



OP-578247
August 11, 2023

RE: City of Independence, MO High Service Pump #5

Scope of Work:

Removal

- Cogent Service Technicians to remove Flowserve High Service Pump 5
 - Perform LOTO on motor
 - Drain system
 - Unbolt and remove coupling guard
 - Unbolt suction and discharge flanges
 - Remove Pump and transport to Cogent Service Center for DCI
 - Apply blind flanges and gaskets to piping

Shop Repairs

- **Cogent Shop Services complete disassembly, cleaning, inspection quoted separately.**
 - Complete disassembly, cleaning, and inspection of pump.
 - Repair of pump, shaft, and impeller.

Installation

- Cogent technicians to install repaired Flowserve High Service Pump 5
 - Transport Pump to Customer's site
 - Prep suction and discharge flanges
 - Install new gaskets to flanges
 - Straight edge alignment and bolt pump to base
 - Install Coupling and Coupling Guard
- Laser Alignment
 - Make adjustments as needed
- Perform Startup
 - Customer to work with Cogent on opening/closing valves and performing startup

Work/Tasks/Lead Time or Delivery Date

2 week startup notification required.

Net Cost **\$136,825.74**

Includes equipment, startup, and freight

**Exclusions and Clarifications:**

Cogent Service Technicians for (3) days, plus travel time. Any additional time will be added to the final invoice.

Customer to have system isolated and drained of all product prior to Cogent's arrival.

Lead times are estimates and may vary depending upon numerous factors including, but not limited to, stock availability, ability to obtain complete specifications and requirements prior to receiving order and sufficient labor availability.

Customer to have system drained of all product prior to Cogent's arrival.

Startup to occur on a regular business day, during regular business hours. Operator training will be provided immediately following completion of startup. A separate trip for training is not included.

If additional trips are required due to issues outside of Cogent's control, return trips will be billed at the standard Time and Material rate. After hours or non-business days requests will be billed at overtime rates.

Any work not specifically detailed in the scope of work statement is outside the scope of the project and will not be completed by Cogent. Any additional work resulting from the work described but not explicitly listed in the scope of work will be quoted separately at a time and material rate. Cogent maintains responsibility for work described when equipment is in a reasonable repair condition.

The company will not be responsible for replacement of aged equipment, equipment in disrepair, nor equipment in need of improvement or replacement unless such equipment is categorically listed or defined. Delay of the project against schedule as a result of work performed by others, weather or unforeseen additional work, limited labor force, or inadequate working conditions are outside of the control of Cogent.



Terms: Standard terms and conditions apply as per attached.

If, after reviewing the above proposal, you have any further questions or comments, please feel free to contact me. If the proposal meets with your approval, please sign, date and mail or fax a copy back to our office, and we will order your equipment and schedule the installation.

Thank you for the opportunity. If I can be of further assistance to you on this or future projects, please let me know.

Sincerely,

Fluid Equipment

Jason Robertson
Municipal Outside Sales

ACCEPTED THIS DATE _____ BY _____

TITLE _____

COMPANY _____



STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.