

**EXHIBIT**

**"B"**

**CITY OF ROUND ROCK  
AGREEMENT FOR SERVICES OF THE  
HOWDEN TURBLEX COMPRESSORS  
WITH  
HOWDEN ROOTS, LLC**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

THAT THIS Agreement for purchase of services for the Howden Turblex Compressors located at the Wastewater Treatment Plant for the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2021, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and HOWDEN ROOTS, LLC whose offices are located at 4654 West Junction Street, Springfield, Missouri 65802 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase services for the Howden Turblex Compressors located at the City's Wastewater Treatment Plant, and City desires to procure same from Services Provider; and

WHEREAS, expenditures that are for procurement of items from only one source are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code; and

WHEREAS, the City has determined that Services Provider is a sole source provider for these goods and services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to provide

said services.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

## **2.01 EFFECTIVE DATE; TERM**

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for thirty-six months (36) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

The goods and services which are the subject of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," scope, price and Terms and Conditions, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full. In the event of a conflict, pages one (1) through nine (9) of this Agreement shall govern.

## **4.01 SCOPE OF WORK**

Services Provider shall satisfactorily provide all services described in the attached Exhibit "A" within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## **5.01 COSTS**

In consideration for the services set forth in Exhibit "A," the City shall be authorized to pay the Services Provider for an amount not-to-exceed **Fifty-Three Thousand One Hundred and No/100 Dollars (\$53,100.00)** for the term of this Agreement.

## **6.01 INVOICES**

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

## **7.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

## **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

#### **9.01 GRATUITIES AND BRIBES**

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **10.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

#### **11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

If Services Provider cannot provide the services as specified, City reserves the right and option to obtain the services from another supplier or suppliers.

#### **12.01 INSURANCE**

Services Provider shall meet all requirements as stated in the attached IFB Number 18-036, including all attachments and exhibits thereto, and Services Provider's bid response.

#### **13.01 CITY'S REPRESENTATIVE**

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Michael De Santis  
Wastewater Treatment  
SCADA Specialist  
3400 Sunrise Road  
Round Rock, Texas 78665  
512-541-8517  
[mdesantis@roundrocktexas.gov](mailto:mdesantis@roundrocktexas.gov)

#### **14.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

#### **15.01 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the services and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### **16.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and

contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **17.01 INDEMNIFICATION**

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all third-party suits, actions, legal proceedings, claims of bodily injury including death, demands, damages to a third-party's property, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligence of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any term of this Agreement.

#### **19.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

#### **20.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to Services Provider:**

Howden Roots, LLC  
4654 West Junction Street  
Springfield, Missouri 65802

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

**21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

**23.01 DISPUTE RESOLUTION**

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **24.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **25.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is Important.** Services Provider understands and agrees that time is important and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available under this Agreement and by law.

**Force Majeure.** Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the next page.]



IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

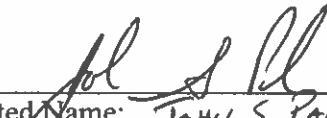
**Attest:**

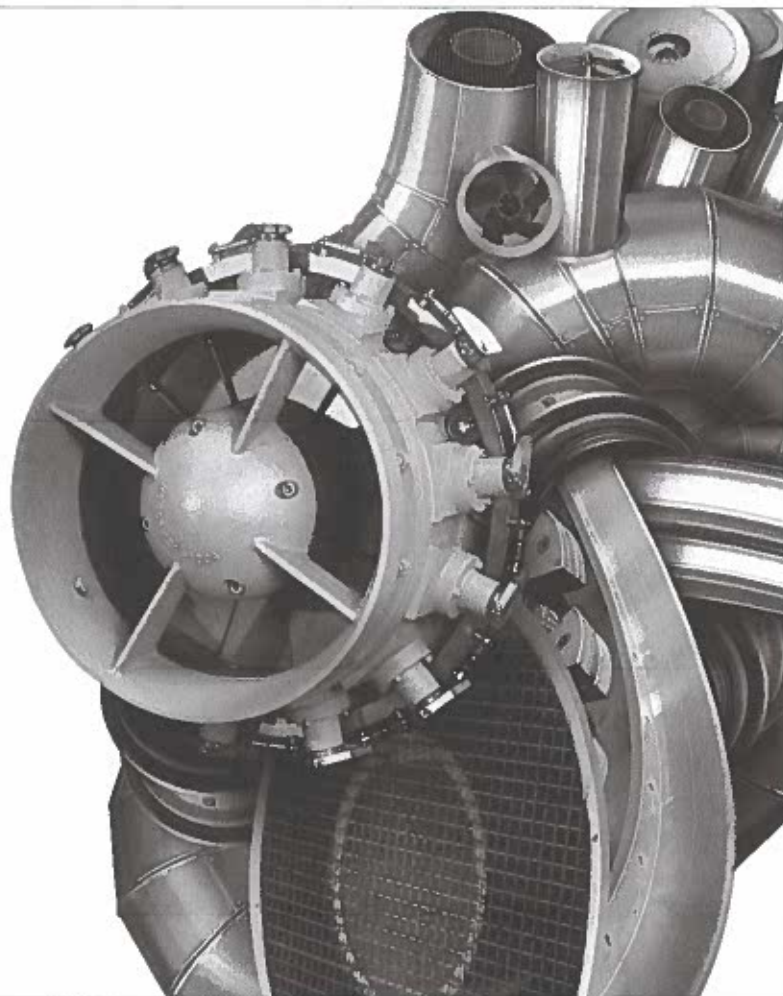
By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Howden Roots, LLC**

By:  \_\_\_\_\_  
Printed Name: JOHN S. PARRISH  
Title: SA VICE PRESIDENT  
Date Signed: 12/20/2021



# Proposal

## Three Year Service Agreement

**Proposal to:** City of Round Rock  
**For:** Buddy Franklin  
**Project:** Brushy Creek 3 year LTSA

**Our reference:** HROJAJ.AFM.000756  
**Date:** September 21<sup>st</sup>, 2021

Howden, 4654 W Junction Street, Springfield, Missouri 65802, USA

Tel: 417 380 5777  
Email: [Matt.Mosier@howden.com](mailto:Matt.Mosier@howden.com)  
Web: [www.howden.com](http://www.howden.com)

**Revolving Around You™**



## Exhibit "A"

**Customer:** City of Round Rock  
**Project:** Brushy Creek 3 year LTSA  
**Site:** S261 Brushy Creek TX

**Our ref:** HROJAJ.AFM.000759  
**Date:** September 21<sup>st</sup>, 2021



## 1. Introduction

This proposal is for a three year service agreement for the Howden (Turblex) compressors installed at Brushy Creek. We look forward to our continued relationship and are pleased to offer this proposal for your consideration.

### Your Howden contacts:

#### Commercial inquiries:

##### **Matt Mosier**

**Tel:** +1 417 380-5777  
**Fax:** +1 417 866-0235  
**Email:** [Matt.Mosier@howden.com](mailto:Matt.Mosier@howden.com)

#### Technical inquiries:

##### **Jessica Jarriel**

**Tel:** +1 417 380-5756  
**Fax:** +1 417 866-0235  
**Email:** [Jessica.Jarriel@howden.com](mailto:Jessica.Jarriel@howden.com)

## 2. Technical specification

### 2.1. Scope of supply/equipment description

- Three year service agreement for the two (2) compressors (Model KA22-SV-GL225, S/N: 6832-33) installed at Brushy Creek.
- The factory service program will consist of three visits (performed annually) to the jobsite by a factory representative who will provide annual inspections and Class II services.
- A total of one (1) Class I service will be performed on each of the two (2) compressors in conjunction with one or more of the three plant visits.
- Typical replacement parts for the Class I services are included. Any other replacement parts and labor are not included in this program. Description of Annual Inspections and Class II services are attached.

### 2.2. Notes

- Proposal assumes the site will provide at least one qualified helper to assist the Howden technician. This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform above listed services. Does not include craft labor and special tools to support the work.
- This proposal includes typical replacement parts for above listed services. Any significant wear or abnormalities identified requiring extra labor and / or parts shall be billed per Howden's standard Service Rate Schedule or Price lists. Howden will provide an estimate of additional time and/or materials required. Typical replacement parts are non-returnable.

## Exhibit "A"

Customer: City of Round Rock  
Project: Brushy Creek 3 year LTSA  
Site: S261 Brushy Creek TX

Our ref: HROJAJ.AFM.000759  
Date: September 21<sup>st</sup>, 2021



- Howden LTSA members will receive 24 hour technician mobilization if emergency services are required; in case emergency service is required it will be billed at the current published rates in attached rate schedule.
- Howden LTSA members will have access to remote troubleshooting services available upon request; these services if required will be billed at the current published rates in attached rate schedule.

### 2.3. Parts list

Class I: KA22-SV-GL225			
2	SEALING RING	9332260869	H503
2	O-RING	9332253500	D119
2	SEALING RING	N17A35507	D241
2	O-RING	89027262	H110
4	O-RING	89027296	H111
2	O-RING	89412415	T231
2	O-RING	N17V3185	T246
76	SCREW	N61T06065	D118
Cleaning Kits			
1	Cleaning Kit A	300031	

### 2.4. Pricing

Service Agreement	
Total Price (USD)	<b>\$53,100.00</b>

### 2.5. Terms

This service agreement can be procured by a onetime lump sum payment at the above price and will lock in cost for the contracts entirety. If yearly payments are requested, annual purchase orders will be accepted with prior approval. Howden reserves the right to adjust cost due to market fluctuations with a paid yearly contract.

This proposal is based on our Howden Roots, LLC Standard Terms of Sale of Goods. All provisions of this offer are subject to negotiation and final approval by Howden.

# Howden Roots LLC Field Service Rates

## HRO-S – US dollars (USD)



\*All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).

**Services Provided:** ☐ Inspections ☐ Maintenance ☐ Field Repairs ☐ Balancing ☐ Site Supervision ☐ Project Management ☐ Start Up ☐ Installation Supervision

### A. Rates for service in Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$175/hour	First 40 Hours	\$270/hour
	Over 40 Hours	\$265/hour	Over 40 Hours	\$400/hour
Sunday, and locally recognized holidays	All Hours	\$350/hour	All Hours	\$540/hour

### B. Rates for service outside Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
Monday thru Saturday (except holidays)	First 40 Hours	\$210/hour	First 40 Hours	\$280/hour
	Over 40 Hours	\$320/hour	Over 40 Hours	\$425/hour
Sunday, and locally recognized holidays.	All Hours	\$425/hour	All Hours	\$560/hour

### C. Service and Travel Standards (USD)

1. The minimum time off for a person during any 24-hour period must be ten (10) consecutive hours.
2. Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time with a maximum of ten (10) hours each day. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B".
3. Standby time at job site, locally on call, training, or meetings will be invoiced as time worked and be based on Tables "A" & "B". Weekend waiting rate will be 8 hours per day invoiced at the Field Service Technician first 40 hour rate in Tables "A" & "B".
4. Rates apply from time and date of departure home base to time and date of return home base.
5. When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
6. Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
7. Payments shall be in U.S. funds unless otherwise agreed in writing
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

### D. Expenses (USD)

1. Meals will be \$65/day per diem to be charged from the day of travel start to the day of travel end.
2. Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds \$60.00.
3. Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
4. Tool usage, when required, will be charged at a rate of \$350 per trip.
5. Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed \$500).

### E. Terms and Conditions

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.

# Exhibit "A"

## Howden Roots LLC Standard Terms and Conditions of Sale



1. **DEFINITIONS; SCOPE** - "Buyer" means the issuer of the purchase order and its attachments. "Seller" means Howden Roots LLC.; "Order" means Buyer's purchase order/contract, these terms and conditions of sale, Seller's acceptance and other attachments mutually agreed upon by the parties. "Goods" means the specified drawings, goods and parts as described in Seller's quotation/bid, this Order, and its attachments; "Services" means the specified supervision, testing, repair, or other services of Seller as described in Seller's quotation/bid, this Order, and its attachments. Delivery and scope of supply shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

2. **ACCEPTANCE** - Buyer's acceptance of any Goods or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. These terms and conditions take precedence over Buyer's terms and conditions to which notice of objection is hereby given. No terms or conditions in Buyer's order shall be binding upon Seller unless specifically agreed to in writing by Seller. Neither Seller's commencement of performance or delivery shall be deemed as acceptance of Buyer's terms and conditions.

3. **TESTING AND INSPECTION** - If specified in the Order, Seller will conduct testing and/or inspection or review(s) by Buyer of the Goods or Services at Buyer's risks and costs. Buyer will receive written notice at least three (3) business days prior to such testing/inspection/review(s). If Buyer waives attendance or fails to attend, any testing/inspections/reviews will be deemed to have been made in Buyer's presence.

4. **TITLE & RISK OF LOSS** - Unless specified in the Order, Goods are being purchased EXW (Origin/Factory), Incoterms 2010. Title and risk of loss shall transfer to Buyer upon delivery to the agreed upon Incoterms point (or when delivery should have taken place but for fault of Buyer). Buyer agrees to document (with photos) and promptly advise Seller of any damage or freight claims. Goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Goods shall be subject to Seller's warranty herein.

5. **WARRANTY** - Seller warrants that: (i) the Goods will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Seller's warranties on the Goods will be in effect until the earlier of: (i) twelve (12) months from first operation/use of any such Goods or (ii) eighteen (18) months after date of delivery (at the applicable FOB/Incoterms point quoted by Seller). Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Goods by Seller, at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination). Seller's warranties on the Services will be in effect until ninety (90) days from the date of the performance of such Services. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of fitting new parts or other Equipment. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

**THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**

6. **INSTALLATIONS AND ASSEMBLY** - Unless specified in the Order, Seller is only the supplier of the Goods and shall have no responsibility for the assembly and installation of the Goods

7. **INTELLECTUAL PROPERTY** - Seller's intellectual property rights and proprietary information (in hard copy or in electronic format) remain the property of Seller. Notwithstanding any other provisions or requirements of this Order, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area or information. Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

8. **PATENT INDEMNITY** - Except (i) to the extent of designs or other intellectual property provided by Buyer and/or (ii) to the extent that Goods are altered or combined by Buyer in a manner causing the infringement, Seller will indemnify Buyer from claims by third parties against Buyer if the Goods infringe any Canadian or United States patent. If an injunction is issued against the further use of the Goods, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Goods; or (ii) modify or replace the same with non-infringing Goods or (iii) remove the infringing Goods and refund the purchase price.

9. **BUYER MATERIALS** - Buyer-furnished material must be received by Seller in accordance with the delivery schedule agreed upon by both parties. If shipment of such material is delayed or lost, Seller reserves the right to: (i) invoice and hold shipment awaiting such material or (ii) invoice and ship less such material. Buyer shall reimburse Seller for all liability incurred by Seller as a result of any such Buyer delay.

10. **ON-SITE SERVICES** - The following section shall apply only if Seller provides on-site Services to Buyer under this Order:

10.1 **Indemnity of Buyer.** Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.

10.2 **Insurance.** Seller shall maintain the following insurance coverage : (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability - Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance - statutory, as to Seller's employees. If requested, Seller will provide an ACORD form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

10.3 **Other On-site/Service Provisions.** Seller shall comply with applicable Canadian, U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Seller's performance of the Work. Seller shall comply with job/site requirements as mutually agreed upon by the parties. Seller is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. Buyer shall advise Seller's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Seller's personnel shall not be required to take any action, or to enter or



## Exhibit "A"

remain in any area where he/she reasonably determines that it would be unsafe. Seller's employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. Seller's time and expense for any delays not caused by Seller shall be charged to Buyer. Buyer shall be responsible for any damage to or loss of property of Seller or its subcontractors property if such damage/loss is not caused by Seller or its subcontractors.

**11. FORCE MAJEURE; SHIPMENT AND DELAYS** - Seller shall not be liable for damages or delay in performance arising from causes beyond its control or without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, disease outbreak or epidemic and/or any resulting quarantine restrictions, strikes, freight embargoes, and/or severe weather. If Buyer requests that Seller store Goods or if delivery instructions are not promptly received from Buyer upon Seller's ready-to-ship notification, Seller may provide for storage of the Goods at Buyer's risk and expense or Buyer must provide for storage at Buyer's cost and risk. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume title and risk of loss thereof. Liquidated/delay damages shall not apply to this order.

**12. TAXES & DUTIES** - Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Seller invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Seller concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Seller does not invoice Seller for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Seller upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Seller is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Seller for such amount upon request.

**13. PAYMENT OF PURCHASE PRICE** - Buyer shall pay all invoices within thirty (30) days from the date of Seller's invoice ("Payment Due Date") by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If Buyer disputes all or part of an invoice, Buyer must (i) submit the dispute to Seller in writing within five (5) business days of the date of invoice or the entire amount of the invoice shall be due on the Payment Due Date; and (ii) pay all undisputed amounts on the Payment Due Date. If Buyer fails to pay an undisputed invoice on or before the Payment Due Date, Seller reserves the right to (i) charge late fees at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the maximum amount permitted by law; (ii) require Buyer to pay all of Seller's collection costs; and (iii) cease all work in relation to this Order (without obligation for liquidated damages, if applicable, incurred due to such cessation).

For milestone payments required under this Order, Seller may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Purchase Order, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Seller only waives claims for payment to the extent that such payments have been received by Seller. If, in Seller's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Seller may (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment) or (ii) recover Goods from the carrier, if shipment has been made.

**14. CANCELLATION** - Buyer may cancel this Order, in whole or in part, upon at least seven (7) calendar days advanced written notice to Seller in such case the Seller shall be entitled to be reimbursed for the reasonable Direct Cost incurred by the Seller in performing the work. Direct Costs mean: "such direct costs borne and incurred by the Seller associated with the Order up to and including the date of suspension and/or cancellation, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin." Buyer's cancellation costs shall not exceed the total Order price. Any Goods or Services sold by Seller that are incomplete shall be deemed to be sold "AS IS," "and WITHOUT WARRANTY OR GUARANTEE OF ANY KIND." Seller may cancel this Order, in whole or in part, at any time if: 1) Buyer suspends work or delays delivery beyond 45 days without it being mutually agreed upon in advance; (2) Buyer breaches any material term of this Order; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

**15. EXPORT CONTROL** - Goods supplied may be subject to export control, trade sanctions, or other export laws, regulations, rules and licenses of Canada, the United States or other countries ("Export Control Regulations"). Buyer agrees to comply with Export Control Regulations as well as any other applicable country's import control laws. Buyer further agrees that if Export Control Regulations are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Unless otherwise mutually agreed upon by the parties, Buyer shall be responsible for obtaining export licenses or other approvals. The Order will not be accepted unless Seller is satisfied that the Goods can be supplied in compliance with the Export Control Regulations. In the event that any applicable Export Control Regulations prohibit or make impracticable Seller's performance hereunder, Seller will be released from all performance related to the Order. Seller will not be liable to Buyer for any losses, damages, or claims arising from such cancellation of the Order. Seller will not accept payment through a trade sanctioned country financial institution.

**16. NUCLEAR SALES (IF APPLICABLE)** - If Buyer or any ultimate end user intends to use the Goods or Services in any atomic/nuclear installation or activity, Buyer must notify Seller accordingly in advance and Seller's "Nuclear Indemnity" shall also apply and control (and such terms are hereby incorporated by reference for such purposes, as if fully set forth herein).

**17. LIMITATION OF LIABILITY; INDEMNITY CONDITIONS; EXCLUSIVE REMEDIES; OBLIGATIONS; & VALIDITY** - The following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law:

17.1 Seller shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Order.

17.2 Seller's total liability pursuant and/or related to this Order whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Order.

17.3 Any duty to indemnify under these terms and conditions/the Order is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim; (ii) tendering the defense/settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller.

17.4 Buyer's rights and remedies shall be deemed sole and exclusive, and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach, or termination of the Purchase Order. If any provision of these terms and conditions of this Order or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Order and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.

**18. ENTIRE CONTRACT; GOVERNING LAW & FORUM; OFFICIAL LANGUAGE; NO THIRD PARTY BENEFICIARIES; ASSIGNMENT** - These terms and conditions of sale cannot be amended, superseded, or modified except by a written document signed by Seller's duly authorized officer and Buyer's duly authorized representative. Governing law and forum of the terms of this Order shall be the laws (and exclusive forum) of the State of New York (USA), despite any conflicts of laws. The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. The parties agree to exclusive venue in Erie County, New York. Buyer and Seller agree that this Order is between them alone, and there are no third party rights or beneficiaries. Seller may subcontract with third parties for the manufacture and/or purchase of all or part of the Goods and/or Services. Other than Seller's ability to use its vendors/subcontractors, neither party may transfer or assign this Order, in whole or in part, without the other party's express advance permission (which shall not be unreasonably delayed or withheld), and any assignment/transfer without proper consent shall be null, void, and of no force or effect. The parties expressly exclude the application of the United States Convention on Contracts for the International Sale of Goods.

## 4 Recommended Inspection and Service Intervals

**⚠ CAUTION**

**Do Not Perform Maintenance While Compressor is in Operation**

Operating the compressor while performing maintenance poses a risk of injury to personnel.

**❗ NOTICE**

**Do Not Perform Maintenance While Compressor is in Operation**

Operating the compressor while performing maintenance poses a risk of damage to the machine.

### 4.1 Summary of Inspection and Service Intervals

Action	Section	Interval
Compressor Oil Change -GL gearbox	4.2.A 4.2.C	Oil sample after 500 hours of operation. Subsequent oil samples every 6,000 hours, however at least once per year. Oil change interval determined by oil analysis results. See Section C5 for more information.
Motor Lubrication	4.2.A	Refer to Section D1.4 (datasheet) and Section D7.2-7
Oil Filter Element Change	4.2.B	Dirty filter indication and when oil is changed
Monthly Inspections	4.3	Once per month*
Annual Inspections	4.4	Once per year*
Inlet Filter Element Change	4.5.A	At maximum pressure differential according to technical specification
Inlet Silencer	4.5.B	Clean during service
Drive Motor	4.6	According to manufacturer's instructions (ref. Section D7.2-7)
Oil Reservoir Breather	4.7	Check monthly. Replace if evidence of oil leakage, at least once per year.
Cooling Water Shutoff Valve	4.8	While unit is off-line, cycle valve once per month
Actuated Butterfly Valves (blow-off and discharge isolation valves)	4.9	While unit is off-line, cycle valve(s) once per month
Class I Service	4.10	18,000 hours or 3 years, whichever comes first*
Class II Service	4.11	On condition

\* Local conditions may require more frequent maintenance.



### 4.2 Lubrication (by Plant Personnel)

- A. Refer to Section D1.4 for lubrication intervals, types and quantities for all lubricated components. A list of recommended compressor oils is provided in Section D1.8. Refer to the motor operating manual in Section D7.2-7, for detailed instructions on motor bearing lubrication. The compressor oil change interval is determined by the oil analysis results. Refer to Section C5 for oil analysis guidelines. Under normal operating conditions, the compressor can usually operate approximately 12,000 hours between oil changes.
- B. Change the oil filter element when the dirty filter indication is observed (pop-up indicator or LCP alarm if equipped with a switch), and when the oil is changed.
- C. Refer to Section B8 for complete oil drain and fill instructions.

### 4.3 Monthly Inspections (by Plant Personnel)

- A. An important part of a good maintenance program is the periodic recording of operating data so trends or distinct changes in performance can be identified. Howden recommends recording operating data at least once per month, at normal steady-state operating conditions. The following data should be recorded\*:

1. Date and time
2. Unit serial number
3. Inlet air temperature
4. Hour meter
5. Variable diffuser (VD) position from LCP HMI
6. Inlet guide vane (IGV) position from LCP HMI, if equipped
7. Compressor differential pressure, if equipped
8. Discharge air temperature, if equipped
9. Discharge air pressure, if equipped
10. Oil supply pressure
11. Oil supply temperature
12. Oil reservoir temperature
13. Inlet filter differential pressures, if equipped
14. Compressor bearing temperatures, if equipped
15. Compressor gearbox vibration, if equipped
16. Motor amperage
17. Motor speed, if VFD
18. Motor winding temperatures, if equipped
19. Motor bearing temperatures, if equipped
20. Motor bearing vibration, if equipped
21. Sound enclosure temperature, if equipped



***A form that may be used for recording this data is provided at the end of this section. Keep a record of all completed maintenance log sheets and provide for Howden's review during service visits.***

- B. Inspect for cleanliness and general condition of compressor assembly and accessories. Clean the compressor assembly as required.
- C. Inspect and replace inlet air filter element(s) as required.
- D. Check oil filter element condition and replace if required.
- E. Check for oil leaks on the equipment and piping.
- F. Check oil level in compressor and sample/change oil per lubrication schedule in Section D1.4.
- G. Check oil/grease level in motor bearings and change/add per lubrication schedule in Section D1.4.
- H. Verify motor is clean and ventilation openings are clear of dust, dirt, or other debris.
- I. Verify all 4-20 mA current loops are operating properly.

- J. Verify surge detection unit operates properly (ref. Section D7.2-20).
- K. Cycle all motorized valves to check operation and limit switch indications.
- L. Clean oil cooler, as required.
- M. Check oil reservoir breather element for oil leakage and replace if leakage is observed.

#### 4.4 Annual Inspections (by Plant Personnel)

- A. Repeat monthly inspections, plus - - -
- B. Inspect inlet filter/silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Inspect and tighten all mechanical and electrical connections
- G. Check coupling disc-pack outer edges for fatigue cracks – refer to coupling instruction manual in Section E, document M5. Also check coupling alignment and tightening torques of all bolts (use alignment datasheet form in Section C).



*The coupling bolt torque values are found in Section D7.2-5.*

#### 4.5 Inlet Air Filter/Silencer (by Plant Personnel)

- A. Replace filter elements when differential pressure exceeds the maximum specified value.
- B. The inlet silencer is designed for atmospheric air and is lined with sound absorbing material. Cleaning of the sound absorbing baffles can be done with a vacuum cleaner during service. The sound absorbing material must never be exposed to steam or washed with water. Never use organic solvents for cleaning the sound absorbing material.

IMPORTANT: Organic solvents will damage the material and its adhesion to the supporting frame.

#### 4.6 Drive Motor (by Plant Personnel)

- A. Refer to the manufacturer's operating manual in Section D7.2-7 for motor inspection/service intervals and servicing instructions.

#### 4.7 Oil Reservoir Breather (by Plant Personnel)

- A. Check oil reservoir breather monthly for evidence of oil leakage. Oil leakage means that the element is saturated with oil and needs to be replaced. Replace as required, but at least once per year.

#### 4.8 Cooling Water Shutoff Valve (by Plant Personnel)

- A. While the compressor is off-line, cycle the cooling water shutoff valve once per month to insure proper opening and closing and limit switch indication.

#### 4.9 Actuated Butterfly Valves (Blow-Off and Discharge Valves) (by Plant Personnel)

- A. While the compressor is off-line, cycle butterfly valve(s) once per month to insure proper opening and closing and limit switch indication.

### 4.10 Class I Service (by Howden Service Technician)

- A. **Every 18,000 hours/3 years of operation, whichever comes first.** This is the typical interval between Class I service calls. If the machine is exposed to the elements or is operated in a dirty environment, the interval may need to be reduced. If the variable diffuser (VD) or inlet guide vanes (IGV) cease to operate smoothly before 18,000 hours has elapsed, the first service should be moved forward and the interval for subsequent services adjusted accordingly.
- B. Estimated service time: 2-4 days, per unit, assuming one (1) local helper and crane facilities. A Class I Service includes cleaning and checking of all parts exposed to the medium flowing through the compressor, replacement of all flexible seals, operational test and if necessary, adjustment of the control settings for the control panel. Specifically, the following service tasks are required:
1. Repeat monthly and annual inspections, plus - - -
  2. Record compressor operating data prior to servicing the unit
  3. If compressor is equipped with Howden local inlet air filter/silencer, remove shroud from rear of filter assembly or remove complete filter assembly to allow access to inlet of compressor. If inlet is piped, remove spool piece to provide maintenance access.
  4. Disassemble compressor air-end, including variable vane system, inlet housing, spiral casing, contour ring, impeller/rotor and diffuser plate
  5. Inspect and clean impeller
  6. Inspect, clean and lubricate all parts in the variable vane system
  7. Check variable vane geometry
  8. Replace flexible seals (O-rings)
  9. Reassemble compressor and record critical clearances
  10. Clean inlet silencer
  11. Reassemble inlet air filter assembly or inlet piping.
  12. Check coupling alignment before re-start
  13. Perform an operational test of the unit for 4 hours minimum. Record operating data when unit is at a steady-state condition (ref. 4.12). Correct any discrepancies.
  14. Test operation of inlet guide vane or speed control algorithm, if equipped

### 4.11 Class II Service (by Howden Service Technician)

- A. **On Condition.** The need for Class II service shall be determined based on the condition and appearance of the machine observed during a Class I service.
- B. Estimated service time: 4-6 days, per unit, assuming one (1) local helper and crane facilities. A Class II Service includes the following:
1. Repeat Class I Service, plus - - -
  2. Disassemble gearbox
  3. Inspect gearwheels, bearings & seals and check clearances
  4. Replace flexible seals (O-rings)
  5. Reassemble gearbox and record critical clearances
  6. Replace oil filter element
  7. Drain and replace oil in the compressor oil reservoir
  8. Check coupling alignment before re-start
  9. Perform an operational test of the unit for 4 hours minimum. Record operating data when unit is at a steady-state condition (ref. 4.12). Correct any discrepancies.
  10. Test operation of inlet guide vane or speed control algorithm, if equipped

### 4.12 Field Data Log Sheet (following page)

## Pre-Service Checklist

This form shall be completed and returned to Howden for all sites where our employees may be performing activities.

Site Name: \_\_\_\_\_

Please provide the following information on the blowers to be serviced during this trip		
Is the complete O&M available?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are all the special tools available? Refer to O&M for list & drawings.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is an inlet filter system or sound enclosure on blower? If so, must be removed by site.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Have spare parts been ordered for this service?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are all standard spare parts on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If all standard parts not available; list spare parts available:		
For Class II only, is an Acetylene torch with rosebud on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
For GK & GA only, is a hydraulic pump with 0-10,000 psi gauge on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
For GK & GC only, is a bearing heater on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is the compressor(s) being serviced operational?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If compressor not operational, list S/N:		
If compressor not operational, list last date in operation:		
Blower or site issues?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Explain:		
Does the compressor(s) being serviced Start / Stop?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are there high temperature <input type="checkbox"/> alarms / <input type="checkbox"/> trips?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Explain:		
Are there surging issues?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Explain:		
Does the master control panel work?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Other issues? Explain:		
Will one local helper be available to assist Howden personnel?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Our Technical Field Advisor contact: Name \_\_\_\_\_ Phone \_\_\_\_\_

If this form is not returned completed we will assume that all items are on site and ready for our Technical Field Advisor (TFA) to travel to your site to perform the service as contracted. The information provided shall be reviewed and approved by Howden prior to any work being done by a Howden employee. Note: Additional information may be required as part of the review process.

**Person Completing Form:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Information: \_\_\_\_\_

# Exhibit "A"

## Mandatory Lifting Device Reporting



This form shall be completed and returned to Howden for all sites here our employees may be performing activities.

### Site Information:

Site Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### Lifting Information:

Site has proper, adequate and weight tested lifting in buildings or facilities where Howden employees may be performing work. Devices are in accordance with local, state and federal regulations.

☐ Yes ☐ No

If yes, then detailed information shall be attached in regard to:

1. The location and weight rating of the equipment. Lifting should be A) rated per the below chart, B) should be located centerline of the compressor , C) allow for removal of components straight out of the compressor and D) allow movement after removed from the compressor.

Unit size	Heaviest individual component	Unit on Site	Weight Rating of Site Lifting Equipment
KA2	881 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA5	1763 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA10	925 Pounds (US): GEARCASE	<input type="checkbox"/>	
KA22	1260 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA44	1970 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	<input type="checkbox"/>	
KA80	4856 Pounds (US): GEAR COMPLETE	<input type="checkbox"/>	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	<input type="checkbox"/>	

2. Any equipment, precautions, etc. needed for Howden employees that may be performing functions in the work areas.
3. Any obstructions above the compressor centerline that prevent the use of proper lifting and service should be reported prior to issuance of a P.O.

The information provided shall be reviewed and approved by Howden prior to any work being done by a Howden employee. Note: Additional information may be required as part of the review process.

### Person Completing Form:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Information: \_\_\_\_\_