



TSC-JACOBS NORTH

24156 SR 54, Suite 3, Lutz, Florida 33559
Phone 813-242-2660 Fax 813-242-2597

Quote# 2023-0029

December 13, 2023

Job Name: Edgewater, FL WWTP
Location: Edgewater, FL
Equipment: AquaTurbo Anoxic Mixer

City of Edgewater, FL
Attn: Matt Hixson

Dear Matt,

We are pleased to quote the following services as detailed in this proposal:

- AquaTurbo MIX-GS 0075-30 Bridge Mounted Mixer 304 1.0HP 21RPM
230/460V 60Hz 3ph - Dia. 1500 (59"), 19' from mounting
surface to basin floor

Price – \$24,500

Please Note: The above price does not include sales tax.

Respectfully,

Joe Sacco



Joetscjin@gmail.com

904-524-9576 phone

813-242-2597 fax

TSC-Jacobs North

PURCHASING STANDARD TERMS AND CONDITIONS

1. Seller warrants all material and equipment furnished to be new, free from defects, and in strict accordance with plans and specifications. All materials are subject to final approval and acceptance by the Owner, and any materials found not conforming will be considered defective and returnable at Seller's expense.
2. It is expressly agreed and understood that time is of the essence as to this agreement and the payment of the consideration herein expressed is conditioned upon complete and timely performance by Seller.
3. TSC-Jacobs North (TSCJN) shall pay Seller ninety percent (90%) of the indicated price, plus all applicable State and Federal taxes, within forty-five (45) days after receipt of equipment or invoice, whichever is later. TSCJN will retain ten percent (10%) until equipment acceptance or receipt of payment from the Owner. Retainage will not exceed 120 days.
4. If at any time there shall be evidence of any liens or claims for which TSCJN or its Surety may become liable and which are chargeable to Seller, then TSCJN shall have the right to retain out of any payment due or to become due an amount sufficient to indemnify itself, its surety and the Owner against any such lien or claim. TSCJN may from time to time require, as a condition precedent to payment, reasonable documentary evidence demonstrating that Seller has fully paid for the materials furnished.
5. Payments made hereunder shall not in any way be construed as an acceptance by TSCJN of the material supplied and TSCJN reserves the right at any time to require Seller to comply with plans and specifications irrespective of whether monies have been paid to Seller. TSCJN also reserves the right to issue a joint check to Seller and any material supplier who may make any claims against TSCJN, its Surety, or the Owner.
6. Neither any payments herein provided to be paid to Seller, nor any other right of interest of Seller shall be assigned or transferred without the expressed, written consent of TSCJN and at TSCJN's sole discretion.
7. Should Seller in any way cause delay to the project, or otherwise fail to perform its obligations hereunder and on a timely basis, TSCJN shall have the right to deduct any and all damages caused thereby from any amounts that may be owing. TSCJN shall have right to declare this agreement to be breached by Seller by seventy-two (72) hours written notice and to renegotiate and execute a new contract for the supplying of the materials described herein.
8. All losses, damages and expenses, both direct and consequential, including interest, Court costs, attorney's fees and appellate attorney fees and Court costs in the prosecution or defense of any action or suit incurred by reason of any breach by Seller under the terms of this Agreement, shall be borne by and charged against Seller, including a ten percent (10%) overhead and ten percent (10%) profit, and shall be the damages for the breach of this Agreement, in addition to any other damages allowed by law. Seller further agrees that a breach of any other agreement between the parties pertaining to this or any other construction project shall constitute a material breach under this Agreement.
9. Seller agrees to comply with all Municipal, State and Federal Laws and Ordinances, all Federal OSHA and EEO Regulations and US or International Trade or patent Agreements, and such other laws as may be applicable, and to comply with all other laws and ordinances and to reimburse and save TSCJN harmless from any annoyances and fines pertaining to the materials supplied by Seller.
10. Default hereunder shall also be defined as the filing by or against Seller of a voluntary or involuntary petition under any provision of the Federal Bankruptcy Act, as amended, or the making of a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency or otherwise filing of lien by the Internal Revenue Service against Seller.
11. In the event of a suit between TSCJN and Seller, the venue of such suit shall be the County in which the construction project described herein is located and Seller hereby expressly waives for itself and its successors and assigns whatever rights it may have in the selection of venue.
12. Seller agrees to indemnify and hold harmless TSCJN and its Surety from any and all claims, suits, demands and damages of any kind or nature, resulting from any act or omission of Seller without regard to the party or parties who may suffer any such damages and without regard to whether such damages are to property or to persons. It is expressly understood and agreed that Seller shall, at its own cost, defend any such claims that may be brought by reason of any act or omission against which the Seller has indemnified TSCJN hereunder. The parties further agree that five percent (5%) of the lump sum price to be paid to Seller is hereby specifically designated as consideration for this indemnity.
13. If a right or obligation to arbitration exists in the contract between the Owner of the project and TSCJN, then Seller agrees to submit to arbitration and the provisions of the said contract between Owner and TSCJN which pertain to arbitration shall be deemed to be incorporated by reference herein. In such agreement, Seller also agrees to multi-party and/ or consolidated arbitration proceedings and does hereby expressly waive any objections thereto. The award rendered by the Arbitrators shall be final and any judgment may be entered in any Court having jurisdiction thereof.
14. Seller and TSCJN do hereby agree that there are no oral or written representations or agreements not herein specified, and that the terms and conditions hereof contain the entire agreement between said parties; and, that the terms and conditions hereof cannot be varied or modified, in whole or in part, except by agreement in writing and signed by the parties.