



**Bid Number 50-00147778**

**Purchase of Pre-Assembled Wash Water Booster Pump for the  
Jefferson Parish Department of Sewerage**

**Bid Due: July 1, 2025 AT 2:00 PM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the bid due date and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Purchasing Specialist: Sean Dumas  
Email: [Sean.Dumas@jeffparish.gov](mailto:Sean.Dumas@jeffparish.gov)  
Phone: 504-364-2808**

**... Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

Prices must be held firm throughout the entirety of the contract. However, bidders may request that an escalation provision be added to their contract by selecting "yes" below. The escalation provision in the contract will state that only an escalation will be allowed during the term of the contract, and the escalation shall take effect only after the initial 12 month period of the contract. A vendor with an escalation provision in their contract must submit a request in writing to activate the provision, but should not do so any sooner than the first day of the 13th month of their contract. The escalation percentage shall be limited to the most recently published CPI figure issued at the time an adjustment is requested by bidder based on the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure.

Are you requesting an escalation provision:

YES \_\_\_\_\_ NO  X

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

Freight Allowed

**LOUISIANA CONTRACTOR'S LICENSE NO.:** (if applicable)

Not Applicable

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Coastal Process, LLC

ADDRESS: 28750 James Chapel Road North

CITY, STATE: Holden, LA ZIP: 70744

TELEPHONE: (   ) 225-567-3120

E-MAIL: bjohnson@coastalprocess.net, orders@coastalprocess.net

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER:  1

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 65,893

AUTHORIZED SIGNATURE: William Todd Burnett

William Todd Burnett

Printed Name

TITLE: Owner

**SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.**

**NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department:**

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147778

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	<p>PURCHASE OF PRE-ASSEMBLED WASH WATER BOOSTER PUMP FOR THE JEFFERSON PARISH DEPARTMENT OF SEWERAGE</p> <p>0001 - Pre-Assembled Duplex Washwater Booster Pump Skid</p> <p>150 GPM at 162 feet TDH (Each Pump) Supply Power (460V/60Hz/3PH)</p>	\$ _ 64 , 033	\$ _ 64 , 033
2	1.00	EA	<p>0002 - Start-Up (1 Day Onsite, 1 Technician)</p> <p>Includes travel to and from jobsite 2.5 hours travel/5.5 hours onsite</p> <p>*** SEE ATTACHED SPECS ***</p>	\$1860 _	\$1860
<p>1. Acknowledgment Addenda #1</p> <p>2. Freight Allowed</p> <p>3. We are in full compliance with the specifications.</p>					

**CORPORATE RESOLUTION**

Excerpt from minutes of meeting of the Board of Directors of Coastal Process, LLC  
Incorporated.

At the meeting of Directors of Coastal Process, LLC  
Incorporated, duly noticed and held on January 5, 2025,  
A quorum being there present, on motion duly made and seconded. It was:

Resolved that William Todd Burnett, be and is hereby appointed, constituted and designated as agent and Attorney-In-Fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Parish of Jefferson or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and Attorney-In-Fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said corporation, and the same has not been revoked or rescinded.

  
\_\_\_\_\_  
**Secretary-Treasurer**

6/26/25  
\_\_\_\_\_  
**Date**

Generic Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Livingston

BEFORE ME, the undersigned authority, personally came and appeared:

William Todd Burnett (Affiant) who after being duly sworn by me, deposed and

said that he/she is the fully authorized member of

Coastal Process, LLC (Entity), who submitted a bid to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A  Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B  There are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A  Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish of Jefferson to the Affiant.

Choice B  There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) False accounting (R.S. 14:70)
- (d) Issuing worthless checks (R.S. 14:71)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Contractors; misapplication of payments prohibited (R.S. 14:202)
- (h) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract canceled, the awarded entity

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making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2) above.

William Todd Burnett

Signature of Affiant

William Todd Burnett

Printed Name of Affiant

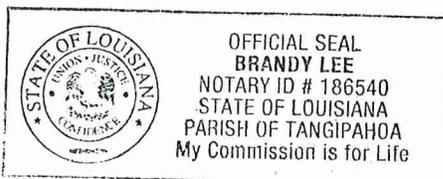
SWORN AND SUBSCRIBED TO BEFORE ME,  
NOTARY PUBLIC ON THE 26 DAY  
OF June, 2025.

Brandy Lee  
Notary Public

Brandy Lee  
Printed Name of Notary

186540  
Notary/Bar Roll Number

My commission expires Commissioned  
for life



3/25



## DESCRIPTIONS (Continued from Page 1)

and errors' and omissions, and auto liability policy as required by written contract when executed prior to a loss, subject to policy terms, conditions and exclusions.

Waiver of subrogation is provided with respect to the general liability coverage only (excludes pollution liability and errors and omissions), auto liability, workers compensation policy as required by written contract when executed prior to a loss, subject to policy terms, conditions and exclusions.

Additional insured provision on the general liability policy and auto liability policy is primary and non contributory as required by written contract executed prior to a loss, subject to policy terms, conditions and exclusions.

Excess Liability policies # EFX129505 & ENVXSS534440 are follow form.

\*\*\* Excess Liability Layer policy #867BE0196005:

Policy is follow form, but excludes pollution liability and errors and omissions.

Each Occurrence Limit: \$5,000,000

Aggregate Limit: \$5,000,000

# Coastal Process, LLC

28750 James Chapel Road N  
Holden, LA 70744



# Quotation

Date	Quote #	Rev
10/11/2024	2024-21713	2

Name / Address				Ship To			
Jefferson Parish Dept of Sewerage 1221 Elmwood Park Blvd Suite 803 Jefferson, LA 70123				Harvey Wastewater Treatment Plant 2343 Paillet Street Harvey, LA 70058			
Terms		Rep	FOB	Quoted By		Lead Time	
Net 30		BJ	Shipping Pt	Julien Bencaz		18-20 Weeks	
#	Qty	Item	Part Number	Description	Price	Total	
				REV2- Updated Bid Advertisement (JB 6/27/25) REV1- Updated pricing for 2025 & quoted by (JB 03/25/25) Sean Dumas Purchasing Specialist Sean.Dumas@jeffparish.gov 504-364-2808  Bid Number 50-00147778 Per Addendum #1  Purchase of Pre-Assembled Wash Water Booster Pump for the Jefferson Parish Department of Sewerage Bid Due: July 1, 2025 AT 2:00 PM			
01	1	Misc-NIP		Pre-Assembled Duplex Washwater Booster Pump Skid 150 GPM @ 162' TDH (Each Pump) Supply Power (480V/60Hz/3PH)  Includes: 3" Flg Suction/Discharge Baseplate Standard Accessories Wiring Package 30 Day Warranty  **See attached specification for detailed scope of supply and terms and conditions	64,033.00	64,033.00T	
1.1	2	Misc-NIP		Xylem 33SV vertical inline pumps - 15HP	0.00	0.00T	

RETURNS: No returns or credits will be issued for non-returnable parts. Coastal Process, LLC applies a minimum 30% restocking fee to return stocked parts.

Coastal Process, LLC Standard Terms and Conditions Shall Apply- Credit Terms confirmed at time of order. Progress payments may apply.

Please send any purchase orders to:  
orders@coastalprocess.net

Phone #	225-567-3120
Fax #	225-567-3805
E-mail	info@coastalprocess.net
Web Site	www.coastalprocess.net

**Subtotal**

**Sales Tax (0.0%)**

**Total**

# Coastal Process, LLC

28750 James Chapel Road N  
Holden, LA 70744



# Quotation

Date	Quote #	Rev
10/11/2024	2024-21713	2

Name / Address				Ship To		
Jefferson Parish Dept of Sewerage 1221 Elmwood Park Blvd Suite 803 Jefferson, LA 70123				Harvey Wastewater Treatment Plant 2343 Paillet Street Harvey, LA 70058		
Terms		Rep	FOB		Quoted By	
Net 30		BJ	Shipping Pt		Julien Bencaz	
					Lead Time	
					18-20 Weeks	
#	Qty	Item	Part Number	Description	Price	Total
1.2	2	Misc-NIP		ABB ACQ 580 Variable Frequency Drives 480V/60Hz/3PH feed power NEMA 4X Constant pressure control programming Disconnect and fuse Sun shield	0.00	0.00T
1.3	1	Misc-NIP		Distribution Control Panel (DCP) with NEMA 3R Class T fuses – one per drive Power distribution block Phase Protection TVSS- surge suppression Lighting Arrestor Two (2) Local Off Remote switches One (1) Running lights (Green) Two (2) Fault Lights (Red) One (1) Top mounted common alarm light (Red) Dry contacts for remote SCADA (by others)	0.00	0.00T
1.4	1	Misc-NIP		119 Gallon Hydro-pneumatic tank **Installation location TBD during submittals. Can be skid mounted if space allows.	0.00	0.00T
1.5	1	Freight		Freight Allowed	0.00	0.00T
02	1	Misc-NIP		Start-Up (1 Day Onsite, 1 Technician) Includes travel to and from jobsite 2.5 hours travel / 5.5 hours onsite  Additional time onsite will be charged per Coastal Process Rate Sheet  Schedule: - Submittals: 4-6 Weeks ARO - Shipment: 14-16 Weeks ARAD	1,860.00	1,860.00T

RETURNS: No returns or credits will be issued for non-returnable parts. Coastal Process, LLC applies a minimum 30% restocking fee to return stocked parts.

**Subtotal**

Coastal Process, LLC Standard Terms and Conditions Shall Apply- Credit Terms confirmed at time of order. Progress payments may apply.

Phone # 225-567-3120

Fax # 225-567-3805

**Sales Tax (0.0%)**

Please send any purchase orders to:  
orders@coastalprocess.net

E-mail info@coastalprocess.net

Web Site www.coastalprocess.net

**Total**

# Coastal Process, LLC

28750 James Chapel Road N  
Holden, LA 70744



# Quotation

Date	Quote #	Rev
10/11/2024	2024-21713	2

Name / Address				Ship To			
Jefferson Parish Dept of Sewerage 1221 Elmwood Park Blvd Suite 803 Jefferson, LA 70123				Harvey Wastewater Treatment Plant 2343 Paillet Street Harvey, LA 70058			
Terms		Rep		FOB		Quoted By	
Net 30		BJ		Shipping Pt		Lead Time	
						18-20 Weeks	
						Julien Bencaz	
#	Qty	Item	Part Number	Description	Price	Total	
				Notes: 1.) Installation is NOT included. 2.) Proposal is valid for 60 Days. 3.) Progressive Payments are required to be reviewed at receipt of order based on credit approval and delivery schedule. Standard Coastal Process billing schedule below: - 50% due at time of order. - 50% due thirty (30) days from shipment or readiness to ship.			

RETURNS: No returns or credits will be issued for non-returnable parts. Coastal Process, LLC applies a minimum 30% restocking fee to return stocked parts.				<b>Subtotal</b>		\$65,893.00	
Coastal Process, LLC Standard Terms and Conditions Shall Apply- Credit Terms confirmed at time of order. Progress payments may apply.				Phone #		225-567-3120	
				Fax #		225-567-3805	
Please send any purchase orders to: orders@coastalprocess.net				E-mail		info@coastalprocess.net	
				Web Site		www.coastalprocess.net	
				<b>Sales Tax (0.0%)</b>		\$0.00	
				<b>Total</b>		\$65,893.00	



**LOCATION**

28750 James Chapel Rd. North  
Holden, Louisiana 70744

**OFFICE**

225.567.3120

**ONLINE**

[www.coastalprocess.net](http://www.coastalprocess.net)

**NOTICE OF POTENTIAL DELAY AND RESERVATION OF RIGHTS**

March 27, 2020

***Re: COVID-19 Pandemic***

To Whom It May Concern:

We are all aware of the ongoing outbreak of the Coronavirus 2019 (COVID-19), which was recently declared a pandemic by the World Health Organization. Although the situation continues to evolve rapidly, Coastal Process remains fully committed to pursuing the completion of our work in a safe, diligent and reasonable manner under the current circumstances. We must recognize, however, there is a strong likelihood that we will encounter certain delays as a result of this pandemic.

We anticipate our work will be delayed and our productivity will be negatively impacted by the cumulative effect of this outbreak. Potential impacts may include, but are not limited to, labor shortages due to infection or quarantine as well as material shortages and significant delays in lead times as a result of factory closings across the globe. In addition, we are monitoring whether there will be a mandatory shut down. At this time, it is not possible to quantify the delay or compute the impact costs.

While this notice may seem premature, to the extent our contract requires that we furnish you written notice of any delays, please consider this correspondence to be our formal notice of likely delays to our performance through no fault of our own and that are beyond our control.

We will continue to keep your project representatives informed of these delays and their effect on overall job completion. We will diligently seek to minimize to the best of our ability, the effects of these delays on our work. Your cooperation in minimizing these impacts are appreciated as we work our way through this unprecedented event.

Sincerely yours,  
Coastal Process LLC

Greg Tatum, Todd Burnett & Donald Barfield

Coastal Process, LLC (“Seller”)  
TERMS AND CONDITIONS OF SALE AND SERVICE

1. *Complete Agreement.* These terms and conditions, with any other documents attached by Seller, are the sole and complete agreement between Buyer and Seller and supersede all prior oral and written understandings. Seller rejects those provisions of any previous order, purchase order, offer, or other communication from Buyer that are additional to or different from these terms and conditions. No purchase order, offer or other request by Buyer shall create any contract between Buyer and Seller unless accepted in writing, signed by an executive officer of Seller. Buyer accepts these terms and conditions by any statement, act, or course of conduct that constitutes acceptance under applicable law, including acceptance of delivery of the goods. Payment made by or on behalf of Buyer shall constitute Buyer’s acceptance of the goods, work, and services performed. No modification, alteration, or amendment of these terms and conditions or any additional or different terms shall be binding unless approved in writing and signed by an executive officer of Seller. Neither Seller’s delivery of the goods nor any other action at any time on the part of Seller shall constitute acceptance of any such additional or different terms and conditions.
2. *Prices.* All Seller quotations (including, but not limited to, price, availability and schedule) automatically expire thirty (30) days from the date of quotation, if not accepted by Buyer or otherwise cancelled by Seller prior to the expiration of the thirty (30) days. After expiration or other cancellation, prices are subject to change without notice. Unless a fixed price or specific rate is agreed upon in writing, Buyer shall pay for service work at the rates currently in effect at the time of performance. Service rates are subject to periodic adjustment without prior notice to Buyer.
3. *Claims, Liens, and Privileges.* Seller reserves all rights with respect to any and all applicable liens, privileges, security interests, and claims that may be asserted under and in accordance with the law in its capacity as a contractor, laborer, seller, lessor, material supplier, consultant, or otherwise on account of any service, goods or materials supplied and/or work performed. Seller’s acceptance of any partial payment shall not constitute a waiver of any lien rights or claims by Seller.
4. *Compliance with Laws.* Buyer warrants that it is currently, and shall remain, in compliance with all applicable federal, state, and local laws, rules, building codes, and regulations.
5. *Safety.* Seller shall take reasonable precautions to ensure the safety of its workers. However, Buyer shall provide Seller with safe ingress, egress, and work space, and shall indemnify and hold harmless Seller, and shall reimburse Seller for any loss or damage Seller may incur, including all attorneys’ fees and related costs and expenses, arising, directly or indirectly, from any conditions on or about the jobsite.
6. *Indemnification.* Buyer shall indemnify, defend and hold harmless Seller, including all attorneys’ fees and related costs and expenses, arising, directly or indirectly, from or in connection with: (i) the installation, operation, transportation, storage, use, or alteration by Buyer, its agents, employees, contractors, or subcontractors, of any equipment, goods, or materials supplied by Seller; (ii) any sole or concurrent negligence or willful misconduct of Buyer, its agents, employees, or contractors; or (iii) any failure by Buyer or its agents, employees, contractors, or subcontractors to comply with these Terms and Conditions and/or any applicable laws, rules, building codes, and regulations. Buyer further agrees that it will protect, indemnify, and save harmless Seller from any and all claims, demands, and causes of action arising, in whole or in part, out of acts or omissions of any employee, contractor or agent of Buyer.
7. *Entering Seller’s Premises.* If Buyer enters on or into Seller’s premises for any reason, Buyer shall comply with all directions, warnings, posted safety rules and other requirements of Seller.
8. *Insurance.* Buyer bears all risk of loss of or damage to goods or materials after delivery to the carrier FCA. Buyer shall provide and maintain adequate insurance to fully protect Seller for loss or damage by fire or other causes to the goods, equipment or materials during the time between delivery and final payment or acceptance, whichever is later. Loss or damage by fire or other causes to goods, equipment or materials during the time between delivery and final payment shall not relieve Buyer from its obligation to pay the purchase price in full. Buyer shall maintain insurance with coverage for property damage, loss of use, Workmen’s Compensation, Comprehensive General Liability, Contractual Liability, and Automobile Liability Insurance. Certificates confirming this insurance coverage shall be provided upon request.

9. *Payment and Credit Terms.* Unless different terms are expressly stated in the invoice or quote from Seller, payment in full for services rendered shall be made within thirty (30) days of invoice. Any different terms of payment for services are subject to the prior written approval of Seller's Credit Department.

For the purchase of goods and equipment, Seller may extend credit terms at its sole discretion. Absent approved credit, advance payment is required prior to shipping.

- a. With approved credit, payments are required for all orders of goods totaling \$50,000.00 or more, but below \$100,000.00, according to the following schedule: Fifty percent (50%) due at time of order, and fifty percent (50%) due thirty (30) days from shipment. If the remaining amount owed is paid ten (10) days from final shipment, Seller will reduce the remaining amount Buyer owes by two percent (2%). If any required payment has not been received by Seller thirty (30) days from shipment, Buyer shall pay an additional two percent (2%) of the total amount of the order(s), exclusive of taxes, with interest (Prime Rate plus two percent (2%) per annum) accruing on the amount owed until paid in full, compounded monthly.
- b. With approved credit, payments are required for all orders of goods totaling \$100,000.00 or more according to the following schedule: Thirty percent (30%) due at time of order, fifty percent (50%) due at one-half shipment schedule, and twenty percent (20%) due thirty (30) days from shipment. If the remaining amount owed is paid ten (10) days from final shipment, Seller will reduce the remaining amount Buyer owes by two percent (2%). If any required payment has not been received by Seller thirty (30) days from shipment, Buyer shall pay an additional two percent (2%) of the total amount of the order(s), exclusive of taxes, with interest (Prime Rate plus two percent (2%) per annum) accruing on the amount owed until paid in full, compounded monthly.
- c. Credit and payment terms for highly specialized equipment or equipment custom engineered by the manufacturer must be approved in writing in advance on a case-by-case basis.

Any and all payments not made within sixty (60) days of the due date shall accrue interest at Prime Rate plus two percent (2%) per annum. In addition, Buyer shall reimburse Seller for all costs incurred in collecting any sums due, including without limitation interest, attorneys' fees and court costs. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.

10. *Taxes and Permits.* Buyer shall pay Seller, in addition to the purchase price, the amount of all applicable sales, use, privilege, occupation, excise, and other taxes, federal, state, local, or foreign in connection with furnishing goods or services to Buyer. Buyer shall, at its own expense, secure any work permit, labor permit, or any other authorization which may be required to permit Seller to perform requested services. If special certification, pre-qualification or other examinations are provided or obtained by Seller, all cost incurred by Seller shall be reimbursed by Buyer. Any loss or delay of services pending the procurement of any such permit, authorization, certification, or examination shall be at Buyer's risk.
11. *Shipping.* Unless otherwise designated by Seller, in writing, point of shipment shall be FCA Seller's facility, and such delivery to carrier will constitute delivery to Buyer. Title and risk of loss of equipment shall pass to Buyer at point of shipment. Buyer shall pay Seller, in addition to the purchase price, freight charges which may be required in shipping equipment from the point of manufacture or storage to Buyer. If freight charges are included in the quotation, Buyer shall pay Seller, in addition to the purchase price, any transportation charges increase, either because of increased transportation rates or because of a change in the method of transportation.
12. *Shipping Dates.* The quoted shipment time herein is approximate and estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. Seller relies upon information supplied by manufacturers and will endeavor to maintain quoted shipment times but Seller will not be liable for any special, indirect, or consequential damages arising from delay in shipment, irrespective of the reason thereof.
13. *Inspection and Notification of Non-conforming Goods or Performances.* Buyer shall inspect all shipments within twenty-four (24) hours of arrival. Buyer shall notify Seller, in writing, of any shipments that do not conform to this Agreement. Buyer shall inspect all installations within twenty-four (24) hours of completion. Buyer shall notify Seller, in writing, of any installations that do not conform to this Agreement.

14. *Suspension and Cancellation.* Should Buyer elect to suspend any work or service, Seller shall be notified at least seven (7) days in advance of the suspension date and Seller shall be entitled to a price adjustment for reasonable expenses and delays resulting from such suspension. This Agreement cannot be cancelled or modified after Buyer’s acceptance of the goods or after the goods or materials become Seller’s work-in-process, whichever occurs first, unless Seller gives prior written consent. Buyer may request Seller’s written consent to cancel an order, which may be granted in Seller’s sole discretion and only upon written notice to Seller and payment of reasonable cancellation charges including actual administrative and other expenses, and a cancellation fee determined using the chart below based on the time elapsed between the order date and the cancellation date as a percentage of the time from the order date to the scheduled shipment date. The cancellation fee is a percentage of the total order value as follows:

Time	Fee
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

15. *Restocking.* No merchandise may be returned to Seller without Seller’s written consent and shipping instructions first being provided by Seller. Upon Buyer’s request to return merchandise, Buyer shall pay reasonable restocking charges to Seller, which will be determined by Seller and provided to Buyer upon Buyer’s request.

16. *Limited Warranty and Exclusive Remedy.* As a distributor for various manufacturers, Seller is dependent upon representations and promises made by these manufacturers as to the quality of material, performance data, and delivery schedules of goods. Seller passes on to Buyer any warranties that may be available from the manufacturer of the goods involved. If there are no warranties from the manufacturer to pass on to Buyer, Seller only warrants items of original manufacture of Seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to Seller, and Seller or the manufacturer shall have the option to require the return of the defective good(s), transportation prepaid to establish the claim.

THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER’S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

THERE ARE NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR ANY PURPOSE NOR ANY AFFIRMATION OF FACTS OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION OF THE PRODUCTS BY THE MANUFACTURER.

This warranty shall be void and Seller shall have no responsibility to repair or replace defective or damaged products, equipment or component parts resulting directly or indirectly from (1) the use of repair or replacement parts not from manufacturer or approved by manufacturer, (2) Buyer's storage, installation, maintenance, use and operation of the products, equipment and goods sold, or (3) Buyer’s failure to follow manufacturer’s or Seller’s written instructions, drawings and/or good engineering practice. Deterioration and wear occasioned by chemical and abrasive action or excessive heat, corrosion, erosion, and normal wear and tear shall not constitute defects. All costs of transportation of products claimed not to be warranted and of replacement products, both to and from Seller’s or manufacturer’s service facility, shall be borne to Buyer. The warranty provided under these terms does not cover or assure uninterrupted operation. Seller does not assume and disclaims any liability for damages caused by any delays in use due to warranty work.

The warranty provided herein does not apply to any components or equipment sold by others.

Seller warrants to Buyer that the services supplied will be performed in a competent, diligent manner and in accordance with generally accepted standards for such services in the location where the services are performed. This warranty for services does not extend to equipment or parts manufactured or furnished by Seller. Such equipment or parts furnished by Seller shall be subject only to Seller's equipment or parts warranty as set forth above. Parts or components furnished, but not manufactured, by Seller are warranted only to the extent of the original manufacturer's warranty to Seller, and Seller shall have no responsibility for such warranty.

All services provided by Seller shall be promptly inspected and accepted by Buyer upon completion and prior to Seller's leaving Buyer's premises. At such time Buyer must assert in writing any obvious claims in connection with the work performed or such claims are waived.

All claims for defective services hereunder must be made in writing immediately upon discovery and, in any event, within ninety (90) days from the date of completion of said services. Defective work must be unmodified and held for Seller's inspection. Routine items such as but not limited to minor control adjustments, are not considered warrantable. Upon submission of a claim and substantiation thereof, Seller may, at its option, either (i) repair, re-perform or replace the defective work, including repair or replacement, FCA Seller's facility (as described herein) of any defective or damaged parts furnished by Seller in connection with such services upon return thereof, FCA Seller's facility, within the warranty period, or (ii) refund an equitable portion of the contract price. **THE FOREGOING SERVICE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY. SELLER MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.**

17. *Limitation of Liability.* Seller shall not be liable for any damage, personal injury, death, or delay caused by any defects in the good(s) or equipment sold. Buyer shall promptly inspect all goods and equipment upon delivery. Seller's liability to Buyer, except as to title, arising out of supplying the service, good(s) or equipment, or use of the good(s) or equipment, whether based upon warranty, contract, or negligence, shall be limited and shall not in any case exceed the cost of correcting defects in the good(s) or equipment or the purchase price, whichever is less. Upon expiration of the warranty period, all such liability shall terminate. Seller shall not be liable for any special, indirect, or consequential damages, under any circumstances. Buyer understands that Seller shall not be utilized by Buyer as a supervisor of Buyer's employees, subcontractors or agents. Seller shall not be responsible for any acts, omissions or workmanship of employees, contractors, subcontractors, or agents of Buyer or for their failure to follow the advice or instructions of the Seller, or for performing any work or giving any advice in respect to equipment supplied by Buyer or manufactured or supplied by others. Seller has no responsibility for the suitability of the installation site, the appropriateness and compatibility of the installation with respect to the remainder of Buyer's facility or the ability of Buyer's personnel to correctly adjust, operate and maintain Seller's products.
18. *Scope of Work and Changes.* It is recognized that the nature of service is such that changes in the scope of the service as originally contemplated may occur. Seller will undertake additional services upon request, but reserves the right to require Buyer to confirm in writing any extension of the services originally ordered. Seller shall be entitled, however, to rely upon oral orders, including instructions of Buyer's representative at the site. Any additional services performed by Seller shall be paid at Seller's standard service rates or as otherwise agreed to in writing between the parties.
19. *Commissioning Services.* Seller's services as relates to commissioning of equipment, are limited to assisting customer with the commissioning of only the equipment supplied by Seller, and does not include commissioning of Buyer's systems or facilities or the commissioning of any equipment supplied by others. Commissioning is limited to verifying that the equipment meets the required specifications and appears to be operating as designed. Seller is not the designer of the equipment or Buyer's systems, and Seller's services are not a safety audit or inspection of the design or use of any electrical, mechanical, or any other portions of the Buyer's facilities or systems. Seller is not reviewing the operations, processes, sequences, or any other aspects of Buyer's operations or its intended use of equipment. Seller is not assessing whether OSHA, MSHA, or any other safety standards apply or have been met regarding any of Buyer's facilities, systems, processes, operations or use of the equipment being commissioned.
20. *Assignment.* Buyer shall not assign this Agreement, or any part thereof, without Seller's prior written consent. Such consent shall not release Buyer from its obligations and liabilities under this Agreement.
21. *Confidential Information.* All pricing and payment terms of this Agreement are confidential and shall not be disclosed to others by Buyer, its agents, employees, or subcontractors without Seller's prior written consent.

22. *Default.* If Buyer breaches this Agreement or fails to perform any of its obligations under this Agreement, Seller may exercise any and all rights and remedies provided by law. Buyer shall pay Seller all reasonable costs of collection, including reasonable attorneys' fees, incurred by Seller in collecting any amounts owed by Buyer hereunder. The remedies reserved herein shall be cumulative and additional to any other remedies available by law or in equity.
23. *Waiver of Breach.* No waiver of or exception to any of the terms, conditions, or provisions contained in this Agreement shall be valid unless specifically agreed to in writing by Seller. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. No failure by Seller to exercise, or delay in exercising, any rights, remedies, powers, or privileges arising from this Agreement shall operate or be construed as a waiver thereof.
24. *Force Majeure.* Seller shall not be liable to Buyer for delays or failure to perform under this Agreement due to acts of God, acts of governmental authority, acts of terrorism, war, fires, floods, epidemics, public health emergencies, strikes, or causes or contingencies reasonably beyond Seller's control.
25. *Consequential Damages.* Buyer and Seller mutually waive any claims against each other for any consequential damage(s) that may occur due to a breach of this Agreement or otherwise.
26. *Relationship between the Parties.* Nothing contained herein shall be construed as creating any agency, partnership, employment, or fiduciary relationship between Buyer and Seller. Neither party shall have authority to bind the other party in any manner whatsoever.
27. *Notices.* All notices, requests, consents, claims, demands, waivers, and other communications herein (each, a "Notice") shall be in writing and addressed to the parties at the addresses designated by the parties in writing. All Notices shall be delivered by electronic mail **and** nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. *Governing Law.* This Agreement and performance hereunder is to be construed according to the laws of the state of Louisiana, notwithstanding any conflicts of law provisions.
29. *Jurisdiction and Venue.* Buyer hereby irrevocably consents to the exclusive jurisdiction and venue of any court of proper jurisdiction located within the state of Louisiana in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.
30. *Severability.* If any term or provision of this Agreement is found invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of this Agreement, or invalidate or render unenforceable such term in any other jurisdiction.
31. *Captions and Headings.* The captions and headings of each section or subsection of this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.