



March 9, 2017

Proposal No. CD1703-02

To: Alfonso Manrique, PE
AM Consulting Engineers, Inc.
5150 N Sixth Street, Suite 124
Fresno, CA 93710

Re: Groveland CSD
Groveland, California

Gentlemen:

On behalf of Patterson Pump Company, I would like to thank you for providing us the opportunity to submit this proposal for the Packaged Booster Pump Station on the Groveland CSD project per Patterson Pump Company's Standard Warranty and Standard Terms and Conditions included herein. We have prepared the attached description to acquaint you with our scope of supply. Our proposal specifically excludes the following:

- Unloading
- Lifting equipment including cranes, crane rental or rigging
- Field wiring and electrical connections
- Field plumbing and plumbing connections
- Installation
- Concrete and concrete design
- Anchor bolts.

We look forward to working with you on this project. Should you elect to place an order for the proposed equipment, you have the option of completing the last page of this proposal and submitting it in lieu of a formal purchase order. Should you need additional information, please contact Jorge Mijangos at Bogies Pump Systems at (559) 291-9701.

Sincerely,

Sales Market Manager – Flo-Pak Municipal Integrated Systems
Patterson Pump Company

Enclosures: Scope of Supply
Terms & Conditions
Warranty
Agreement



Project Information

Date: March 9, 2017

To: Alfonso Manrique, PE
AM Consulting Engineers, Inc.
5150 N Sixth Street, Suite 124
Fresno, CA 93710

From: Craig Dickinson

Project: Groveland CSD
Groveland, California

Bid Date: Not Applicable

Proposal: CD1703-02

Representative: Jorge Mijangos
Bogies Pump Systems
5674 E. Clinton.
Fresno, Ca 93727
Phone: (559) 291-9701
Fax: (559) 291-2134
Cell: (559) 917-3536
Email: jorgem@bogiespumpsystems.com

Sales Market Manager: Craig Dickinson
Patterson Pump Company
Phone: (706) 297-2837



SCOPE OF SUPPLY

One Flo-Pak UL QCZJ listed, booster pumping system. The details of our scope of supply are as follows:

Architectural

| Item No. | Quantity | Description |
|----------|----------|---|
| A1 | 1 Ea. | <p>Factory built, pre-assembled, all steel, noncombustible building by Trachte, Inc. Building designed for 50 PSF roof load, 40 PSF snow load, and 110 MPH wind load. Building will be composed of 12,14 and 16 gage (4") galvanized steel for "Channel frame" framework. This framework will include Posts, Base, Girts, Eave Struts, Purlins, Post Bracing and Connecting plates. Framework to have a flush wall, post and beam format with full trusses on both end walls. These end wall trusses will easily allow for future expansions and/or modifications. Exterior walls shall feature overlapping architectural steel ribbed panels fastened with self-tapping fasteners with washers. Paint finish is a baked on Kynar 500 PVDF resin based coating over Galvalume sheet, in customer's choice of standard "Trachte" colors. Wall openings are fully framed, sleeved, trimmed, and provided with a drip cap. Gabled roof design shall consist of overlapping, 26 gage architectural steel ribbed panels fastened with self-tapping fasteners with washers. Paint finish is a baked on Kynar 500 PVDF resin based coating over the Galvalume roof sheet in customer's choice of standard "Trachte" colors. Rib Closures are located at all required locations. Wall insulation includes 3 1/2" high density, fiberglass bat style insulation plus 1 1/2" fiberglass wall blanket insulation and 4 Mil Visqueen vapor barrier. Roof / Ceiling insulation includes blown-in cellulose insulation plus 1 1/2" fiberglass blanket insulation and 4 Mil Visqueen vapor barrier. Interior wall and ceiling shall consist of 24 gage steel liner panels with Regal White Kynar 500 coating over galvalume substrate. Panels are flush fit design with concealed fasteners. Full interior trimming including corners and floor is provided. Wall liner is reinforced with 16 gage, 6" wall hat channel as needed for equipment support. Building includes one – 6/0 x 7/0 double door with no center post, and two surface bolts. Doors are 18 gage and 1 3/4" thick, Doors and Frames are hot dipped galvanized to ASTM designations A924 and A653 then factory primed and painted with Acrylic Urethane Enamel. All exterior doors have a top of door Watershed, Drip Cap extending 3" past each side of door, Sweep, Weather-stripping and Threshold. Hinges are 4 1/2" NRP - SS (32D) - Ball Bearing (BB51). Doors include a T-latch, Hold Open - 6" ALH #29-6 SS, a door closer w/hold open LCN 4111HEDA, crash chain 25-1/2" w vinyl cover , panic device, thumb-latch pull exterior handle with keyed cylinder lock and stainless steel pull handle mounted to the inside of the door.</p> |

| Structural | | |
|-------------------|-----------------|---|
| Item No. | Quantity | Description |
| S1 | 1 Ea. | Pre-Cast concrete equipment skid with steel pipe supports and block-outs for floor drain and conduit penetrations. |
| Mechanical | | |
| Item No. | Quantity | Description |
| M1 | 2 Ea. | Patterson model 5 x 3 VIP, close coupled, cast iron – bronze fitted, vertical in-line, centrifugal pumps rated for 800 GPM, at 347 ft. TDH at 3520 RPM. Each pump to be provided with mechanical seals and manufacturer’s choice premium efficiency, 125 HP, 3600 RPM, 460 volt, 3 phase, 60 hertz, open drip-proof, induction motor with shaft grounding rings for inverter service. |
| M2 | 1 Ea. | 6” Suction manifold with two – 6” branches and one – 4” pressure relief branch comprised of ductile iron pipe and fittings. |
| M3 | 1 Ea. | 6” Discharge manifold with two – 6” branches and one – 4” pressure relief branch comprised of ductile iron pipe and fittings. |
| M4 | 4 Ea. | 6” Bray 31H, ductile iron, lug style, resilient seated, butterfly valves for pump isolation. |
| M5 | 2 Ea. | 4” Bray 31H, ductile iron, lug style, resilient seated, butterfly valves for pump isolation. |
| M6 | 2 Ea. | 6” Valmatic 1406, cast iron, silent type, wafer style check valves with bronze seat and stainless steel spring. |
| M7 | 1 Ea. | 4” ClaVal 50-01 hydraulically actuated pressure relief valve. |
| M8 | 1 Ea. | ¾”, Valmatic, cast iron, automatic, float operated air release valve. |

| Electrical | | |
|------------------------|-----------------|---|
| Item No. | Quantity | Description |
| E1 | 1 Ea. | Schneider Electric (Square D), NEMA 1, 480 Volt, 4 Wire Motor Control Center To Include: <ul style="list-style-type: none"> • Main Lugs • (2) 125 HP, Variable Frequency Drive With Circuit Breaker • (1) 30 Amp, 3 Pole Branch Circuit Breaker For HVAC Unit • (1) 10 kVA, 480/277 – 240 Volt, Single Phase Transformer • (1) 18 Circuit Lighting Panel • HOA Switch On Each Variable Frequency Drive • Pump Run Pilot Light On Each Variable Frequency Drive • Pump Fail Pilot Light On Each Variable Frequency Drive |
| E2 | 1 Ea. | Flo-Pak, NEMA Type 4, 120 VAC, Local Control Panel To Include: <ul style="list-style-type: none"> • Schneider Electric M241 PLC • Schneider Electric HMI-STU855 Operator Interface • Schneider Electric 24 vDC Power Supply • Time Delay Relay For Low Suction Shutdown & Alarm • Manufacturer's standard PLC programming. |
| E3 | 4 Ea. | 120 VAC, 48", two-tube, UL listed florescent light fixtures protected from insects, dust, dirt, moisture and airborne contaminants. |
| E4 | 1 Ea. | 5 Watt, 120 VAC, UL listed dual head emergency lighting unit, suitable for installation in damp locations. |
| E5 | 1 Ea. | 70 Watt, 120 VAC, UL listed, HPS, exterior light fixture complete with photocell. |
| E6 | 1 Ea. | 15 Amp, 120 VAC, industrial grade, heavy duty, lighted toggle switch. |
| E7 | 1 Ea. | 3 Ton, 480V, 3Ph, 60 Hz, HVAC unit with 6kw electric heat. |
| E8 | 1 Lot | Pump station conduit and wiring as required in accordance with NEC requirements. (Connection to utility company by others.) |
| Instrumentation | | |
| Item No. | Quantity | Description |
| I1 | 1 Ea. | Pressure switch for detection of low suction pressure. |
| I2 | 2 Ea. | Pressure transmitters for monitoring of suction and discharge pressure. |



| | | |
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| I3 | 2 Ea. | WIKA model 213.53, liquid filled, pressure gages with 4" diameter face, 304 stainless steel case, and copper alloy wetted parts. |
| Factory and Field Service | | |
| Item No. | Quantity | Description |
| FS1 | 1 Ea. | Factory certified hydro-static test on complete system at pump shut-off pressure plus the maximum system suction pressure for 30 minutes. |
| FS2 | 2 Ea. | Factory certified pump performance test conducted in accordance with the Hydraulic Institute Standards. |
| FS3 | 1 Ea. | Factory certified electrical sequence test to verify operation of pump station control and building utilities. |
| FS4 | 2 Ea. | 8 Hour man day for the purpose of start-up supervision, warranty validation, and operator training requiring two trips to the job site. |
| Documentation | | |
| Item No. | Quantity | Description |
| D1 | 1 Ea. | Warranty per attached. No other warranty is implied or offered. |
| D2 | 1 Ea. | Manufacturer's standard electronically transmitted submittal in PDF format. |
| D3 | 1 Ea. | CD of manufacturer's standard Operations and Maintenance Manual in PDF format. |
| Clarifications and Exceptions | | |
| Patterson Pump Company makes the following clarifications and exceptions to the contract plans and specifications. | | |
| Reference | Description | |
| General | Patterson takes exception to this and all references to liquidated damages. Patterson will not be held liable for liquidated, consequential or actual damages. | |
| General | Patterson is a large business. Patterson is a supplier/manufacturer only and will not assure to meet any small business usage goal or provide any documentation regarding efforts to use such businesses. | |



| | |
|----------------|--|
| <p>General</p> | <p>Patterson will not be held to the payment terms between the Owner and the Contractor. Patterson will not accept payment by Owner as a condition precedent to payment to Patterson. Patterson requires the following progress payments and terms for this project:</p> <ul style="list-style-type: none"> • 15% Net 30 from Submittal Approval • 75% Net 30 from Equipment Shipment • 5% Net 30 from Final Operation and Maintenance Manual Approval, not to exceed 120 days from submission • 5% Net 30 from Start-Up, not to exceed 120 days from shipment |
| <p>General</p> | <p>Patterson is offering its standard warranty only. The offered warranty allows for a maximum of 6 months from the time of shipment to the achievement of the Operational Date. Extensions beyond the included warranty will incur an additional charge. Removal and reinstallation is by Contractor compliant with Patterson's standard warranty.</p> |
| <p>General</p> | <p>Patterson has not included attendance of any onsite meeting in this proposal. Patterson is available to participate via conference call as needed.</p> |
| <p>General</p> | <p>Patterson ships its equipment dry. Lubricants are to be supplied by installation contractor.</p> |
| <p>General</p> | <p>Videotaping if required is by Contractor or others.</p> |
| <p>General</p> | <p>Patterson takes exception to being bound to a contract to which it is not a party. The extent of any agreement issued to purchase Patterson's offer detailed in this proposal, shall be limited to the terms offered in this proposal.</p> |
| <p>General</p> | <p>Onsite activities are by others and are not part of Patterson's offering. Patterson's offered field services are limited to installation inspection, oversight/supervision of field testing, and conducting owner training. Alignment is by Contractor or others. Patterson will verify alignment only. The number of days/trips detailed in this proposal are the full extent of what is included. Patterson will be compensated by Contractor for additional days and/or trips, regardless of what is written in the specifications.</p> |



| Freight and Delivery Schedules | |
|--|---|
| <p>Freight terms included in the proposal are FOB factory with full freight allowed to the job-site. The follow lead times are estimated based upon shop loads and conditions at the time of quotation. Lead times are subject to change. Failure to take delivery will prevent Patterson from honoring commitments to other customers, some of whom are subject to delivery damages. Therefore, Buyer must take delivery of equipment within 5 business days of equipment readiness for shipment. Storage, if necessary, including maintenance while in storage, is by Buyer at a non-Patterson facility. Patterson does not have storage capabilities.</p> | |
| Item | Approximate Lead Time |
| Submittals and shop drawings for approval | Four to six weeks after receipt of an acceptable purchase order or signed sales agreement. |
| Proposed equipment | Twelve to fourteen weeks after receipt of approved submittals and notice to proceed with manufacturing. |
| Pricing | |
| <p>The following pricing is valid for 45 days from the date of this proposal. After 45 days, Patterson Pump Company reserves the right to review our pricing and modify as may be required to compensate for the rising cost of labor, materials and transportation. Pricing does not include sales tax. If this sale is tax exempt, a sales tax exemption certificate must be submitted at the time of order placement.</p> | |
| Total Selling Price | \$268,050.00 |
| Adder To Include Turbine Style Flow Meter with Isolation Valve | \$10,064.00 |



Warranty

Patterson Pump Company and Divisions of Patterson Pump Company ("Patterson") warrants, to the extent hereinafter set forth, each new piece of Patterson equipment to be free from defects in material and workmanship under the normal use and service for which it was intended if, and only if, it has been properly installed and operated.

Patterson's obligation under the warranty is limited to replacing or repairing, free of charge, F.O.B. point of manufacture, any defective part or parts of the equipment that were manufactured by Patterson and which are returned to Patterson at Toccoa, Georgia, provided that such part or parts are received at the Patterson factory not later than twelve (12) months after installation or eighteen (18) months after shipment whichever occurs first.

As to a part or parts such as engines, motors and accessories which are furnished by Patterson, but not manufactured by it, same will carry only the warranty of the manufacturer of such part or parts, and this shall be the limit of Patterson's liability with respect to such part or parts. Mechanical seals provided on commercial products (HVAC & Plumbing) are not covered by this warranty.

Purchaser must notify Patterson by registered or certified mail, return receipt requested, of a claimed breach of warranty within thirty (30) days after discovery thereof, but not later than the termination of the guarantee period hereinabove provided; otherwise, such claim shall be deemed waived.

Purchaser assumes all risk and liability whatsoever resulting from the use thereof, whether used singly or in combination with other equipment or machinery.

This warranty shall not apply to any Patterson Equipment, or parts thereof, which have been repaired or altered without Patterson's written consent, outside Patterson's factory, or which have been altered in any way so as in the judgement of Patterson, to affect adversely the performance or reliability of the Patterson equipment, or which have been subject to misuse, negligence or accident, or which have been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such equipment.

THIS WARRANTY IS FURNISHED EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOT OTHERWISE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PATTERSON.

Patterson shall not be liable for any loss or damage resulting, directly or indirectly, from the use or loss of use of the equipment. Without limiting the generality of the foregoing, this exclusion from liability embraces the Purchaser's expenses for downtime or for making up downtime, and/or damage for which the purchaser may be liable to other persons, and/or damages to property, and/or injury to or death of any persons. Patterson neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the Patterson Equipment.

PATTERSON PUMP COMPANY / A Subsidiary of Gorman-Rupp
2129 Ayersville Road
Box 790 / Toccoa, Georgia 30577 (706) 886-2101 / FAX (706) 886-0023
www.pattersonpumps.com



Terms and Conditions

All orders for Patterson / Flo-Pak products shall be made out to Patterson Pump Company and shall be subject to acceptance by Patterson Pump Company (hereinafter referred to as "The Company") at Toccoa, Georgia.

| Article | Description |
|---------|--|
| 1 | <p><u>General:</u> Except as otherwise agreed to in writing by authorized personnel at the Company's plant, the following terms and conditions shall apply to and form a part of this quotation and any order resulting therefrom and any additional and/or different terms of Buyer's purchase order or other form of acceptance are rejected in advance and shall not become a part of any order resulting from this quotation.</p> |
| 2 | <p><u>Assignment:</u> The rights of the Buyer hereunder shall neither be assignable or transferable without written consent of the Company.</p> |
| 3 | <p><u>Quotations:</u> Written quotations by the Company become void unless accepted by the Buyer in writing within forty-five (45) days of the date of the quotation.</p> |
| 4 | <p><u>Price:</u> Prices for items of equipment covered by this quotation are subject to escalation in accordance with the applicable Bureau of Labor Statistics Indices (BLS) based on the period from the date of quotation to date of shipment.</p> |
| 5 | <p><u>Terms of Payment:</u> Unless otherwise specified in this quotation, the terms of payment shall be net 30 days from shipment. If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of the Company. Accounts past due shall bear interest at the highest rate lawful to contract for but if no limit is set by law, such interest shall be 1 ½% per month. Buyer shall pay all cost and expenses, including reasonable attorney's fees, incurred in collecting same, and no claim, except claims within the Company's warranty of material or workmanship, as stated below, will be recognized unless Buyer notifies the Company in writing within thirty (30) days after date of shipment.</p> |
| 6 | <p><u>Insolvency of Buyer:</u> If any proceeding is initiated by or against Buyer under any bankruptcy or insolvency law, or in the judgment of the Company the financial condition of Buyer, at the time the equipment is ready for shipment, does not justify the terms of payment specified, the Company reserves the right require full payment in cash prior to making shipment. If such payment is not received within fifteen (15) days after notification of readiness for shipment, the Company may cancel the order of any unshipped item and require payment of reasonable cancellation charges.</p> |

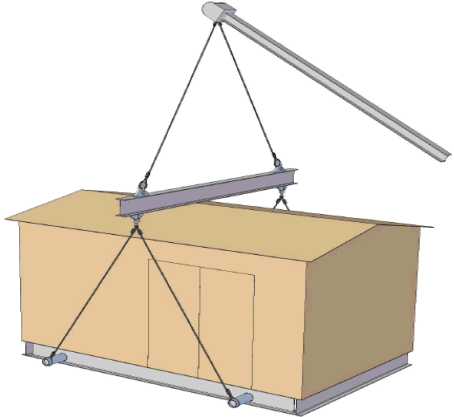
| Article | Description |
|---------|--|
| 7 | <p><u>Taxes:</u> All prices exclude present and future sales, use, occupation, license, excise and other taxes in respect of manufacture, sales or delivery, all of which shall be paid by Buyer unless included in the purchase price at the proper rate or a proper exemption certificate is furnished.</p> |
| 8 | <p><u>Alteration, Cancellation, Rescheduling and Returned Equipment:</u> Any order resulting from this quotation cannot be cancelled, altered or rescheduled except with the written consent of the Company and upon terms which will indemnify the Company against all loss occasioned thereby. All additional costs incurred by the Company due to changes in design, specifications, modifications, or revision of any order or product resulting from this quotation must be paid by the Buyer. Goods may be returned only when specifically authorized by the Company. The Buyer will be charged for placing returned goods in a saleable condition, plus any sales expenses then incurred. In addition, the Buyer will pay a reasonable restocking charge as well as all outgoing and incoming transportation costs.</p> |
| 9 | <p><u>Special Jigs, Fixtures and Patterns:</u> Any jigs, fixtures, patterns and like items which may be included in an order will remain the Company's property without credit to Buyer. The Company will assume the maintenance and replacement expense of such items, but shall have the right to discard and scrap them without credit to Buyer after they have been inactive for one year.</p> |
| 10 | <p><u>Delays:</u> The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond the Company's control. No provision for liquidated damages for any cause shall apply under this order. Buyer shall accept delivery within thirty (30) days after receipt of notification of readiness for shipment.</p> |
| 11 | <p><u>Inspection:</u> Inspection of goods in the Company's plant by Buyer or Buyer's representative will be permitted insofar as this does not unduly interfere with the Company's production workflow, provided that complete details of the inspection Buyer desires are submitted to the Company in writing in advance.</p> |
| 12 | <p><u>Shipping:</u> Unless Buyer specifies otherwise in writing: (a) goods will be boxed or crated as the Company may deem proper for protection against normal handling, and extra charges will be made for preservation, waterproofing, export boxing, and similar added protection of goods; (b) routing and manner of shipment will be the Company's discretion, and may be insured at Buyer's expense, value to be stated at order price. On all shipments, F.O.B. Company producing factory, delivery of goods to the initial carrier will constitute delivery to Buyer and all goods will be shipped at Buyer's risk. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the material in respect of which any such shortage is claimed. The Company is not responsible for loss or damage in transit after having received "In Good Order" receipt from the carrier. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer. Acceptance of material from a common carrier constitutes a waiver of any claims against Company for delay or damage or loss.</p> |



| Article | Description |
|---------|--|
| 13 | <p><u>Delivery:</u> Except as otherwise specified in this quotation, delivery will be F.O.B. point of shipment. In the absence of exact shipping instructions, the Company will use its discretion regarding the best means of shipment. No liability will be accepted by the Company for so doing. All transportation charges are at Buyer's expense. Time of delivery is an estimate only and is based upon receipt of all information and necessary approvals. The shipping schedule shall not be construed to limit the Company in making commitments for materials or in fabricating articles under this order in accordance with the Company's normal and reasonable production schedules.</p> |
| 14 | <p><u>Security Interest:</u> Company retains title to and a security interest in all products sold to Buyer hereunder until the purchase price and other charges, if any, are paid in full. Upon request of Company, Buyer will execute any document or furnish any notices necessary to perfect the security interest of Company in the products sold hereunder.</p> |
| 15 | <p><u>Operating Conditions and Acceptance:</u> Recommendations and quotations are made upon the basis of operating conditions specified by the Buyer. If actual conditions are different from those specified and performance of the equipment is adversely affected thereby, Buyer will be responsible for the cost of all changes in the equipment required to accommodate such conditions. The Company reserves the right to cancel any order and Buyer shall reimburse the Company for all cost and expenses incurred in, and reasonable profit for performance hereunder. In such event, the Company reserves the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart are descriptive only and are not warranties or representations, the Company will certify to a rated capacity in any particular product upon request. Capacity, head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature of not over 85°F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.</p> |
| 16 | <p><u>Records, Audits and Proprietary Data:</u> Unless otherwise specifically agreed in writing and signed by an authorized officer, neither Buyer nor any representative of Buyer, nor any other person, shall have the right to examine or audit the Company's cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which the Company, in its sole discretion, may consider in whole or in part proprietary to the Company.</p> |
| 17 | <p><u>Patent Infringement:</u> The Company will hold Buyer harmless against any liability for infringement of any apparatus claim of any United States patent, issued at the date of the Contract, and arising out of the sale or use in the form supplied by Company of equipment designed and/or manufactured by Company. The Company will assume no liability with respect to equipment specified by either the Company or Buyer, but not designed and/or manufactured by the Company. Buyer will hold the Company harmless against any liability for infringement or any apparatus claim of any United States patent, issued at the date of the contract, and involving equipment furnished by the Company in accordance with drawings and/or specifications furnished by the Buyer. The party assuming liability, as stated above, shall be notified immediately of any assertion of infringement, and shall have the absolute control of the defense thereto, including the right to settle, defend against Legal action, or make changes in the equipment to avoid infringement.</p> |



| Article | Description |
|---------|---|
| 18 | <p><u>Liability Limitations:</u> Under no circumstances shall the Company have any liability for liquidated, collateral, consequential, or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. The aggregate total liability of the Company in connection with the performance of this order, whether for breach of contract or warranty, negligence, or otherwise, shall in no event exceed the contract price. Buyer agrees to indemnify and hold harmless the Company from all claims by third parties in excess of these limitations. Since the compliance with the various Federal, State, and Local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation, and operation of the equipment and other matters over which the Company has no control, the Company assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty, or otherwise.</p> |
| 19 | <p><u>Warranty:</u> The attached warranty is exclusive and in lieu of all other warranties expressed or implied including but not limited to any warranty of merchantability or of fitness for a particular purpose.</p> |
| 20 | <p><u>Other Rights and Remedies:</u> In addition to the rights and remedies conferred upon the Company by any contract resulting from this quotation, the Company shall have all rights and remedies conferred at law and in equity and shall not be required to proceed with the performance of any order resulting from this quotation if Buyer is in default in the performance of such order or of any other contract or order with the Company.</p> |
| 21 | <p><u>Law Governing Contract:</u> All orders accepted by the Company shall be governed and controlled as to the validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws, and decisions of the State of Georgia, which is the state in which the Company's principal place of business is located. All orders accepted by the Company shall be considered as submitted to the Company at its principal place of business in Stephens County, Georgia, and shall be deemed to have been entered into in Stephens County, Georgia, unless the Company agrees otherwise in writing. The Buyer agrees that all actions or proceedings arising directly, indirectly, or otherwise in connection with, out of, related to, or from an order accepted by the Company shall be litigated at Flo-Pak – A Business Unit of Patterson Pump Company's discretion and election, only in The Courts' of Stephens County, Georgia. The Buyer, hereby consents and submits to the jurisdiction of these Courts and waives any right to seek a transfer or change of venue in any litigation brought against the Company by the Buyer or in any litigation brought by the Company against the Buyer.</p> |

| System Weight and Unloading Instructions | |
|--|--|
| <p>The following is an estimate of system weight and general guidelines for unloading the proposed system. This may be refined following final design.</p> | |
| Article | Description |
| 1 | The total estimated shipping weight of this system is [Click here and type Weight] |
| 2 | The skid lifting arms consist of two pipes inserted through two larger Sch 40 pipes that are an integral part of the skid structure. The smaller pipes are approximately 4 FT longer than the skid width and when properly positioned will expand beyond the skid on each side. It is recommended that the lifter cables not be located farther than 6" from the skid structure. On larger units, the lifting arms are welded in place and are approximately 8 inches wider than the skid width, 4 inches on each side. On small units, four 5/8" eyebolts are used instead of lifting arms. |
| 3 | The lower cables attach between the four lift points on the skid and the spreader bar (see sketch). The cables (supplied by the crane operator) should be long enough so that the angle between the cables does not exceed the recommendation of the cable supplier. We have found that an included angle of 40-45 degrees between cables allows for good stability. The longer the cables, the more stable the load. |
| 4 | The spreader bar (supplied by the crane operator), should be about two feet wider than the skid base. The upper cables should be somewhat longer than the lower cables (approximately 20%). Again, the cable manufacturer's recommendation should be followed. |
| 5 | Proper rigging of the skid for lifting is the responsibility of the customer. The above rigging suggestions are meant only as a guide and are not to be construed as complete instructions, consequently Patterson Pump Company shall not be responsible for the use or misuse of these suggestions. The customer is encouraged to retain the services of a qualified contractor experienced in the rigging of similar structures. |
| 6 |  |

| Installation Requirements | |
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| The following guidelines should be followed for the installation and storage of this pumping system. | |
| Article | Description |
| 1 | The skid mounting surface can be a pad, but preferably a footing to support the entire perimeter of each of the skid unit(s). This footing should be designed in accordance with local building codes for the support of similar steel structures. |
| 2 | Typically the skid will be fabricated WITHOUT anchor bolt holes. Anchoring of the skid is done by placing anchor bolt plates over the bottom of the skid framing member and securing to the footing with expansion or epoxy anchor bolts. The skid is leveled, piping and electrical installation are complete before anchoring. For most installations, a total of eight (8) such anchors are recommended (local authorities may dictate otherwise) for each unit. This would include two (2) anchors down each long side (evenly spaced), with two (2) at each end (evenly spaced). For suggested anchor detail, see sketch attached. |
| 3 | After the skid is installed and leveled, but before anchoring, check the doors for fit and ease of movement. The entire package is assembled on a level surface at the factory and checked for proper operation before shipment. Occasionally, when the building is set, the doors do not line-up as they should. This can usually be corrected by shimming to level the skid on the foundation. Some experimenting may be required as each footing will vary slightly and the shim may need to be shifted until satisfactory door alignment is achieved. Once proper alignment is achieved the skid should be anchored down and the interior of the skid filled with concrete over a packed granular fill (gravel). The concrete should be 4"-6" thick and finished with some surface texture. For deckplated skids, the perimeter members of the skid should be grouted. |
| 4 | For skids with poured concrete floors, once the floor has cured the baseplate is to be grouted with a non-shrink grout. |
| 5 | The field electrician will need to connect the building heater. The field electrician is responsible for grounding the building per local codes. |
| 6 | All bolts need to be tightened after shipment. Bolts can become loose due to vibration from traveling and loading and unloading. |
| 7 | All valves are to be in the closed position prior to filling the system. |
| 8 | All drains in system that are to be field connected need to be routed appropriately by the installing contractor. |
| 9 | It is the installing contractor's responsibility to inspect the entire package before receiving the unit. Any damage must be noted in writing on the bill of lading. Pictures should be taken when possible. Failure to do so could result in a denial of a warranty claim. |
| 10 | All flexible coupled pumps shall be field aligned once the building has been anchored. Pumps are factory aligned, but vibrations in shipping and flexing of the station during loading and unloading may change the alignment. This shall be done by the installing contractor. |

Storage Requirements

In the event that the site is not prepared for installation, the following storage guidelines must be followed.

| Article | Description |
|---------|--|
| 1 | Place on a dry, hard, level surface. |
| 2 | Protect from weather and airborne contamination (if not enclosed). |
| 3 | Protect from effects of temperature extremes and humidity, to prevent condensation. |
| 4 | Protect from physical damage. |
| 5 | Maintain corrosion protection on exposed bare metal surfaces. |
| 6 | Rotate pump shaft by hand at least once per week. Rotate two revolutions stopping at a point 90 degrees from the initial shaft position. |



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| Agreement |
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I hereby accept Patterson proposal CD1703-02 dated March 9,2017 and authorize Patterson Pump Company to prepare submittals for approval. I understand that fabrication of the proposed equipment will not begin until Patterson Pump Company has received a copy of the approved submittal for this equipment and notice to proceed with fabrication.

| | |
|--------------------------|--|
| Company Name: | |
| By (Signature Required): | |
| Title: | |
| Date: | |
| Customer Order Number: | |

Please send invoices for this work to:

| | |
|--------------------|--|
| Name: | |
| Company Name: | |
| Mailing Address: | |
| City, State & Zip: | |
| Phone & Fax: | |

Please send submittal data and Operations & Maintenance Manuals to:

| | |
|--------------------|--|
| Name: | |
| Company Name: | |
| Mailing Address: | |
| City, State & Zip: | |
| Phone & Fax: | |