

DATE SUBMITTED 01/16/2015
 SUBMITTED BY Public Serv. Dir.
 DATE ACTION REQUIRED 01/21/2015

Agenda Item No F-12
 CITY COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: PURCHASE OF REPLACEMENT PUMPS FOR MONTERREY PUMP STATION.

1. APPROVAL TO PURCHASE TWO (2) GORMAN-RUPP PUMPS FOR THE MONTERREY PUMP STATION.

DEPARTMENT INVOLVED: PUBLIC SERVICES

BACKGROUND/SUMMARY:

The wastewater pump station in Monterrey subdivision has Pioneer pumps. These pumps need replacing. Staff is recommending replacing these pumps with Gorman-Rupp pumps model T3A3S-B Super "T" Series pumps.

FISCAL IMPACT: \$12,830.40

STAFF RECOMMENDATION: City Council approves the purchase of the pumps.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS MDB

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()
 REFERRED TO:



**WATER
TREATMENT
SYSTEMS**

CALIFORNIA ENVIRONMENTAL CONTROLS, INC.
6739 Washington Ave, P.O. Box 469, Whittier, CA 90608
(562) 945-3425 / (714) 523-5920
FAX: (562) 693-5257
www.cec-h2o.com cec@calencon.com

QUOTATION

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TO: City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

DATE: January 15, 2015

ATTENTION: Eddie Self, Public Service Mgr.

QUOTATION NO.: C1501387

TELEPHONE: 760-355-2734

SUBJECT: Gorman-Rupp Replacement
T3A3S-B Pumps

EMAIL: eself@cityofimperial.org

REFERENCE: Pump Serial Numbers:
1052548N and 1052547N

EQUIPMENT / SERVICE TO BE OFFERED ON THE FOLLOWING:

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
1	2	Gorman-Rupp Pump Model T3A3S-B, Super "T" Series, self-priming, centrifugal pumps, including: <ul style="list-style-type: none"> • 3" x 3" suction and discharge ports • Gray iron casing • Semi-open type, two-vane ductile iron impeller • Alloy steel impeller shaft and shaft sleeve • Buna N o-rings and gaskets • Double floating, oil lubricated, cartridge type mechanical seal • All additions and deducts have been made for the replacement of the original pumps. Price includes freight. NOTE: The pumps quoted above will replace the "classic" Gorman-Rupp T3 pumps, serial numbers: 1052547N and 48N.	\$ 5,940.00	\$11,880.00
			Subtotal	\$11,880.00
			Tax @ 8.00%	\$ 950.40
			TOTAL	\$12,830.40

NOTE: PRICE DOES INCLUDE TAX UNLESS SPECIFICALLY NOTED

TERMS: Net 30 days

APPROX. DATE OF SHIPMENT: 2 weeks ARO

EST. SHIPPING WEIGHT: 1,000 lbs.

F.O.B. Mansfield, OH, FFA

CALIFORNIA ENVIRONMENTAL CONTROLS, INC.

BY

Joe Romero, Account Manager

Please sign and return original copy. Retain duplicate copy for your records.

ACCEPTED BY _____

_____ Title

_____ Date

IMPORTANT: • Prices specified herein are exclusive of all taxes unless specifically noted
• This proposal is subjected to all terms and conditions printed on the face and reverse side

1. **AGREEMENT.** The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and California Environmental Controls, Inc., a California corporation ("Seller").
2. **TERMS OF SALE. (a) TAXES:** Prices specified herein on the Goods are exclusive of all local, state and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. **(b) TERMS OF PAYMENT:** Net cash, due 30 days following the date of shipment of the Goods to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1 / 2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. **(c) SECURITY INTEREST:** Until payment in full of the purchase price therein specified, seller reserves a security interest in the goods securing payment of such purchase price. **(d) DELIVERY:** Prices quoted are f.o.b. point of origin of shipments. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required.
3. **ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or different terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code, and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.
4. **CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.
5. **INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt and to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.
6. **DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers including, without limitation, failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.
7. **DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.
8. **RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2.(d), above, all risk or loss shall pass to the Buyer when the Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 5, above, shall be a precondition to any claim by Buyer for loss of damage in transit), all risk or loss shall pass to the Buyer when the Goods are delivered by Seller to the carrier.
9. **RETURNS.** In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will in any event be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped freight prepaid and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.
10. **DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a) Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) Require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller, in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.
11. **ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement Buyer agrees to pay all costs of collection and enforcement incurred by Seller including without limitation Seller's reasonable attorney's fees and court costs.
12. **ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.
13. **NO CONSEQUENTIAL DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including, without limitation, claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer and Buyer further agrees that Seller shall not be liable for any special consequential, punitive or exemplary damages.
14. **MISCELLANEOUS PROVISIONS. (a) Field Supervision:** Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement. **(b) Governing Law / Consent to Jurisdiction:** This Agreement shall be deemed to be accepted at the Seller's office in Whittier, California, as a contract made in the State of California and it is the intention of the parties hereto that all terms, conditions and provisions hereof shall be governed by the internal laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. **(c) No Waiver:** No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. **(d) Severability:** Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.
15. **VALIDITY.** The price quoted is firm for thirty (30) days, unless otherwise identified on the front page of this quotation.
16. **ERRORS.** California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to California Environmental Controls, Inc.
17. **TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.
18. **WARRANTIES.** THE SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE DESCRIPTION, QUALITY OR MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE OF PRODUCTIVENESS, OR THAT THE BUYER SHALL HOLD THE GOODS FREE OF THE CLAIMS OF ANY THIRD PERSON BY WAY OF PATENT OR TRADEMARK INFRINGEMENT, OR ANY OTHER MATTER EXCEPT UNDER THE CONDITIONS AND TO THE EXTENT, IF ANY, THAT THE GOODS ARE WARRANTED BY THE MANUFACTURER, WHOSE WARRANTY WILL BE FURNISHED BY THE SELLER UPON WRITTEN REQUEST FROM THE BUYER. Neither Seller nor Seller's manufacturer or supplier shall incur any liability or any manufacturer's warranty, if one exists, unless and until Seller has first been given a reasonable opportunity to inspect the Goods alleged to be defective and the installation and use made thereof by Buyer and to suggest and/or make corrections.