



## City of Needles, California Request for Council Action

☐ CITY COUNCIL      ☒ NPUA      ☐ BOARD OF PUBLIC UTILITIES  
☒ Regular      ☐ Special

**Meeting Date:** November 14, 2023

**Title:** Authorize the Wastewater Treatment Plant Replacement Effluent Equalization Pumps from Flow-Systems not to exceed \$54,000

**Background:** The wastewater treatment plant (WWTP) was constructed in 1997 and a number of components in the plant have and are reaching the end of their useful life. This includes the effluent equalization (EQ) pumps which pump the treated wastewater up to the percolation ponds where the effluent is recharged.

These pumps are essential as this is the only means for the effluent to be removed from the treatment plant. The plant is equipped with 3, 40 HP pumps, 2 of these pumps have failed. The pumps were sent in for evaluation and the cost for repairs was greater than 50% of the cost for a new pump. The current flow only requires 1 pump to meet the pumping demands.

Requests for quotes were issued to several pump suppliers and 5 quotes were received. The lead time for the replacement pump that staff is recommending has a 20-24 week lead time. Staff concurs that sticking with the existing manufacturer is in the best interest of the City and the long-term reliability and sustainability of the plant's operation.

In the interim staff has tested and installed 2 existing 15 HP pumps that are utilized for other unit processes at the plant as emergency back-up until the new pump(s) arrive. These are currently installed in the EQ basin in a full stand-by mode in the event the 40 HP pump has a failure.

Staff is evaluating other components of the facility that are important parts of treatment functionality to help ensure the long-term operational reliability of the facility. The Board of Public Utilities approved the recommended action on November 7, 2023.

**Fiscal Impact:** These pumps will be procured from the Capital replacement fund which has \$350,000.00 for this fiscal year. The estimated cost for procurement of 2 pumps is \$53,414.36.

**Recommended Action:** Authorize the Wastewater Treatment Plant Replacement Effluent Equalization Pumps from Flow-Systems not to exceed \$54,000

**Submitted By:** Rainie Torrance, Utility Manager

**City Management Review:** *Rainie Torrance*

**Date:** 11-9-2023

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
			Agenda Item: <u>3</u>



18872 Macarthur Blvd. Suite 310, Irvine CA 92612

Flo-systems.net | (714)202-8101 | F: (714)627-4936 | sales@flo-systems.net

8/25/2023

CITY OF NEEDLES

Attn:KRIS  
HENDRICKS  
(602) 300-7946

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RE: EXACT DUPLICATE FAIRBANKS 4" D5433MV SN: K4H1-080681

Dear Mr. Hendricks,  
Flo-Systems, Inc is pleased to present a copy of the proposal requested. Please let me know if there are any discrepancies, or if you have any questions.

We look forward to working with you on this project.

Regards,

*Stephanie Soltanieh*

FLO-SYSTEMS INC | (714) 202-8101 | (714) 627-4936 | stephanies@flo-systems.net

Enclosure:  
Proposal M06270  
Terms of Sale



18872 Macarthur Blvd Suite 310, Irvine, CA 92612 | Phone: (714) 202-8101 | Fax: (714) 627-4936  
Website: flo-systems.net

**QUOTE**

# **M06270**

Date **8/25/2023**

Page **1 of 1**

CITY OF NEEDLES

4501 W. TIERRA BUENA LN.  
GLENDALE, AZ 85306

Email: hendrickskris7@gmail.com

Customer No.	Salesperson ID	Shipping Method		Payment Terms
NEE1185	AJ	FOB FACTORY	PREPAID & ALLOWED	N30

Qty	Part Number	Description	Unit Price	Ext Price
1	FM 5433MV	SUBMERSIBLE PUMP (1) FAIRBANKS NIJHUIS 4" D5433MV, CW ROT, 10.70" DIA IMP, 40HP, 15 MIN SHORT-TIME IN AIR, SUBMERSIBLE MOTOR, 1800 RPM, 3/60/460V, STD MECH SEALS, DYNAMIC BALANCE IMPELLER, CERTIFIED FACTORY MEGGAR TEST, 35' POWER CABLE. TNEMEC N140 STD FACTORY COATING.  TO BE USED WITH EXISTING BASE & ELBOW.  FREIGHT PPD & ALLOWED TO FIRST DESTINATION  COS: 1050 GPM @ 82' TDH DUPLICATE SN: K4H1-080681 END USER: CITY OF NEEDLES	24,162.920	24,162.920

<b>Subtotal</b>	24,162.92
<b>Freight</b>	430.00
<b>Sales Tax</b>	2,114.26
<b>Total</b>	26,707.18

QUOTED BY STEPHANIE SOLTANIEH

QUOTE VALID FOR 30 DAYS

ESTIMATED DELIVERY TIME 20-24 WEEKS

1. Equipment quoted is subject to Flo-Systems standard Terms & Conditions attached, unless agreed to otherwise.
2. Accessories, testing, services or anything not specifically mentioned in this quotation are not included.
3. Applicable sales tax will be added to order, or valid resale card for non-taxable.
4. Price reflects a 3.5% cash/check discount off the credit card price.



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Flo-systems.net | (714)202-8101 | F: (714)627-4936 | sales@flo-systems.net

#### TERMS OF SALE

**1. ACCEPTANCE.** These terms govern the purchase and sale of equipment, contractors services, etc, referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.

**2. PAYMENT.** Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.

**3. RETENTIONS** not previously approved in writing by SELLER are not permitted.

**4. BACK CHARGES** accepted only upon written approval by SELLER.

**5. DELIVERY.** SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.

**6. RESPONSIBILITY.** SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.

**7. WARRANTY.** For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. Warranty does not cover removal and installation of equipment. **8. TAXES.** Prices are exclusive of all taxes, federal, state local of any kind or nature.

**9. TRANSPORTATION.** Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.

**10. COMPLIANCE WITH LAWS.** BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.

**11. INDEMNIFICATION.** It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.

**12. TITLE & LIEN RIGHTS.** After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.

**13. MISCELLANEOUS.** Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision

Accepted by: FLO-SYSTEMS, INC

Submitted by: \_\_\_\_\_

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

Accepted By: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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



Company Address 3048 N Cessna Ave. Suite 3  
 CASA GRANDE, AZ 85122  
 US

Created Date 9/29/2023  
 Quote Number 00002576

Prepared By Joshua Whitford  
 Email joshua@florightpump.com

Bill To Name EUSI, LLC  
 Bill To 4501 W. Tierra Buena Ln.  
 Glendale, AZ 85306  
 USA

Ship To Name EUSI, LLC  
 Ship To 4501 W. Tierra Buena Ln.  
 Glendale, AZ 85306  
 USA

Product	Detailed Description	Quantity	Sales Price	Total Price
New Pump	-147869-MBM - Deming 7365E-414-94-3AN, Submersible, 4 inch discharge, hydraulic series 4DH, 40 HP, 1750 rpm, 460 volts, 3 phase, impeller trimmed to 285mm, Impeller Material Ductile Iron, Carbon / Sil Car Upper, Sil Car / Sil Car Lower seal, Explosion Proof = Y, Performance Test 1B, Head 82, Flow 1050, Approval Standard -138317XC - ASSY,CORD,8GA,30',SH,LG -134667 - RELAY,MOISTURE/TEMP	1.00	\$21,542.80	\$21,542.80
Part	Break Away Adaptor Claw to fit existing rail system.	1.00	\$1,500.00	\$1,500.00

Subtotal \$23,042.80  
 Tax \$2,004.72  
 Grand Total \$25,047.52

## Terms

ALL FLORIGHT QUOTES ARE VALID FOR 30-DAYS FROM THE QUOTE DATE UNLESS OTHERWISE SPECIFIED.  
 ALL FREIGHT CHARGES ARE PREPAID & ADDED TO FINAL INVOICE UNLESS OTHERWISE NOTED.  
 ALL CREDIT CARD ORDERS WILL BE ASSESSED A 3% PROCESSING FEE.

### \*PLEASE NOTE\*

1. ORDERS IN EXCESS OF \$5,000 WILL REQUIRE 50% DEPOSIT AT THE TIME OF ORDER & REMAINING 50% TO BE BILLED PER INDIVIDUAL CUSTOMER TERMS AGREEMENT.
2. ORDERS IN EXCESS OF \$40,000 WILL REQUIRE 50% DEPOSIT AT THE TIME OF ORDER, AN ADDITIONAL 25% AT THE TIME OF SHIPMENT & THE REMAINING 25% TO BE BILLED PER INDIVIDUAL CUSTOMER TERMS AGREEMENT.



## Quotation

Laron Incorporated  
4255 N Santa Fe Dr  
Kingman AZ 86401

**Contact**

Kris Hendricks

**Delivery Address**

City of Needles  
kbernal@cityofneedles.com  
817 Third Street  
Needles CA 92363

**Number****Q30445-1**

Date

8/25/2023

Requisition

Customer RFQ

Our ref.

593

Quotation deadline

9/24/2023

Payment

Net 30 Days

Delivery terms

FOB-Dest

Delivery mode

EX

Item number	Description	Ship date	Quantity	Unit	Sales price	Amount
FM 5433MV	FM 5433MV FAIRBANKS/SUBMERSIBLE PUMP	2/16/2024	2.00	Ea	34,218.00	68,436.00

SUBMERSIBLE PUMP 24,162.920 24,162.920  
(1) FAIRBANKS NIJHUIS 4" D5433MV, CW ROT, 10.70"  
DIA IMP, 40HP, 15 MIN SHORT-TIME IN AIR,  
SUBMERSIBLE MOTOR, 1800 RPM, 3/60/460V, STD  
MECH SEALS, DYNAMIC BALANCE IMPELLER,  
CERTIFIED FACTORY MEGGAR TEST, 35' POWER  
CABLE. TNEMEC N140 STD FACTORY COATING.  
TO BE USED WITH EXISTING BASE & ELBOW  
COS: 1050 GPM @ 82' TDH  
DUPLICATE SN: K4H1-080681

EX WORKS

LEAD TIME 20-24 WEEKS + TRANSIT

FREIGHT PPD & ALLOW

QUOTE IS VALID UNTIL 9/24/23

Thank you for the opportunity to provide a quotation. If you have any questions please contact Laron New Equipment Sales at 520-918-1396.

\*Price does not include tax and only includes freight when indicated.

Sales Balance	\$68,436.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$68,436.00</b>

LARON, INCORPORATED AND AFFILIATED COMPANIES  
TERMS & CONDITIONS

The following terms and conditions (these "Terms & Conditions") apply to the sale of goods, materials or products (collectively, "Products") and/or provision of services ("Services") by Laron, Incorporated, an Arizona corporation and its affiliates (collectively, "Laron"), to the customer identified on the Purchase Order to which these terms and conditions are attached (the "Customer"):

1. Prices. Except as provided herein, prices offered by Laron for Services or Products in any written quote or estimate will remain in effect for a period of thirty (30) days after the date of the quote (the "Quote Date"). After said thirty (30) day period, prices are subject to change. Prices for Products to be used in any Work (hereafter defined) which are obtained by Laron from a third party, are subject to change at any time to account for any fluctuations in the market price after the Quote Date.

2. Taxes. Prices quoted are without taxes. Customer assumes responsibility for payment of all taxes in connection with the Products and/or Services received under these Terms & Conditions, including, but not limited to sales, use, and transaction privilege taxes. Customer shall indemnify, defend, and hold harmless Laron, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims and losses related thereto, incurred in connection with Customer's failure to pay such taxes, levies, duties, and assessments or incurred in connection with Laron's reliance on an exemption certificate provided by Customer.

3. Purchase Orders. All Services or Products to be provided by Laron to Customer shall be pursuant to a written purchase order executed or otherwise approved or acknowledged in writing by Laron and the Customer (a "Purchase Order"), which shall, at a minimum, include a description of the Services and/or Products to be provided by Laron (collectively, the "Work"), the compensation to Laron therefor, and the time for completion of the Work. Laron shall have no obligation to proceed with any Work until such time that it has received a fully executed Purchase Order and any initial deposit required there under.

4. Change Orders. Any modifications of or additions to the Work described in the Purchase Order shall be evidenced by a written change order executed by the parties (a "Change Order"), describing in reasonable detail the modified or additional Work to be completed and any adjustments to the schedule or the compensation to Laron therefor. Laron shall have no obligation whatsoever to commence or complete any additional or modified Work unless and until Customer and Laron have executed a written Change Order with such terms and conditions as are mutually acceptable to the parties.

5. Plans and Specifications. Laron shall complete or provide all Work in substantial conformity with Customer's specifications, drawings and descriptions (collectively, "Customer Specifications"). Laron shall have no liability to Customer for any delays, damages or claims of any kind arising from defects, omissions, errors or deficiencies in the Customer Specifications and Customer shall defend, indemnify and hold Laron harmless from and against any liability, damages or claims arising there from.

6. Payment Terms. Subject to credit approval by Laron, and except as otherwise provided in Laron's written proposal for the Work, payment terms are net thirty (30) days from the date that Laron sends an invoice to Customer for the amounts due. Any amounts not paid within such thirty (30) day period shall accrue interest thereafter until paid in full at a rate which is the lesser of eighteen percent (18%) per annum or the highest rate allowed under applicable laws, computed on a 365/360 day year basis. In addition, in the event that the Customer fails to pay the full amount due within thirty (30) days after Laron has sent Customer an invoice, Laron shall be entitled to exercise any of its available remedies under applicable law, which include, without limitation, suspension of any further work by Laron and retention of any equipment or other personal property owned by the Customer and in Laron's possession, until all past due amounts owing to Laron have been paid in full.

7. Warranty. Laron warrants that Products and Services provided by Laron to Customer are free from defects in material and workmanship. Laron's obligation under this warranty is limited to correction of defects in Products or Services which were provided by Laron. Within ten (10) calendar days after discovery of any defective Services or Products provided by Laron, Customer shall provide Laron written notice of such defect and opportunity to cure the same. This warranty does not cover any repairs or replacement required due to accident, abuse, misuse, natural or man-made disaster, or any unauthorized disassembly, repair, or modification, the failure of Customer to properly use, store or maintain the Products provided, or the negligence or fault of Customer or any third party. Laron shall have no liability to Customer for any: (a) consequential, special or liquidated damages arising from the breach of the warranty contained herein, including, without limitation, any costs, damages or losses attributable to loss of production or down time; or, (b) damages to or from Products or Services not furnished by Laron; or, (c) repair, replacement or other expenses incurred by Customer in correcting defective Products or Services if Customer has failed to give Laron notice of the defect and opportunity to cure as provided in these Terms & Conditions.

With respect to repair Services, Laron's warranty will remain in effect until the earlier of: (i) twelve (12) months from the date the equipment on which the Services were completed is placed into service; or, (ii) eighteen (18) months from the date on which Laron's Work is completed. With respect to new equipment or other Products, Laron's warranty will remain in effect until the earlier of: (i) twelve (12) months from the time the new equipment or Products are placed into service; or, (ii) eighteen (18) months from the date of delivery to the Customer. Laron's warranty for new equipment shall apply only if Customer properly stores, maintains and operates said equipment in accordance with the original equipment manufacturer's procedures and specifications. EXCEPT FOR LARON'S EXPRESS WARRANTY CONTAINED HEREIN, LARON IS NOT MAKING AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE SERVICES AND PRODUCTS. WITHOUT LIMITING THE FOREGOING, LARON EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification. Laron will indemnify and hold Customer harmless from and against any claims, damages or liability, including reasonable attorney's fees and costs (any of the foregoing are "Claims"), to the extent such Claims are caused by Laron's negligence or willful misconduct. Customer will indemnify and hold Laron harmless from and against any Claims to the extent such Claims are caused by Customer's negligence or willful misconduct.

9. Damages. In no event shall either party be liable for any special, indirect or consequential damages, including lost profits or lost good will, arising out of or in connection with or resulting from these Terms & Conditions, any Purchase Order or the Work, whether or not such damages arise out of or in connection with any of the foregoing or result from the negligence of the other party, its employees or agents.

10. Shortages, Defects or Errors. Customer shall give prompt written notice to Laron of any shortages, defects or errors in any Products shipped, which notice shall be given to Laron no later than ten (10) business days of Customer's receipt of the Product.

11. Title. Title to Products provided by Laron shall not pass to Customer until Laron has received full payment of all amounts due for all Services performed and Products provided by Laron.

12. Cancellation. Customer may cancel a Purchase Order by providing written notice to Laron, provided, however, Customer will be obligated for all unpaid Work completed up to and including the date that Laron receives written notice of cancellation, plus any penalties, fees or surcharges assessed by Laron's suppliers as a result of early termination, plus Laron's profit equal to twenty five percent (25%) of the portion of the unpaid price attributable to the uncompleted Work under the Purchase Order.

13. Insurance. As long as these Terms & Conditions remain in effect, Laron will maintain the following insurance coverages:

- (a) Workers compensation insurance with a minimum limit of \$1,000,000.
- (b) Commercial general liability insurance with a minimum combined single limit of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- (c) Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.
- (d) Umbrella liability insurance with a maximum limit of \$4,000,000 each occurrence and general aggregate.

14. Force Majeure. Neither Laron nor the Customer shall be liable for any damages, claims or liability of any kind arising from delay in performance caused by a "Force Majeure Event". As used herein, "Force Majeure Event" shall mean acts of God; acts of terrorism; explosion; fire; extreme weather conditions; flood; drought; epidemic; earthquake; riot; insurrection; blockade; war or other hostilities; strike, lockout or other industrial disturbance; act or restraint of governmental authority whether valid or invalid; the refusal or failure of any governmental authority to promptly issue or grant any necessary governmental authorizations, permits, licenses, certificates or approvals or the action or inaction of any governmental authority which causes the lapse or expiration of any of the foregoing; shortages of materials or Products to be incorporated in the Work; and any other cause or event which is reasonably beyond the control of the party and which the party is not able to overcome by the exercise of reasonable diligence, provided, however, that neither party shall be required to settle any strike, work stoppage or other labor dispute on terms which, in its opinion, are unsatisfactory. If any delay in Laron's performance is attributable to a Force Majeure Event, the time for performance shall be extended for a period equal to the time of the delay caused by the Force Majeure Event.

15. Access and Cooperation. Customer shall provide Laron access to the Work site at all times during Laron's normal hours of business to enable Laron to complete the Work and shall otherwise cooperate with Laron so that the Work may be completed on a timely and efficient basis. Such cooperation shall include, without limitation, providing information to Laron necessary to obtain permits or other required governmental approvals for the Work and coordination with Customer's other contractors or employees to enable Laron to complete the Work without interference or interruption.

16. Recruitment and Hiring of Laron Personnel. During the term of any Purchase Order and for a period of one (1) year after Laron has ceased to complete any Work under these Terms & Conditions, Customer will not, without the prior written approval of Laron, hire, retain or employ or solicit or recruit for such employment or retention any employee of Laron with whom Customer has had contact in connection with Laron's performance under any Purchase Order.

17. Independent Contractor. The relationship of Laron and Customer established by these Terms and Conditions is that of independent contractors and nothing contained in these terms and Conditions shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Customer to create or assume any obligation on behalf of Laron for any purpose whatsoever. All financial obligations associated with Customer's business are the sole responsibility of Customer. All sales and other agreements between Customer and its customers are Customer's exclusive responsibility and shall have no effect on Customer's obligations under these Terms and Conditions. Customer shall be solely responsible for, and shall indemnify and hold Laron free and harmless for, from, and against any and all claims, damages or lawsuits (including, Laron's attorneys' fees) arising out of the acts of Customer, its employees or its agents.

18. Jurisdiction, Venue and Waiver of Jury Trial. These Terms & Conditions and all Purchase Orders between Laron and Customer shall be interpreted and enforced according to Arizona substantive laws, without regard to Arizona's choice of law provisions. Any disputes between the parties arising from these Terms & Conditions and any Purchase Order shall be brought and maintained in a court of competent jurisdiction in Maricopa County, Arizona. Laron and Customer hereby irrevocably waive any and all rights they have to demand that any action, proceeding or counterclaim arising out of or in any way related to these Terms & Conditions or any Purchase Order be tried by jury.

19. Attorney Fees. In the event that either party hereto institutes an action or other proceeding to enforce any rights arising under these Terms & Conditions or any Purchase Order, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other party.

20. Entire Agreement, Incorporation and Modification. These Terms & Conditions and the applicable Purchase Order contain the entire agreement between the parties and all prior understandings or agreements are merged into these Terms & Conditions. These Terms & Conditions and the Purchase Order have been negotiated among the parties and, if there is any ambiguity, no presumption construing these Terms & Conditions or the Purchase Order shall be imposed because the same were prepared by such party or its attorney. These Terms & Conditions are hereby incorporated in and as a part of all Purchase Orders. To the extent that there is any conflict in the terms of these Terms & Conditions and the terms of a Purchase Order, these Terms & Conditions shall control, unless the Purchase Order, by its express terms, supersedes these Terms & Conditions by specific reference to the provision of these Terms & Conditions so modified. No modification of these Terms & Conditions or any Purchase Order shall be of any force or effect unless such modification is in writing and executed by both of the parties. These Terms and Conditions shall control over all additional and/or conflicting terms and conditions that may appear on Customer written documents, including purchase orders, delivery tickets, service order tickets, invoices or any other document and Laron's signature on any Customer written document shall not constitute Laron's consent to any terms and conditions set forth in such document.

21. Notices. All notices or other communications required or provided to be given by either party shall be in writing and shall be hand delivered or sent via facsimile or by United States first class mail, postage prepaid. Notices shall be deemed given upon hand delivery, or if sent via facsimile, upon confirmation of transmission of the communication, or if mailed, three (3) calendar days after such notice is deposited in the mail as aforesaid and addressed to the parties to the addresses set forth in the Purchase Order. Any party may change the address to which notice shall be delivered or mailed or sent via facsimile by written notice duly given.

22. Severability and Waiver. The invalidity or unenforceability of any provision hereof shall in no way effect the validity or enforceability of any other provision hereof. Any waivers must be in writing and signed by the party sought to be charged. The waiver by any party of a right provided there under shall not be deemed to be a continuing waiver of that right or a waiver of any other right.



# Quotation

**Company Address**

4120 N. Flowing Wells Rd. Tucson, AZ 85705  
Phone: 520-887-2292

**Date** 9/25/2023

**Quotation #** 51067

**Quotation For**

Kris Hendricks  
Needles Waste Water Department

**Quotation valid until:** 10/25/2023

**Prepared by:** Paul Nicholson

**Comments or Special Instructions:**

This is a cost work up for RECO Mining to supply a replacement pump for the Fairbanks Morse pump that has been used. Lead time is 6-8 weeks.

## Replacement Pump

Quantity	UOM	Description	Unit Price	Amount
1	Each	Replacement Pump Equivelant to Fairbanks Morse	\$ 24,000.00	\$ 24,000.00
1	Each	Delivery Charge	\$ 450.00	\$ 450.00
				\$ -
		RECO will offer free shipping in the event customer buys 2 pumps		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
1	Each	7.5 Percent Sales Tax	\$ 1,800.00	\$ 1,800.00

**TOTAL** \$ 26,250.00





Reliable Pump, Inc.  
P.O. Box 31115  
Las Vegas, NV 89173  
Ph: 702-243-5116 Fax: 702-240-9319

# Estimate

Date	Estimate #
9/28/2023	17797

Name / Address
City of Needles 817 Third Street Needles, CA 92363

Ship To
City of Needles 817 Third Street Needles, CA 92363 USA

P.O. No.	Terms	Ship Via	FOB	Rep
	Net 30	Best Way	Factory, FFA	BB
Item	Description	Qty	Price	Total
	RE: Alternate replacement for Fairbanks Morse pumps.  Note: Deming pump is not compatible with Fairbanks Morse guide rail system. A new Deming guide rail system is included below.			
7365EN-414-95-3...	Deming Model 7365EN-414-95-3AN, Submersible Solids Handling Pump, 4 inch discharge, hydraulic series 4DH, 50 HP, 1750 rpm, 460 volts, 3 phase, impeller trimmed to 285mm, Impeller Material Ductile Iron, Carbon / Sil Car Upper, Sil Car / Sil Car Lower seal, Explosion Proof = No	1	21,024.00	21,024.00
138318XF	ASSY, CORD, 6GA, 50', SH, LG	1	3,212.00	3,212.00
BAF-4X4	*Note: Pump is rated for 1050GPM @ 82FT TDH. Deming Model BAF-4X4 break-away fitting, 4x4, non-sparking	1	1,947.00	1,947.00
131307	Intermediate guide rail assembly, BAF-4X4 (required for rail lengths of over 13FT)  *2" SS Guide Pipes for Guide Rail System are not included. *No installation is included in this estimate. *Estimated lead time is 6-8 weeks ARO.	1	551.00	551.00

*Notice: Due to a global spike in demand, combined with material and labor shortages, we are experiencing shipping delays with some of our manufactures. Any quoted lead times cannot be guaranteed.*

**Subtotal** \$26,734.00

**Sales Tax (0.0%)** \$0.00

**Total** \$26,734.00

Upon approval, sign at bottom and fax to 702-240-9319.  
Estimate expires within 30 days from date shown above. Any alteration or deviation from above specifications, involving extra costs will be executed and become an extra charge over and above the Estimate.

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

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

**Needles WWTP replacement EQ pump quote October 2023**

Company	Price each	Delivery time	Pump Manufacturer	Notes
Laron	\$ 34,218.00	20-24 weeks	FM	No tax and no shipping they quoted 2 pumps, this is the cost per pump, direct replacement
Flo Systems	\$ 26,707.18	20-24 weeks	FM	Includes shipping and taxes, direct replacement
JCH	\$ 41,788.00		Flygt	Would need different discharge elbow no taxes included Declined to bid
RECO	\$ 26,250.00	6-8 weeks	Keen pump	Includes shipping, rails and guide system, we will need to install the
Floright	\$ 25,047.52	6-8 weeks	Deming	Does not include shipping. Rep said that they can provide an adapter to fit our existing rail and discharge elbow system
Reliable Pump and Motor	\$ 26,734.00	6-8 weeks	Deming	Shipping and tax is not included, 50 HP being proposed, it does not include new guide rail pipes