

CITY OF ANN ARBOR

INVITATION TO BID



**WASTEWATER TREATMENT PLANT
SECONDARY EFFLUENT PUMPS REPLACEMENT
VERTICAL WASTEWATER PUMPS PURCHASE
ITB No. 4328**

Due Date: April 10, 2014, by 2:00 p.m. (Local Time)

Wastewater Treatment Plan/ Public Services Area
Administering Service Unit

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48107

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ADVERTISEMENT TO BID
CITY OF ANN ARBOR, MICHIGAN
ITB No. 4328

Sealed Bids will be received by the Procurement Unit, c/o Customer Service, 1st Floor, Guy Larcom City Hall, on or before **April 10, 2014** by **2:00 p.m.** (Local Time) for the Wastewater Treatment Plant Secondary Effluent Pumps Replacement Vertical Wastewater Pumps Purchase. Bids will be publicly opened and read aloud at this time.

Work includes supplying Secondary Effluent Pumps Replacement Vertical Wastewater Pumps including shipping and delivery to be used at the Ann Arbor Wastewater Treatment Plant. No pre-bid conference will be held in connection with this purchase.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.a2gov.org.

Each bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of ninety (90) days.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Procurement Unit, (734) 794-6576.

CITY OF ANN ARBOR, MICHIGAN

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of Secondary Effluent Pumps Replacement Vertical Wastewater Pumps, including shipping and delivery, to be used at the Ann Arbor Wastewater Treatment Plant. Pumps bid must meet detailed specifications included in the document. No substitutions or equivalents will be accepted.

Any Bid which does not conform fully with these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided, with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before March 31, 2014 by 2:00 p.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to esajewski@a2gov.org

Bid Process and HR Compliance questions emailed to mberryman@a2gov.org.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.a2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before April 10, 2014 by 2:00 p.m. (Local Time) Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copy(ies) in a sealed envelope clearly marked: **ITB No. 4328 - WWTP Secondary Effluent Pumps Purchase.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit
c/o Customer Service Desk,
First Floor, Guy C. Larcom Building
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Purchasing Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.mitn.info and obtain an official Bid.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 – Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

In addition, the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Compliance Requirement

Ann Arbor City Ordinance requires the selected Bidder take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

To establish compliance with the City ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance forms or an acceptable equivalent see Attachment A. In the event Human Rights forms are not submitted with the bid, the bidder will have twenty-four (24) hours to provide once requested by the City.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached as Attachment B.

Vendor's Responsibility

The basic unit and all required components shall be compatible and are recommended for use in combination by the manufacturer. It shall be the vendor's responsibility to insure that all components operate according to manufacturer's recommendations in regard to operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the specifications.

Failure To Fulfill Guarantee:

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "detailed specifications."

Inspection:

Any materials, workmanship, or equipment, which may be discovered to be defective within the guarantee period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Disclosures

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Vendor Conflict of Interest Disclosure Form, Instructions to Bidders, Bid, Bid Forms, Contract, Detailed Specifications, and all Addenda. The Bidder declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become familiar with the City Vendor Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bond and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or

Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 10TH DAY OF APRIL, 2014.

PREMIER PUMP INC.

Bidder's Name

4891 VAN EPPS RD.

CLEVELAND, OH 44131

Official Address

216-739-1600

Telephone Number

Brian K. Sublett

Authorized Signature of Bidder

BRIAN K. SUBLETT

(Print Name of Signer Above)

bsublett@premierpump.com

Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the others)

* A corporation organized and doing business under the laws of the State of OHIO, for whom BRIAN K. SUBLETT, bearing the office title of SALES MGR., whose signature is affixed to this Bid, is authorized to execute contracts.

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority.

~~* A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~* A partnership organized under the laws of the State of _____ and filed with the county of _____ whose members are (list names and the street and mailing address of each):~~

An individual, whose signature with address, is affixed to this Bid.

Brian K. Sublett Date: 4-10-14
Signature (

(Print) Name BRIAN K. SUBLETT Title SALES MANAGER

Company: PREMIER PUMP INC.

Address: 4891 VAN EPPS RD CLEVELAND, OH 44131

Contact Phone 216 739-1600 Fax 216 739-3195

Email bsublett@premierpump.com

BID FORM

Section 1 – Equipment Data Sheet

SECONDARY EFFLUENT PUMPS
EQUIPMENT DATA SHEET

Manufacturer: AMERICAN MARSH

Model No.: 20 MFP-1

Motor Manufacturer: US/NIDEC

Pump Data:

(flow) 13,890 gpm and (efficiency-bowl) 80.06 % at 31-feet TDH (bowl)

(flow) 12,454 gpm and (efficiency-bowl) 83.6 % at 37.5-feet TDH (bowl)

(NPSH_{REQUIRED}) 32.07 feet at 37.5-feet TDH (bowl)

(low flow) 8,000 gpm at (TDH) 48 feet at (speed) 880 rpm

BID FORM

Section 2 – Schedule of Prices

<u>Item from Section 1</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. AMERICAN MARSH 20 MFP-1	6 ea @	\$ 70,947	= \$ 425,682.00
Total Amount of Bid			\$ 425,682.00

Optional Adder - Extended Warranty

Provide extended warranty on all materials and equipment provided for two years beyond the warranty included in the Base Bid.

Total _____ (\$ _____)

CERTIFICATION:

Bidder certifies that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated above. (Note: Michigan law exempts the City from assessment of State Sales Tax on direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State law shall prevail. The Bidder is making this certification acknowledges it is familiar with the State law and has prepared its Bid accordingly) /all materials in the bid are new, in unused condition and will meet or exceed your specifications in every respect.

Premier Pump Inc.
Company

Brian K. Suberit
Authorized Representative's Signature

BRIAN K. SUBERIT
Printed Name

BID FORM

Section 3 – Delivery

DELIVERY: Delivery of the pumps is desired as soon as possible. At a minimum, the pumps must be delivered within two hundred twenty four (224) calendar days after receipt of written Notice to Proceed.

☒ We can meet delivery schedule.

☐ We cannot meet the above delivery schedule, but we offer the Time Alternate as described in Section 4 of the Bid Form.

☐ We can improve the above delivery schedule, and we offer the Time Alternate as described in Section 4 of the Bid Form.

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

BID FORM

Section 4 – Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.



Signature of Authorized Representative of Bidder

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2014, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor") a _____ with its address _____

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I – Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "**ITB No. 4328 Wastewater Treatment Plant Secondary Effluent Pumps Replacement Vertical Wastewater Pumps**" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract
Compliance Forms
Bid Forms
Bid
Contract and Exhibits (if any)
Bonds

General Conditions
Detailed Specifications
Plans
Addenda

ARTICLE II – Definitions

Administering Service Area/Unit means Wastewater Treatment Plant (WWTP)

Contract Administrator means the WWTP Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means Wastewater Treatment Plant Secondary Effluent Pumps Replacement Vertical Wastewater Pumps Purchase. Bid No. 4328.

ARTICLE III – Time of Completion

- (A) The work to be completed under this Contract shall begin only after the Contractor's receipt of a fully executed Contract.

- (B) The entire work for this Contract shall be completed within 224 consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty one thousand and no/100 dollars (\$1,000.00) for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

ARTICLE IV – The Contract Sum

- (A)The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:
- (B)The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

ARTICLE V – Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI – Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII – Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII – Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing.

ARTICLE IX – Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X – Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its:

By _____

Its:

FOR THE CITY OF ANN ARBOR

By _____

John Hieftje, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By _____

Steven D. Powers, City Administrator

By _____

Craig Hupy
Public Services Area Administrator

Approved as to form and content

By _____

Stephen K. Postema, City Attorney

PERFORMANCE BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$_____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City dated _____, 2014, for: Project and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2014.

(Name of Surety Company)

(Name of Principal)

By _____
(Signature)

By _____
(Signature)

Its _____
(Title of Office)

Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

CERTIFIED CHECK INCLUDED WITH BID



The State of Ohio

Bob Taft

Secretary of State

857113

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARF MIS

of:

PREMIER PUMP, INC.

United States of America
State of Ohio
Office of the Secretary of State



Recorded on Roll 9306 at Frame 1053 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 10TH day of NOV

A.D. 19 93

Bob Taft
Bob Taft

Secretary of State



Sales Quote

185 PROGRESS RD.
COLLIERVILLE TN 38017
(901) 860-2300

Attn: BRIAN SUBLETT

Quote Number:

Q3-16452

Sales Quote Date:

11/05/13

Payment Terms

Net 30 Days

Customer ID

Customer Phone:

Customer Fax:

C11481

216-739-1600

216-739-3195

Job Name

ANN ARBOR

Page: 1

Sell To:

PREMIER PUMP CO
4891 VAN EPPS ROAD
CLEVELAND, OH 44131
USA

Ship To:

PREMIER PUMP CO
4891 VAN EPPS ROAD
CLEVELAND, OH 44131
USA

Shipping Payment Type	Ship Date	Order Date	Customer PO No.	Salesperson	Shipping Agent
Pre-paid & Allowed		11/05/13		Bob Conley	Bestway Per Shipping

We are pleased to quote the following equipment as manufactured by American-Marsh Pumps in Collierville, TN subject to the terms and conditions stated herein:

Item No.	Description	Qty	Unit Price	Net Price								

<u>Fluid Pumped</u> water	<u>Temp</u> 68	<u>Spec Gravity</u> 1	<u>Viscosity</u> 1	<u>FLOW</u> 13,890 GPM	<u>TDH</u> 31 FT	<u>RPM</u> 880	<u>EFF</u> 80.06	<u>POWER</u> 136 BHP	<u>NPSHR</u> 32.07 FT	<u>OAL</u> 244 IN	<u>Imp Trim</u> 13.200 IN	<u>Color</u> RED
SN	SERIALIZED ITEM								6			
ADDER	> Model 20MFP-1 stage mixed flow vertical turbine complete with standard CIBF construction, suction bell, 416ss bowl shaft, keyed impeller, dynamically balanced impeller, product lubricated. > 20" x 1-15/16" flanged steel column with 416ss lineshafts, 416ss lineshaft couplings, bronze spiders, neoprene lineshaft bearings, bearing spacing not over 5'. > 20" 150# fabricated steel discharge head complete with a standard packed stuffing box, 416ss headshaft, and sole plate. > Hi-Build Tnemec coal tar epoxy 46H-413 (16 mils). For bottom of baseplate, ID/OD of column, ID/OD of bowl assembly, ID of discharge head, OD of sole plate. > Non-witnessed performance and hydrostatic testing. Pump bowls, column, and head hydrostatically tested at 150% of the max shut-off pressure. > MTR, US/Nidec, 150HP, 900RPM, 460/3/60, 447TP, WP-1, premium efficient, inverter duty, 1.15 SF, NRR, class F insulation, Insulife 2000 insulation system, 16.5" BD, 12500# down thrust, class F rise at 1.15 SF, 44000 hr L-10 bearing life, ground lug in conduit box, Aegis ground ring, insulated upper bearing, winding thermostats, accessory outlet box, unwitnessed complete initial test. > Freight								6			

EPG QUOTE	Quoted Price								6	70,947.00		425,682.00
Transferred to page 2.....												425,682.00



185 PROGRESS RD.
COLLIERVILLE TN 38017
(901) 860-2300

Sales Quote

Attn: BRIAN SUBLETT

Quote Number:		Q3-16452
Sales Quote Date:	Payment Terms	
11/05/13	Net 30 Days	
Customer ID	Customer Phone:	Customer Fax:
C11481	216-739-1600	216-739-3195
Job Name		Page: 2
ANN ARBOR		

Item No.	Description	Qty	Unit Price	Net Price
Transferred from page 1.....				425,682.00

Spare Parts:				
ADDER	Set of lineshaft bearings	1	130.00	130.00
ADDER	Spare bowl assembly	1	10,505.00	10,505.00

NOTES & CLARIFICATIONS:

Requirements provided by Brian Sublett via email.
Offered using American Marsh Pumps standard materials, dimensions & construction.
Products, services and appurtenances not specifically listed are not included.
Standard leadtime 30 weeks from rec of PO and approval.

11321

- > 1.4, factory representative for field services rate is \$1000 per day plus expenses. Not included in the quoted price. Add as required.
- > 1.6/A, taking exception as the spec does not specifically indicate that UL/FM/CSA listing is required.
- > 2.1/A/2, VFDs to be provided by others.
- > 2.1/E/2, taking exception to C927 bronze impellers.
- > 2.1/E/2, taking exception to carbon steel lineshafts.
- > 2.1/E/5/a, taking exception to shaft enclosing tubes.
- > 2.1/E/5/a, taking exception to steel lineshaft couplings.
- > 2.1/E/6/b, taking exception to Garlock 8913 packing.
- > 2.1/E/7, taking exception to motor pedestal.
- > 2.1/E/2, taking exception to bronze lineshaft bearings as rubber bearings are also specified in the spec.
- > 2.1/E/11/a, taking exception to the coating requirements above EI. 744.50 as they are in conflict with the requirements in 2.1/E/11/c.
- > 2.1/E/14, pressure gauges to be provided by others.
- > Part 3, factory service representative for field services rate is \$1000 per day plus expenses. Not included in the quoted price.
- > Customer approved of the pump selection.
- > 2.1/E/13/d, oil lubricating both bearings is not available for this frame size. Lower bearing will be grease lubricated. Taking exception to steady bushing.

Transferred to page 3..... 436,317.00



185 PROGRESS RD.
COLLIERVILLE TN 38017
(901) 860-2300

Sales Quote

Attn: BRIAN SUBLETT

Quote Number:		Q3-16452	
Sales Quote Date:		Payment Terms	
11/05/13		Net 30 Days	
Customer ID	Customer Phone:	Customer Fax:	
C11481	216-739-1600	216-739-3195	
Job Name		Page: 3	
ANN ARBOR			

Item No.	Description	Qty	Unit Price	Net Price
	Transferred from page 2.....			436,317.00

- > 2.1/E/13/g, copper bar rotor is not available for this frame size and rating. Rotor will be die-cast aluminum.
- > 2.1/E/13/n, breather drains are not available on open motors. Take exception to stand-off insulators. Motor conduit box cannot accommodate this.
- > Liquidated damages limited to \$25,000.

Visit us online at www.american-marsh.com

Call us: (901) 860-2300 or Fax Us: (901) 860-2323

Submitted by: _____

Accepted by: _____

Notes:

1. Prices: Prices quoted herein are based upon purchase of complete assembly. Failure to purchase complete assembly will result in an increased price for items purchased separately. Prices contained herein for items manufactured by American-Marsh Pumps are firm for 30 days from date of quotation. We cannot guarantee prices beyond 30 days as the cost of materials may increase. Prices contained herein for items not manufactured by American-Marsh Pumps may be increased at any time, but will be limited to the same percentage increase charged to American-Marsh Pumps by its suppliers. 2. Setting or "OAL" is the distance between the bottom of the foundations plate and the bottom of the strainer. 3. Payment Terms are detailed in our "Standard Terms and Conditions", which you acknowledge having received upon submittal of your order. 4. Freight is FOB Shipping Point. 5. Delivery dates provided herein or verbally are calculated using the date of the quotation. These dates will be recalculated upon placement of your order and again upon release of the order for manufacture. American-Marsh Pumps does not guarantee any delivery dates. 6. Field start-up and installation supervision is not included in this quotation and is a separate charge. 7. The only items that will be provided by us are those items listed herein. 8. Our standard construction and paint will be used unless otherwise provided herein. 9. Items with an overall length of 20 feet will be shipped unassembled unless otherwise provided herein. 10. All sales are governed by the attached "Standard Terms and Conditions". 11. Purchase orders submitted are offers. Your order is not accepted until you sign our "Standard Terms and Conditions" and is approved by an officer of American-Marsh Pumps. 12. American-Marsh Pumps does not guarantee field efficiency.

Subtotal:	436,317.00
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total Net:	436,317.00

Please advise if you should have any questions.



STANDARD TERMS AND CONDITIONS OF SALES

1. **ACCEPTANCE.** Purchaser's order will be filled only after credit approval and acceptance of the order at Seller's administrative offices in Collierville, Tennessee. Any acceptance of the order is subject to the terms and conditions set forth herein, which supersede any inconsistent or additional terms and conditions contained in Purchaser's order. There are no agreements or representations, oral or otherwise, outside of this document. Submittal of technical information does not constitute acceptance of Purchaser's Terms and Conditions. Once Seller accepts an order, Purchaser shall not be permitted to change the order by Purchaser unless Seller agreed to in writing by Seller.

2. **DEFINITIONS.** (a) As used herein, "Service" refers to all labor, equipment, materials, accessories and/or parts which Seller proposes to provide for repair and/or service. (b) As used herein, "Equipment" refers to all equipment, materials, accessories and/or parts which Seller proposes to manufacture hereunder. (c) As used herein, "Seller" refers to American-Marsh Pumps in Collierville, Tennessee and does not include any of its distributors or other representatives. (d) "Purchaser" refers to the entity to whom Seller either provides "Service" or "Equipment" and is identified on page 5 of 5 of these Standard Terms and Conditions of Sales. (e) "International Agreement" refers to international sales of Equipment by American-Marsh Pumps to a Purchaser outside of the United States or a Purchaser organized or with a principal place of business or substantial assets outside of the United States.

3. **SHIPPING DATE.** Though Seller recognizes the desirability of delivering Equipment and Service promptly, the dates specified in Seller's quotation, in Purchaser's Order or in any other document relating to the shipping of Equipment or for Service are approximate only. Seller shall not be liable for any damages whatsoever due to delays in obtaining parts or services from third parties necessary to complete the manufacture of the Equipment. Seller will ship Equipment as soon as manufacturing is completed and Equipment meets design and performance specifications. Shipment date is not subject to Purchaser's prior approval of performance testing where testing has demonstrated that the Equipment meets performance specifications. Purchaser acknowledges that Seller cannot begin the manufacturing process until after Purchaser approves Seller's submittals and drawings and Purchaser issues a release to manufacture. Purchaser acknowledges that Seller's estimated lead time does not begin until Seller receives a release to manufacture and may be altered based upon any delay by Purchaser in issuing a release to manufacture. **SELLER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LIQUIDATED DAMAGES, CONSEQUENTIAL DAMAGES AND INCIDENTAL DAMAGES, RESULTING FROM ANY DELAY IN DELIVERY OR FAILURE TO DELIVER THE EQUIPMENT OR SERVICE, INCLUDING BUT NOT LIMITED TO ANY DELAY IN DELIVERY OR FAILURE TO DELIVER THE EQUIPMENT OR SERVICE WHERE SUCH DELAY OR FAILURE IS CAUSED BY FIRE, DELAYS OF SUBCONTRACTORS, CASTING FAILURES, FLOOD, NATURAL CAUSES, LABOR TROUBLES (INCLUDING STRIKES, SLOWDOWNS AND LOCKOUTS), WAR, GOVERNMENT REGULATIONS, INSURRECTIONS OR RIOTS, EMBARGOES, CARGO OR SHIP SHORTAGES, CIVIL DISORDERS, INTERRUPTION OF OR DELAY IN TRANSPORTATION, POWER FAILURE, ACCIDENTS, ACTS OF GOD, ACTIONS TAKEN BY SELLER GIVING PRIORITY TO ORDERS PLACED BY THE UNITED STATES GOVERNMENT OR ANY DEPARTMENT THEREOF, INABILITY TO OBTAIN LABOR, MATERIALS, SUPPLIES, PARTS, EQUIPMENT OR MANUFACTURING FACILITIES OR ANY OTHER CAUSE BEYOND SELLER'S CONTROL.**

4. **SHIPMENTS.** Prices are F.O.B. Shipping Point, unless otherwise agreed. When price includes transportation and other changes pertaining to the shipment of the goods, any increase in transportation rates and other charges will be billed to Purchaser. The origin point of shipment, method of transportation, and routing are at the Seller's discretion. If Purchaser specifies "freight collect," it is clearly understood that there will be no freight allowance. Purchaser may request shipment via a transportation mode other than truck. In such case, all additional expenses incurred will be billed to the Purchaser. If shipment is accepted by Purchaser at one destination and re-forwarded by Purchaser, the re-forwarding is at the Purchaser's expense and risk.

5. **PRICES.** Unless otherwise specified by Seller, written quotations are valid for 30 days. If Purchaser fails to furnish Seller with all necessary drawings duly approved by the Purchaser within 30 days after submission of drawings to Purchaser by Seller, Seller's prices are subject to change at Seller's sole discretion. Clerical errors in quotations are subject to correction. Where shipment is requested by Purchaser beyond the normal shipment schedule, or in the event that shipment is deferred at the request of the Purchaser by failure of Purchaser to fulfill its obligations to facilitate shipment as agreed or by any other act or failure to act on the part of the Purchaser resulting in a delay of timely shipment without fault on the part of Seller, including but not limited to providing necessary shipment information to Seller or failure to schedule a carrier in a timely manner if so required or by reason of Government action, Purchaser agrees to pay a delayed delivery storage fee at the rate of three percent (3%) of the Equipment price per month beyond the normal shipping date. Equipment will be packed, boxed or crated in accordance with the Company's standard commercial practice. Eight and one-half percent (8.5%) of the net price will be added to the price for packing of Equipment to be exported.

In addition to Seller's quotation for any Service, Purchaser shall pay Seller's (1) transportation expenses from Seller's facility and return thereto, (2) meals and room and board from the time Seller leaves its facility until Seller returns, (3) transportation costs for any required special tools or equipment, plus costs for any of these items not returned to Seller upon completion of the Service. Purchaser shall be responsible for procuring all necessary workmen and proper labor supervision. Purchaser shall be responsible for providing all tools and equipment required for installation or service work. Seller shall not be responsible for material or acts of workers furnished by Purchaser. Seller shall not be responsible for the rate of progress or the date of completion of the work nor for incorrect operation or damage incurred due to improper storage or handling.

6. **TAXES.** Prices specified herein do not include any export fees, duties, federal, state or municipal sales taxes, use taxes, excise taxes or other taxes. Therefore, in addition to the prices specified herein, the amount of any such sales, use, excise or other taxes applicable to the sale of the Equipment shall be paid by Purchaser, or in lieu thereof, Purchaser shall furnish Seller with tax-exemption certificates acceptable to said taxing authorities. Taxes payable outside the United States are the responsibility of the Purchaser.

7. **PAYMENTS.** Unless provided otherwise herein, payment for Equipment is due upon shipment or when Seller notifies Purchaser that Equipment is packed for shipment, whichever occurs first. Payment for Service is due upon completion unless otherwise specified herein.

whichever occurs first.

- (d) Twenty percent (20%) of the Sales Price is payable upon Seller's notification to Buyer that the Equipment is ready for shipment; and
- (e) Twenty percent (20%) of the Sales Price is payable no later than thirty (30) days after the Equipment is shipped or thirty (30) days after notification that Seller is ready to ship, whichever occurs first.

Progress payments are payable upon receipt of invoice. In the event that a progress payment is not paid when due, Seller, at its sole discretion, may do any and all of the following: (a) Delay manufacturing and/or partial shipments until Buyer's progress payments are brought current, (b) Revise payment terms, (c) Adjust delivery dates and schedule without penalty, breach, damages, or any liability therefore.

Any order totally less than \$300,000.00, Seller may allow the following Progress Payments, at Seller's sole discretion, as agreed to in writing at the time of Seller's acceptance of Purchaser's order:

- (a) Fifteen Percent (15%) on receipt of approved drawings;
- (b) Thirty-Five Percent (35%) on receipt of castings at our facility;
- (c) Thirty-Five Percent (35%) on receipt of motors or drives at our facility (or direct ship to site);
- (d) Fifteen (15%) upon final shipment from Seller.

If for any reason the Purchaser should fail to pay the Seller at the time the payment of any amount becomes due, then the Seller may charge the Buyer 18% per annum for said invoice(s).

Purchaser acknowledges that payment is due as set forth above and that Purchaser may not retain or withhold payment as an offset to any claim Purchaser may allege against Seller arising under any purchase order from Purchaser or contract between Seller and Purchaser. In addition to the foregoing, should Purchaser fail to pay Seller when payment is due, the Seller may, at its option, stop work until Purchaser has paid in full the amount owed, and the contract price will be adjusted for the additional costs of shutdown, delay and start-up. Failure to pay Seller when payment is due is a material breach of this agreement. The foregoing is in addition to all other rights and remedies available to Seller under this agreement or at law or equity. In addition, Purchaser shall be liable to Seller for Seller's reasonable costs (including its reasonable attorneys' fees) to collect overdue payments. If Purchaser is in default on payment to Seller, Seller will not undertake repair or replacement activities under Seller's limited warranty until Purchaser's account with Seller is brought current. Seller's warranty is not tolled during this time. If Seller stops work under the provisions of this section, Seller at Seller's sole discretion, may adjust date of Seller's performance and delivery for periods equal to the length of the stoppage, or for an additional period if reasonably caused by the work stoppage, without penalty or liability.

Purchaser must provide Seller with irrevocable letters of credit, confirmed by an acceptable U.S. bank, for any and all international purchases. Seller shall assess a finance charge of a 1.25% per month, or the maximum rate permitted by law, whichever is less, on all past due account balances.

Seller may change, alter, or modify the time of payment for merchandise or any agreement for extension of credit, or may require partial or full payment prior to manufacturing, assembling or shipping any merchandise, notwithstanding any contrary provisions specified herein or in any documents or orders submitted by Purchaser.

Purchaser must pre-pay Seller for Equipment from a third-party.

8. DESIGN. Seller reserves the right to discontinue any model or to modify the design of a model without incurring any obligation to make the modifications to any models previously sold. Once Purchaser approves the Seller's submittal drawings, Purchaser waives any and all claims against Seller for any defects in design.

9. CANCELLATION. Once an order is accepted by Seller, Purchaser may not cancel its order unless (1) Purchaser obtains Seller's written consent (2) Purchaser indemnifies Seller against any loss (3) Purchaser pays Seller for expenses already incurred (4) Purchaser pays Seller for Seller's anticipated profit and (5) Purchaser pays Seller a 15% cancellation fee.

Seller may cancel the order without recourse if (1) Conditions are such that shipment from Seller's factory will be delayed, resulting in Seller's inability to deliver the Equipment beyond Seller's estimated date of delivery; (2) Purchaser fails to make payment to Seller on any order accepted by Seller; (3) Seller terminates or alters its relationship with the distributor or other representative from whom Purchaser placed its order; or (4) Purchaser is or becomes insolvent or is unable to provide further assurances of ability to make payment as provided in paragraph 7 herein, in which case Seller may cancel all pending orders placed by Purchaser. Upon cancellation of the order(s) by Seller, Purchaser shall indemnify Seller against any loss and shall pay for all expenses already incurred by Seller.

Notwithstanding any contrary provisions provided herein and except where prohibited by law, Seller shall retain title to the Equipment until the Equipment has been delivered or until Seller has received payment in full for the Equipment, whichever is later.

10. FIELD PERFORMANCE TESTS. Field performance testing to determine head, capacity, BHP or efficiency contract compliance is unacceptable. When performance contract compliance must be demonstrated, a factory laboratory performance test must be priced and included in the order.

11. RETURN OF EQUIPMENT. Purchaser shall not return any Equipment unless and until Purchaser obtains Seller's written authorization. A return authorization number must accompany all returns. Purchaser must pay transportation charges for returns to Seller. Seller shall not authorize the return of any Equipment with a purchase price of less than \$100.00. Seller shall not authorize the return of any Equipment unless (1) the Equipment was shipped to Purchaser no longer than ninety (90) days prior to the requested return; (2) the Equipment's design is currently cataloged for sale by Seller; (3) the Equipment is in its original, undamaged shipping carton; and (4) the Equipment can still be sold by Seller with the original complete factory warranty. Customized Equipment cannot be returned. Equipment authorized for return is subject to a minimum handling charge of 20% of the invoice value of the return. All returned goods must be properly packaged and marked. Impellers of less than maximum diameter, obsolete Equipment and customized Equipment are not returnable for store credit. Claims for shortages or incorrect material must be made within 30 days of the invoice date.

12. DISTRIBUTORS/DEALERS. Equipment and Services sold to distributors and dealers shall be governed by the terms and conditions

adjusted on a pro rata basis to reflect any losses sustained by Seller, including but not limited to the attorneys' fees incurred by Seller during the course of the litigation.

13. LIMITED WARRANTY: NEW EQUIPMENT MANUFACTURED BY SELLER OR SERVICE SUPPLIED BY SELLER IS WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR A PERIOD OF ONE YEAR FROM DATE OF SHIPMENT. SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING, AT SELLER'S OPTION, ANY PART FOUND TO SELLER'S SATISFACTION TO BE SO DEFECTIVE. AFTER THE PART IS RETURNED TO SELLER IN COLLIERSVILLE, TENNESSEE, TRANSPORTATION PREPAID. SELLER, IN ITS SOLE DISCRETION, WILL DETERMINE IF THE PART IS COVERED UNDER THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE OR RESPONSIBLE FOR THE COST OF INSTALLING OR REMOVING THE EQUIPMENT. IN THE CASE OF SPARE OR REPLACEMENT PARTS MANUFACTURED BY SELLER, THE WARRANTY PERIOD SHALL BE FOR A PERIOD OF TWELVE MONTHS FROM SHIPMENT. PARTS REPLACED UNDER WARRANTY SHALL BE WARRANTED ONLY FROM DATE OF REPAIR.

THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL RETAIL PURCHASER AND ONLY DURING THE TIME IN WHICH THE ORIGINAL RETAIL PURCHASER OCCUPIES THE SITE WHERE THE EQUIPMENT WAS ORIGINALLY INSTALLED.

THIS WARRANTY DOES NOT COVER PARTS DAMAGED BY DECOMPOSITION FROM CHEMICAL ACTION, CORROSION, EROSION OR WEAR CAUSED BY ABRASIVE MATERIALS, EXCESSIVE WATER TEMPERATURES, ELECTROLYSIS, CAVITATION OR SPECIAL MATERIALS USED TO PREVENT CORROSION, EROSION, ELECTROLYSIS, OR CAVITATION NOR DOES IT COVER DAMAGE RESULTING FROM MISUSE, ACCIDENT, NEGLIGENCE ABUSE, ALTERATION, VANDALISM OR FROM IMPROPER OPERATION, MAINTENANCE, IMPROPER ALIGNMENT, INSTALLATION, MODIFICATION OR ADJUSTMENT. THIS WARRANTY DOES NOT COVER PARTS REPAIRED OUTSIDE SELLER'S FACTORY WITHOUT PRIOR WRITTEN APPROVAL. SELLER MAKES NO WARRANTY AS TO STARTING EQUIPMENT, ELECTRICAL APPARATUS OR OTHER MATERIAL NOT OF ITS MANUFACTURE. IF PURCHASER OR OTHERS REPAIR, REPLACE, OR ADJUST EQUIPMENT OR PARTS WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, SELLER IS RELIEVED OF ANY FURTHER OBLIGATION TO PURCHASER UNDER THIS SECTION WITH RESPECT TO SUCH EQUIPMENT OR PARTS.

SELLER'S LIABILITY FOR BREACH OF THESE WARRANTIES (OR FOR BREACH OF ANY OTHER WARRANTIES FOUND BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN GIVEN BY SELLER) SHALL BE LIMITED TO: (A) ACCEPTING RETURN OF SUCH EQUIPMENT AND (B) REFUNDING ANY AMOUNT PAID THEREON BY PURCHASER (LESS DEPRECIATION AT THE RATE OF 15% PER YEAR IF PURCHASER HAS USED EQUIPMENT FOR MORE THAN THIRTY [30] DAYS), AND CANCELING ANY BALANCE STILL OWING ON THE EQUIPMENT. (C) IN THE CASE OF SERVICE, AT SELLER'S OPTION, REDOING THE SERVICE, OR REFUNDING THE PURCHASE ORDER AMOUNT OF THE SERVICE OR PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE SELLER WHETHER A CLAIM IS BASED UPON NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. FOR PURPOSES OF THIS SECTION, THE EQUIPMENT WARRANTED SHALL NOT INCLUDE EQUIPMENT, PARTS, AND WORK NOT MANUFACTURED OR PERFORMED BY SELLER. WITH RESPECT TO SUCH EQUIPMENT, PARTS, OR WORK, SELLER'S ONLY OBLIGATION SHALL BE TO ASSIGN TO PURCHASER THE WARRANTIES PROVIDED TO SELLER BY THE MANUFACTURER OR SUPPLIER PROVIDING SUCH EQUIPMENT, PARTS OR WORK. NO EQUIPMENT FURNISHED BY SELLER SHALL BE DEEMED TO BE DEFECTIVE BY REASON OF NORMAL WEAR AND TEAR, FAILURE TO RESIST EROSION OR CORROSIVE ACTION OF ANY FLUID OR GAS, PURCHASER'S FAILURE TO PROPERLY STORE, INSTALL, OPERATE, OR MAINTAIN THE EQUIPMENT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES OR SPECIFIC RECOMMENDATIONS OF SELLER, INCLUDING, BUT NOT LIMITED TO SELLER'S INSTALLATION AND OPERATION MANUALS, OR PURCHASER'S FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION TO SELLER CONCERNING THE OPERATIONAL APPLICATION OF THE EQUIPMENT.

14. COMPLIANCE WITH LAWS. Purchaser shall be solely responsible for securing any necessary permits under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation, service, repair and operation of the Equipment. Purchaser agrees to provide Seller, upon request, with evidence of the securing of any such permits and of compliance with any such laws, ordinances and regulations. Seller shall be responsible for requesting any U. S. Export License Permits which may be required, and Seller agrees to provide all necessary information to enable Purchaser to apply for the permit. Purchaser agrees to comply with applicable United States international trade laws and regulations in its business dealings with Seller. Purchaser agrees to disclose the name and address and business of the user of the goods supplied upon Seller's request. Purchaser shall automatically disclose this information if the goods are to be exported outside of the United States, Notwithstanding Purchaser's sole responsibility to ensure compliance with all relevant laws, Seller reserves the right to cancel order without compensation to Purchaser if Seller considers or suspects that goods may breach any laws of the United States.

15. INDEMNIFICATION. It is understood that Seller has relied upon data furnished by and on behalf of Purchaser with respect to the safety aspects of the Equipment, and that it is Purchaser's responsibility to assure that the Equipment will, when installed and put in use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. Purchaser hereby agrees to defend, indemnify and hold harmless Seller, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the Equipment or arising out of the installation, service, repair, or use or operation of the same, except where the injury or damage is solely caused by Seller's negligence and except for claims for repair or replacement of defective parts in accordance with Paragraph 13 hereof. Purchaser indemnifies Seller for any loss to Seller, including reasonable attorneys' fees, caused by Seller's manufacturing, installing or building to specifications provided by the Purchaser.

16. RISK OF LOSS. The risk of loss or damages to Equipment passes to Purchaser upon tender of delivery F.O.B. manufacturing facility

OCCASIONED BY OR ARISING OUT OF THE OPERATION, USE, INSTALLATION, REPAIR OR REPLACEMENT OF THE EQUIPMENT OR OTHERWISE, WHETHER OR NOT SUCH LOSS IS BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. SELLER'S DAMAGES ARE LIMITED TO DAMAGES SET FORTH IN PARAGRAPH 13, LIMITED WARRANTY. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES, PENALTIES OR LIQUIDATED DAMAGES BASED UPON OR RELATING TO SELLER'S FAILURE OR INABILITY TO SHIP WITHIN A SPECIFIED TIME. THE FOREGOING NOTWITHSTANDING, SELLER'S MAXIMUM AGGREGATE LIABILITY RELATED TO THE PERFORMANCE OF THIS CONTRACT SHALL NOT EXCEED THE PURCHASE ORDER AMOUNT OF THE EQUIPMENT OR SERVICE PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED. ALL SUCH LIABILITY SHALL TERMINATE ONE YEAR FROM THE DATE OF SHIPMENT.

18. **GENERAL.** Any Purchaser document which contains terms in addition to or inconsistent with the terms stated herein or a rejection of any term stated herein shall be deemed to be a counter-offer to Seller and shall not be binding upon Seller unless specifically accepted in writing by a duly authorized representative of Seller. This clause shall constitute a continuing objection to any such items not specifically so accepted by Seller.

All questions relating to the formation of or performance under the contract based hereon shall be determined in accordance with the laws of the State of Tennessee in the United States of America, excluding the application of its conflict of law provisions. The parties stipulate that the state and federal courts of Shelby County, Tennessee, or any other court in which Seller initiates proceedings, have exclusive jurisdiction over all matters arising out of this agreement. In the event of any dispute or difference arising out of or relating to an International Agreement or the breach thereof, the parties hereto first shall use their best endeavors to settle such disputes or differences. To this effect, the parties shall consult and negotiate with each other, in good faith and understanding of their mutual interest, to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of sixty (60) days from the commencement of consultations and negotiations, before arbitration may be invoked, one of the parties must, by written notice to the other party, have the dispute referred to their respective Chief Executive Officers (or the equivalent), or to their designated representatives who have the final authority to resolve the dispute, with the request that they attempt in good faith to resolve the dispute within sixty (60) calendar days after valid notice is served pursuant to this Agreement. No party may invoke arbitration without first complying with the provisions of this section. In the event that the foregoing designated representatives of the parties are not able, for whatever reason, to resolve such dispute in good faith within the sixty (60) calendar day period, the parties agree that the disputes or differences shall be settled by arbitration in accordance with the rules set forth by the United Nations Commission for International Trade Law (UNCITRAL) Arbitration Rules, under the auspices of the American Arbitration Association (Arbitration). The arbitration shall take place in Memphis, Tennessee, USA, or another location, at the sole discretion of American-Marsh Pumps. The arbitration shall be conducted in and the award rendered in English and payable in US Dollars, and such award shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto. The parties agree that any judgment, decision, or award of the arbitrators shall be made enforceable in any court of competent jurisdiction, including courts in the country of Purchaser. Judgment upon the award rendered may be entered into any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. The terms of this paragraph shall survive any termination or expiration of this Agreement. The United Nations Convention on contracts for the International Sales of Goods shall have no application to this Agreement or to any proceeding brought pursuant hereto.

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but remainder hereof shall not be invalidated and shall be given effect so far as possible. No waiver of any term or condition or the breach of any term or condition of this agreement shall be deemed to constitute a waiver of any subsequent breach of such term or condition nor justify or authorize a nonobservance upon any occasion of such term or condition or any other term or condition.; nor shall the acceptance of payment by Seller at any time when Purchaser is in default of any term or condition be construed as a waiver of such default or waiver of Seller's right to terminate this agreement on account of such default.

The Purchaser warrants and represents that only persons with authority to execute the documents related to this agreement will sign on behalf of the Purchaser and that electronic orders will be placed only by persons so authorized by the Purchaser and shall be binding on the Purchaser upon acceptance by the Seller with or without hand written signature of Purchaser.

IN ANY LITIGATION, ARBITRATION, OR OTHER PROCEEDING IN WHICH SELLER PREVAILS IN SEEKING TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR BOTH) OR IN REMEDYING PURCHASER'S BREACH OF THIS AGREEMENT, SELLER SHALL BE AWARDED ITS REASONABLE ATTORNEY FEES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO COURT FEES, COURT REPORTER FEES AND EXPERT FEES.

Purchaser hereby acknowledges that it has received Seller's operation manual and declares it is familiar with the Hydraulic Institute Standards.

PURCHASER (as defined in paragraph 2, above)

DATE

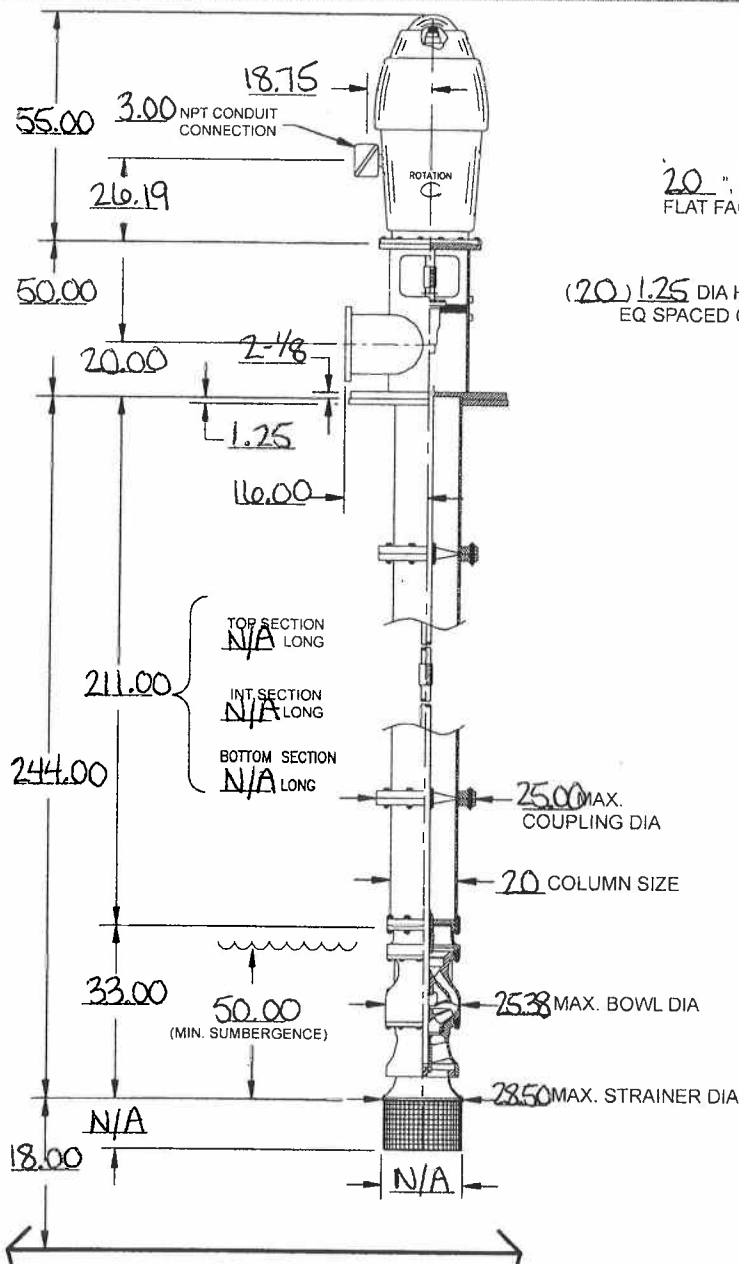
BY: _____

TITLE



VERTICAL TURBINE 480 SERIES VT FABRICATED DISCHARGE HEAD, OPEN LINESHAFT, FLANGED COLUMN

NOVEMBER 2010



DISCHARGE HEAD

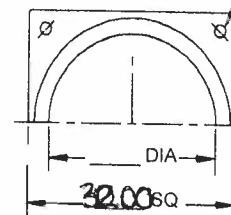
(4) 1.25 DIA HOLES THRU
EQ SPACED ON 25.00 SQ.

20" 150# ANSI
FLAT FACED FLANGE

(20) 1.25 DIA HOLES THRU
EQ SPACED ON 25.00 C.C.

FOUNDATION PLATE

(4) 1-1/8 DIA HOLES THRU
EQ SPACED ON 29 SQ.



NOTES:

1. ALL DIMENSIONS ARE IN INCHES ± 0.375
- THE MIN. SUBMERGENCE IS FROM THE BOTTOM OF THE BELL OR SUCT. CASE TO THE WATER LEVEL.
THIS VALUE IS REQUIRED TO PREVENT VORTEXING ONLY. THIS VALUE MAY NEED TO INCREASE TO PROVIDE ADEQUATE NPSH_a

CUSTOMER Premier Pump Co.				P.O. NUMBER	
JOB NAME Ann Arbor				TAG NAME	
PUMP SIZE AND MODEL 20MFP-1	GPM 13,890	TDH 31	RPM 880	ROTATION	DISCHARGE POSITION
MOTOR US-VHS	HP 150	FRAME 447TPA	PHASE 3	HERTZ 60	ENCLOSURE WPI
CERTIFIED FOR			CERTIFIED BY		
DATE			DATE		

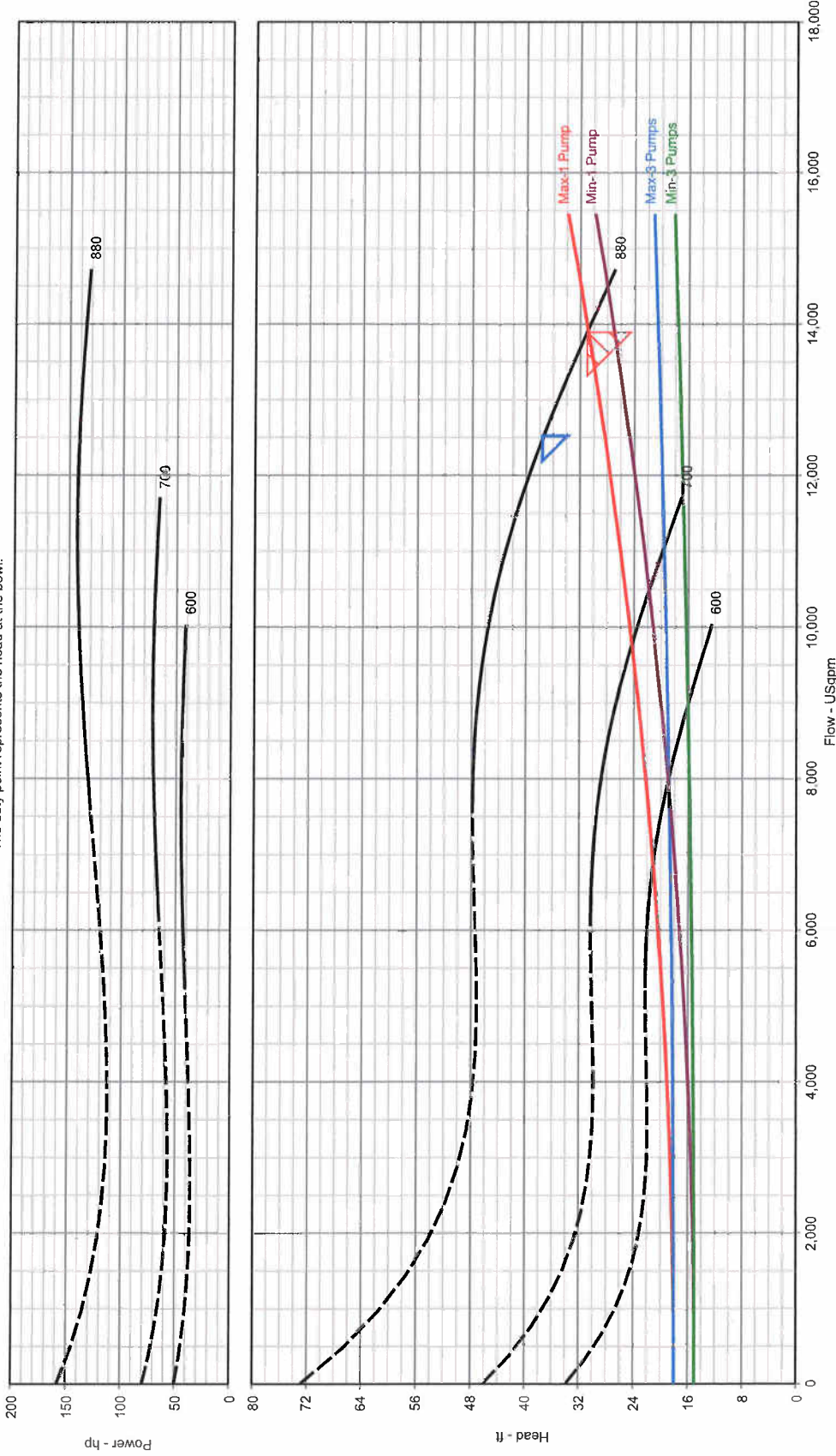
WARNING

DO NOT OPERATE THIS MACHINE
WITH OUT PROTECTIVE GUARD IN
PLACE. ANY OPERATION OF THIS
MACHINE WITHOUT PROTECTIVE
GUARD CAN RESULT IN SEVERE
BODILY INJURY.



Multi-Speed Performance Curve

Bowl performance. Adjusted for construction and viscosity.
The duty point represents the head at the bowl.

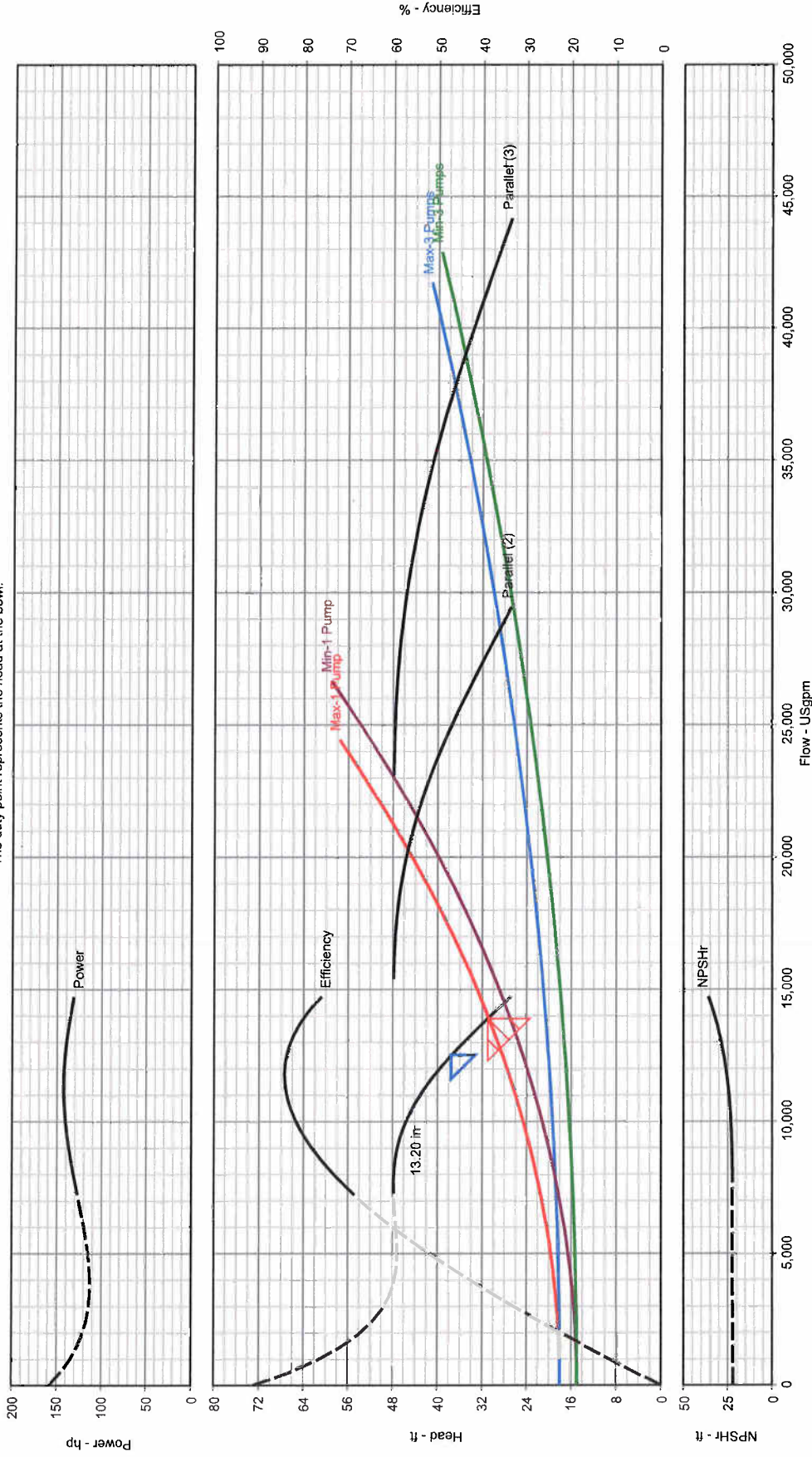


Customer	:		Size	:	20MFP	Flow, rated	:	13,890.0 USgpm
Customer reference	:		Stages	:	1	Differential head / pressure, rated	:	31.00 ft
Item number	:	003	Speed, rated	:	880 rpm	Fluid density, rated / max	:	1.000 / 1.000 SG
Service	:		Based on curve number	:	20MFP	Viscosity	:	1.00 cP
Quantity	:	1	Efficiency (bowl / pump)	:	80.06 / - %	Cq/Ch/Ce [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00
Quote number	:	262869	Power (bowl / pump)	:	136 / -	Impeller diameter, rated	:	13.20 in
Date last saved	:	21 Nov 2013 8:32 AM	NPSH required	:	32.07 ft			



Pump Performance Curve

Bowl performance. Adjusted for construction and viscosity.
The duty point represents the head at the bowl.



Customer	:		Size	:	20MFP	Flow, rated	:	13,890.0 USgpm
Customer reference	:		Stages	:	1	Differential head / pressure, rated	:	31.00 ft
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Quantity	:	1	Efficiency (bowl / pump)	:	80.06 / - %	Cq/Ch/Ce [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00
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