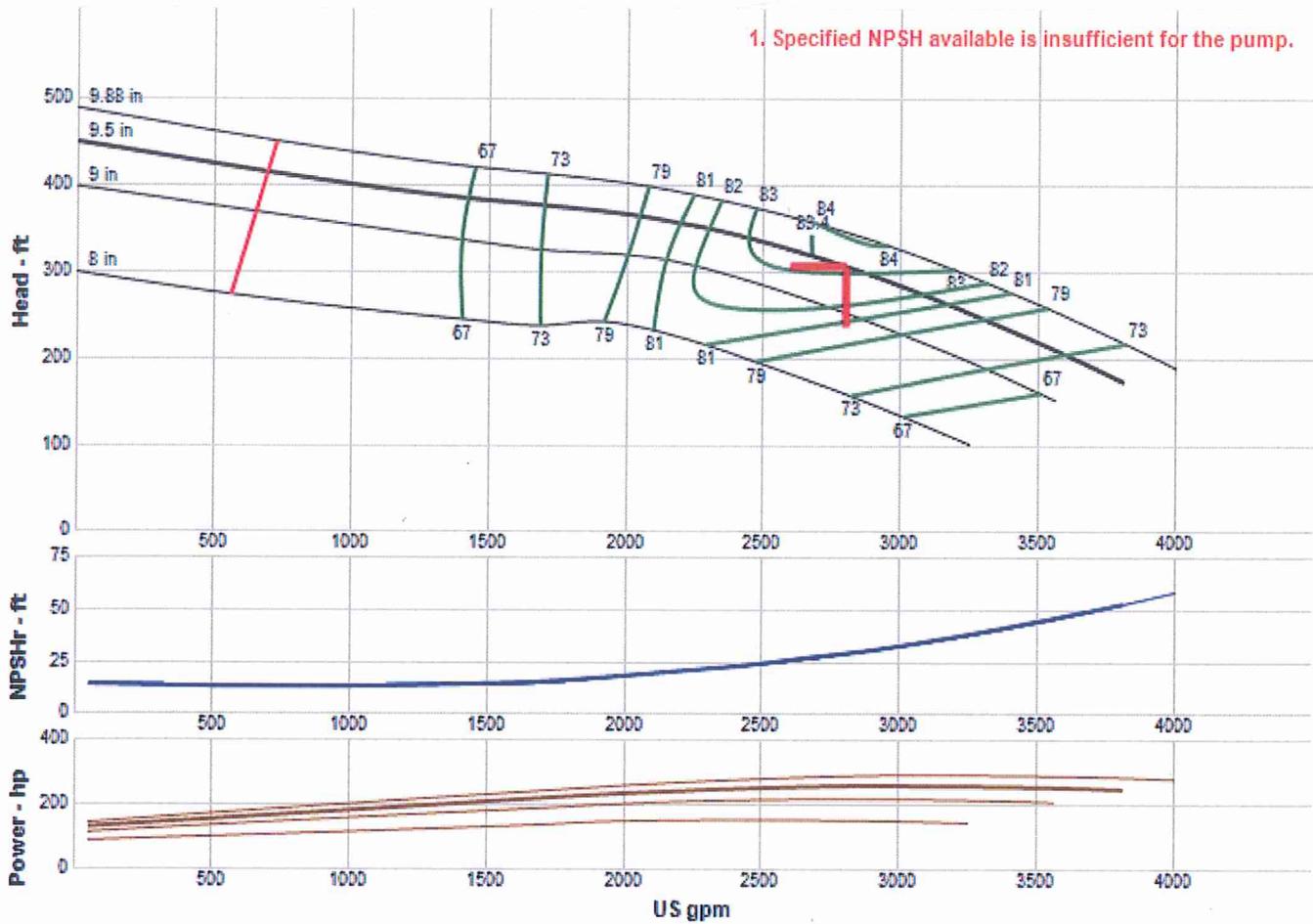
**Bowl Assembly**

660	Bowl-Shaft	2227	416SS	A582M-95b
664	Bearing – Disc Bowl	N/A	None	N/A
670	Bowl-Inter	6911	Cast Iron CL30 Enamel	A48-94e1
672	Bearing-Int Bowl	1109	Bronze C90300 "G" Modified	B584-00
673	Impeller	1398	Silicon Bronze C87610	B584-00
677	Collet-Impeller	2217	416SS	A582-95b
674	Key-Impeller	N/A	None	N/A
680	Wear Ring-Bowl	1128	Bronze, AL C95400	B148-97e1
681	Wear Ring-Impeller	N/A	Not Included	N/A
688	Bowl/Bell-Suction	1003	Cast Iron CL30	A48-94e1
690	Bearing-Suction	1109	Bronze C90300 "G" Modified	B584-00
692	Sandcollar	1205	304SS	A744M-00
698	Strainer Type	6952	316LSS	A123M-00
747	Plug-Pipe	1046	Malleable Iron	A197
760	Capscrew-Hex	2229	316SS	A276-00a



**DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED**

Certified by	
Date of certification	
Pump serial number	
Project Name	City of Spring Hill
Tag	



Driver Size Criteria:	Max power on design curve (NOL)	Best Efficiency:	83.40
Speed:	1770	Flow at BEP:	2672.00 USGPM
Impeller Trim:	9.5000 inch	Min Flow:	668.00 USGPM
Frequency:	60 hz	Derate Factor:	0.0000
Additional Impeller Trim:	9.500 inch	NPSH Required:	29.20 ft
Impeller Maximum Trim:	9.8800 inch	Specified NPSH Avail:	34.00 ft
Specified Flow:	2800.00 USGPM	NPSHa Margin:	2.00 ft
Specified Head:	305.00 ft	Shut-Off Head:	450.00 ft
Head at Design:	305.00 ft	Fluid Type:	Water
Efficiency at Design:	83.20	Temperature:	70 F
Power at Design:	259.00 Hp	Allowable Sphere Size:	1.18 inch
Flow on Design Trim at Max Power:	2868 USGPM	Exact Bowl Diameter:	14.00 inch
Max Power on Design Curve:	260.00 Hp	Thrust K Factor:	16.0000 lbs/ft

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified by	
Date of certification	
Pump serial number	
Project Name	City of Spring Hill
Tag	

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## TERMS AND DEFINITIONS

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## TERMS AND CONDITIONS

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1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

## SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

**OWNERSHIP:** FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

**ACCEPTANCE/MODIFICATION:** Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

**SHIPMENT:** Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

**REMOVAL:** Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

**RENTAL CHARGES:** Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

**CREDIT/PAYMENT TERMS:** Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

**INSURANCE:** Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

**LOSS/DAMAGES:** Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's pick-up receipt for rental goods shall not be construed as Lessor's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

**OPERATION/INSPECTION:** Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

**SERVICE/MAINTENANCE:** Customer shall be responsible for all fuel and add oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

**WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.**

**LIMITATION OF LIABILITY: LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

**DEFAULT/DAMAGES:** If Customer is in breach of or default in any terms and conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

**JURISDICTION/VENUE:** This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

**WAIVER:** Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

**SEVERABILITY:** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.



Cumberland Machine Co.

**Quotation**

Quote SPRING HILL, TENNESSEE  
 To: WATER TREATMENT PLANT  
 4151 KEDRON ROAD  
 Spring Hill, TN 37174  
 United States

Quote Number:	16115	Contact:	CARYL GILES
Quote Date:	04/29/15	Expires:	05/25/15
Customer:	SPRING HILL, TENNESSEE	Inquiry:	
Salesman:	CHARLES BALLENTINE	Terms:	Net 30 Days
Ship Via:	F.O.B. NASHVILLE	Phone:	(931) 489-5791
FOB:	NASHVILLE, TN 37208	FAX:	(931) 489-5795

All prices and terms are valid until the expiration date on this quote.  
 The delivery lead time is an estimate only, based on our current workload and prior commitments.  
 Actual delivery lead time will be confirmed at time of order.

Thank you for the opportunity to submit this quote!

<u>Item</u>	<u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	REBUILD RAW WATER PUMP #1 Rebuild raw water pump #2. new bowl assembly, new ss impeller, new pump shaft, new bushing, new spiders, new pump shafts if needed, new couplings if needed. This price includes removing the pump from the wet well , disassemble, take to shop for evaluation and advise owner on the repair. Also includes, bringing pump back to site, complete assemble, reinstall in wet well, (owner to furnish crane ) start-up and one (1) year warranty.		1	\$29,495.00 /EA
			<b>Total:</b>	<b>\$29,495.00</b>

By Jack C. Woerner, Jr  
 Cumberland Machine Co.

