

Agenda Item #19

MEMORANDUM

To: Mayor Blad and City Council Members

From: Levi Adams

Date: June 16, 2025

Re: WPC Lift Station Pump Purchase

REQUEST

The Water Pollution Control (WPC) Department requests City Council to accept the quote from C. H. Spencer, LLC and approve the purchase of a new Fairbanks pump, submersible motor and components for the McKinley Lift Station at a price of \$67,297.59.

BACKGROUND

The requested purchase would replace the original pump that was installed with the construction of the lift station in 1999. This pump has worked continuously in a major lift station well beyond its expected lifespan. It currently requires a major rebuild that, because of the cost, warrants a full replacement.

WPC staff solicited quotes from three separate vendors. One was unresponsive, another provided a pump that was similar but would require upgrades to the electrical system and modification to the existing piping. These modifications would significantly increase the price of the project.

RECOMMENDATION

It is my recommendation that the City of Pocatello Water Pollution Control Department purchase the Fairbanks pump, submersible motor and components for the McKinley Lift Station from C. H. Spencer, LLC at a price \$67,297.59. Funds are available in the FY2025 WPC budget for this expenditure.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: June 26, 2025
Re: Bid Award for WPC Lift Station Pump

I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid to C.H. Spencer, LLC, and authorizing the Mayor to sign all associated documents in execution of this award. The City has complied with all requirements of the "semi-formal" bid process as required in Idaho Code, and the bid amount of \$67,297.59 is below the semi-formal bid threshold set by Idaho Code.

QUOTATION

C H SPENCER LLC

BILL TO:
PO BOX 26066
SALT LAKE CITY, UT 84126-0066
USA
208-442-6407

Order Number	
1125401	
Order Date	Page
06/19/2025 14:23:41	1 of 1
Quote Expires On: 07/19/2025	

Bill To:
CITY OF POCATELLO
P O BOX 4169
POCATELLO, ID 83205

Ship To:
CITY OF POCATELLO
10733 NORTH RIO VISTA ROAD
POCATELLO, ID 83202

208-234-6216

Requested By: Mr. BEAU SCHARFEN

Customer ID: 1263

PO Number						Ship Route	Taker			
							GPUOPOLO			
Quantities						Item ID	Pricing	Unit	Extended	
Line #	Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price	
				Unit Size			Unit Size			
1	1.00	0.00	1.00	EA		FAIRBANKS 5430L WD	EA	63,348.3000	63,348.30	
				1.0		VERTICAL BUILTTOGETHER DRY PIT PUMP	1.0			
						6 inch Model D5436L WD pump				
2	1.00	0.00	1.00	EA		100HP 1200RPM 3PH 460V SUB MOTOR	EA	1,692.9000	1,692.90	
				1.0		MOTOR, SUBMERSIBLE	1.0			
3	1.00	0.00	1.00	EA		SUCTION ELBOW HARDWARE KIT	EA	2,256.3857	2,256.39	
				1.0		SUCTION ELBOW HARDWARE KIT	1.0			
						SUCTION ELBOW 10X10 *TBLE464A * *				
Total Lines: 3							SUB-TOTAL:		67,297.59	
							TAX:		0.00	
							AMOUNT DUE:		67,297.59	
							U.S. Dollars			

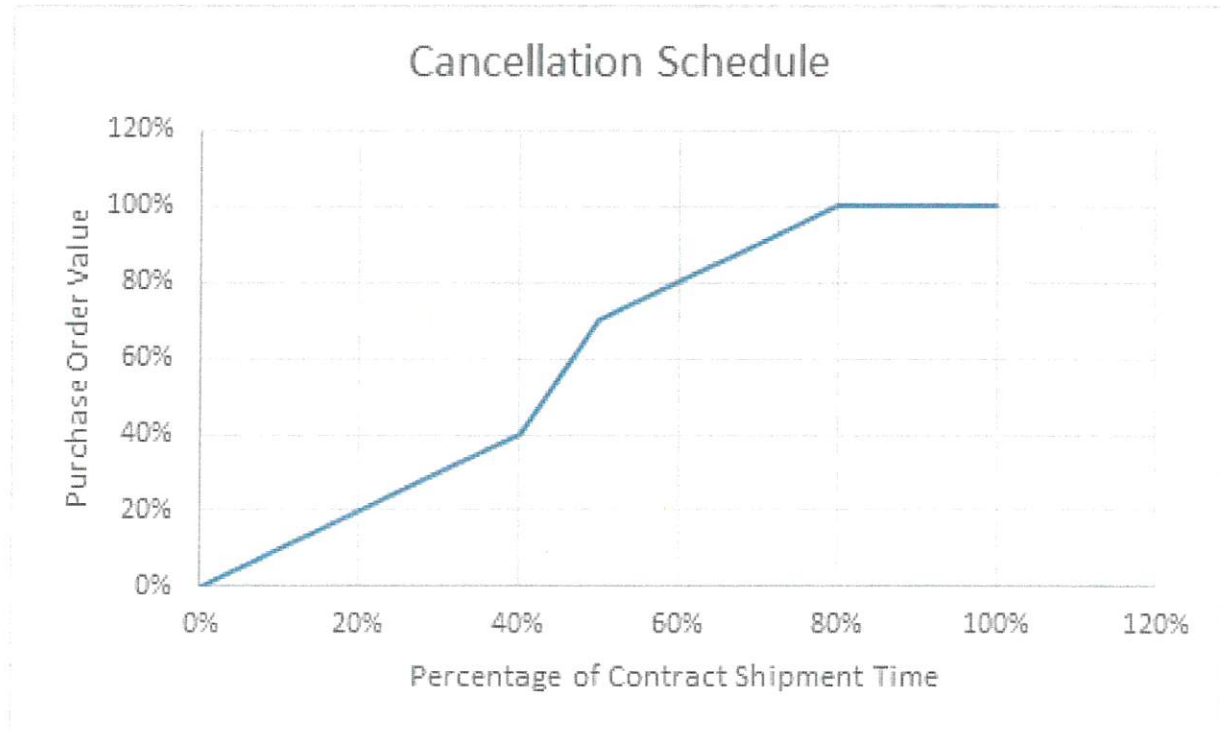
Pricing is based on current market conditions, including applicable tariffs and duties. If tariffs or duties change before shipment, we reserve the right to adjust pricing accordingly. Any changes will be communicated before order fulfillment.

CH Spencer Terms & Conditions

1. **General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.

2. **Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.

3. **Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation schedule below. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided. If an order is cancelled after formal release to manufacturing has been given either verbally or in writing, charges will be the applied to that order per the following graph below:



The parties acknowledge and agree that in the event of early termination SELLER will suffer a substantial injury for which it is impracticable and extremely difficult to fix actual damages. Accordingly, the recovery of termination charges is not a penalty, and is reasonable in light of the difficulty and non-feasibility of obtaining the actual costs.

4. Termination for Cause: BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount. The maximum liability on behalf of the SELLER shall be the value of the purchase order or item, whichever is lower.

5. Proprietary Information, Confidentiality, and Advertising: BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.

6. Costs Included in Price: Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax. Pricing is based on current market conditions, including applicable tariffs and duties. If tariffs or duties change before shipment, we reserve the right to adjust pricing accordingly. Any changes will be communicated before order fulfillment.

7. Liens or Claims: The SELLER has the right to file a lien on the Project, then to the extent of any payments made, SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.

8. Affirmative Action: SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.

9. Remedies: Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.

10. Assignments and Subcontracting: No part of this Agreement may be assigned or subcontracted without the prior written approval of SELLER.

11. Setoff: No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.

12. Shipment: Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.

13. Delivery: Time is an important consideration of this Agreement. SELLER shall exert commercially reasonable efforts to meet scheduled delivery or service dates, but in no event will late

delivery give rise to money damages. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.

14. Title, Risk of Loss and Storage: Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified.

15. Applicable Law: The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of UTAH.

16. Compliance with Laws: In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:

- ♦ Fair Labor Standards Act of 1938, as amended.
- ♦ The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and the implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O.
- ♦ The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$2,500.
- ♦ The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.

17. Notice: All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.

18. Savings: If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.

19. Force Majeure. Except with respect to BUYER's payment obligations, if a party is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, quarantine, epidemic, pandemic, delays of carriers, and/or delays by SELLER's usual suppliers), the time of performance shall be extended by the amount of time reasonably sufficient to make up for such delay.

20. Insurance and Claims. If SELLER or its employees or agents come into Contractor's premises or Project in connection with this Agreement, SELLER agrees to carry (i) Commercial General Liability Insurance covering personal injuries (including death), both in commercially reasonable amounts. SELLER further agrees to provide and maintain Workers' Compensation, Insurance in conformity with the laws of the state in which such premises or Project is located and Employer's Liability Insurance.

21. Dispute Resolution. Promptly after identification of a “claim” (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties’ representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator’s fee for the mediation.

22. Testing. If quoted by SELLER in writing and/or otherwise expressly agreed upon by the parties in writing as part of the order, SELLER will conduct agreed upon tests and/or schedule agreed upon inspections/reviews by BUYER with respect to the Product. The test/inspection (if any) shall be at BUYER’s reasonable cost and risk. Unless specifically agreed otherwise in writing between the parties, the location of any such test/inspection (if any) shall be SELLER’s (or SELLER’s affiliates) applicable factory and the code/standards/criteria for the test/inspection shall be SELLER’s normal applicable code/standards/criteria.

23. Warranty. SELLER warrants that (i) the delivered Product’s technical specifications substantially conform to the Product’s technical specifications agreed upon in writing between SELLER and BUYER as part of the contract, and (ii) the delivered Product is free of defects in material and workmanship and title. The above-stated warranties shall expire fifteen (15) months from the date of shipment from SELLER to BUYER or twelve (12) months from date of initial start-up of the Product, whichever expires last. SELLER warrants that any service performed by SELLER is performed in a workmanlike manner; unless specified otherwise by SELLER in its written quotation, this warranty shall expire thirty (30) days after the date SELLER performs the particular service activity. If SELLER provides parts in connection with the service, SELLER warrants that the parts are free of defects in material and workmanship; this warranty shall expire ninety (90) days from the date SELLER provides such part, unless specified otherwise by SELLER in its applicable written quotation. The warranty expressly excludes consumables, wear items, and the effects of normal wear and tear.

If Products or services do not meet the above-stated warranties, BUYER shall promptly within the applicable above-stated warranty period notify SELLER in writing. SELLER shall (i) at its option, replace or repair defective Products and (ii) re-perform the defective portion of services. If despite SELLER’s reasonable efforts, the nonconforming Product cannot be replaced or repaired, SELLER shall take back the nonconforming Product and refund or credit monies paid by BUYER to SELLER for such nonconforming Product less a reasonable allowance for use. Replaced Products/parts become the property of SELLER. If despite SELLER’s reasonable efforts, nonconforming service cannot be re-performed, SELLER shall refund or credit monies paid by BUYER to SELLER for the non-conforming portion of such service. Warranty repair or replacement or re-performance shall not extend or renew the applicable warranty period.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (written, oral, implied, or otherwise), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. Correction of nonconformities (i.e. repair or replacement or refund or credit, all at SELLER’s option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER’s option, of service that does not conform to the service warranty above) as provided above set forth the exclusive remedies for claims (except as to title) with respect to any nonconforming Product or service whether a claim is based on warranty, contract, tort, or any other theory. Upon the expiration

of the applicable above-noted warranty period, all such liability shall terminate and BUYER shall have a reasonable time, within 30 days after the warranty period, to provide notice of any defects which appeared during the warranty period.

SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY NONCONFORMING PRODUCT OR SERVICE.

24. Indemnification by SELLER. SELLER shall defend, indemnify and hold BUYER harmless from and against any Claim brought by a third party to the extent (but not only to the extent) arising solely and exclusively out of the negligent or grossly negligent actions or omissions of SELLER that directly cause (A) personal injury or death or (B) physical damage to tangible personal or real property.

25. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS ARISING OUT OF OR RELATED TO THE ORDER OR CONTRACT OR THE PERFORMANCE OR BREACH THEREOF OR THE PRODUCT OR SERVICE SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM, REGARDLESS OF WHETHER SUCH DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE; however: (a) nothing in this paragraph shall limit SELLER's liability for personal injury (to the extent caused by the negligence of SELLER, or its employee/agent/subcontractor), and (b) SELLER's total liability for physical damage to any tangible property other than the Product (to the extent caused by the negligence of SELLER or its employee/agent/subcontractor) shall be limited to "100% of the price of the Products delivered hereunder by SELLER to BUYER.

26. NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE.

27. Trade Compliance. Any quotation is legally binding upon us only after BUYER has placed an order and received a written acceptance from SELLER. SELLER reserves the right to withdraw our quotation at any point in time. By placing the order, BUYER certifies that the items ordered will not be used for any purpose connected with chemical, biological or nuclear weapons, nor missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law. BUYER also confirms that the items ordered will not be sold or transferred, directly or indirectly, to Iran, North Korea, Syria, Russia, Belarus, Crimea or any contested region of Ukraine or Russia. Furthermore, BUYER certifies that BUYER will comply with applicable local and international foreign trade and customs requirements, as well as any embargos and other trade sanctions (collectively "Foreign Trade Obligations"). SELLER shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of Foreign Trade Obligations. SELLER also retains the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of any Foreign Trade Obligations. BUYER shall indemnify SELLER for any direct or indirect damages arising in consequence of any breach of this statement. BUYER will immediately notify SELLER in writing of any breach of this clause.

28. **Intellectual Property.** No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to BUYER. Without limiting the generality of the foregoing, SELLER shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by SELLER or its employees, including but not limited to those developed, discovered, and/or conceived in connection with the manufacture of the ordered Products. It is expressly acknowledged that no drawings, designs, specifications, or anything else provided by SELLER to BUYER shall be deemed to be “work made for hire” as that term is used in connection with the U.S. Copyright Act. Without limiting the generality of the foregoing, all intellectual property rights (including but not limited to copyright) in and to any and all drawings and designs provided by SELLER in response to a BUYER requirement or request are and shall remain owned by SELLER (and/or SELLER’s affiliate or other third party who is SELLER’s licensor, if applicable). SELLER reserves all rights and waives no claims.

29. **Entire Agreement.** This Agreement, including as applicable SELLER’s proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER’s terms or proposal are hereby expressly rejected.

30. Equipment to be manufactured per the plans and specifications for the specific project outlined in the attached Quote / /Purchase Order.

HQ Mailing address:

C.H. Spencer LLC

PO BOX 26066

Salt Lake City, UT 84126 801-975-0300

RFO - Integrity

Adams, Levi

From: Ashley Wilks <ashleyw@ipspumping.com>
Sent: Wednesday, April 16, 2025 3:48 PM
To: Scharfen, Beau
Subject: RE: Visit
Attachments: Data_sheet_XFP205L-CB2.pdf; DS_E02_056_R03_TD_XFP200J_CH2_PE5_4P_3PH.pdf; DS_E02_190_R00_TD_XFP205L_CB2_PE5_6P_3PH.pdf; M_023056.pdf; M_023152.PDF; Data_sheet_XFP200J-CH2.pdf; 5872N- City of Pocatello Fairbanks Replacement.pdf

Beau,

Here is two Sulzer options. See attached curves, data sheets and dims. I also attached the quote.

Thank you,
Ashley Wilks | Regional Sales Manager
Integrity Pump Solutions, Inc |
504 Millennium Park Lane Suite 101, Caldwell, ID 83605
Cell (208) 405-6481 Preferred | Office: (208) 649-8333 | Fax (844) 351-6902



This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. You may not directly or indirectly reuse or redisclose such information for any purpose other than to provide the services for which you are receiving the information.

From: Scharfen, Beau <bscharfen@pocatello.gov>
Sent: Wednesday, April 16, 2025 2:29 PM
To: Ashley Wilks <ashleyw@ipspumping.com>
Subject: RE: Visit

Hi Ashley

Our address is 10733 N. Rio Vista Pocatello ID we are across the interstate from Simplot's Don Plant. The best number to reach me is 208-251-0963.

And we are looking to replace A Fairbanks Nijhuis Model# D5436L 2800 gpm at 100' of head. This is a dry pit application, we are wondering if you had any pumps that might fit this application?

From: Ashley Wilks <ashleyw@ipspumping.com>
Sent: Wednesday, April 16, 2025 1:49 PM
To: Scharfen, Beau <bscharfen@pocatello.gov>
Subject: Visit

Beau,

I will be in East Idaho next week and was wondering if I can stop by on Wednesday and meet you and put a face to the name. If you can provide me the address and your phone number so I can let you know when I arrive. I look forward to hearing back from you.

Thank you,

Ashley Wilks | Regional Sales Manager

Integrity Pump Solutions, Inc |

504 Millennium Park Lane Suite 101, Caldwell, ID 83605

Cell (208) 405-6481 Preferred | Office: (208) 649-8333 | Fax (844) 351-6902



This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. You may not directly or indirectly reuse or redisclose such information for any purpose other than to provide the services for which you are receiving the information.

504 Millennium Park Lane
Caldwell, ID 83605
Phone: 208-649-8333



Page 1 of 4

By Signing below, I accept this offering:

Signature

Accepted by (Name)

Date

Title

Thanks,

Ashley Wilks

Sales Manager

Integrity Pump Solutions



I: FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by Integrity Pump Solutions, inc.(referred to as "Integrity" from here on), comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by Integrity (see "Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of Integrity's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that Integrity communicates to Purchaser via Integrity's acknowledgement, in writing. Integrity's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on Integrity, whether or not they would materially alter the Agreement, and Integrity Pump Solutions, inc.. hereby objects to and rejects the same unless such terms and conditions are delivered to Integrity prior to Quotation and referenced in the Quotation.

Pricing does not include taxes, FOB point of manufacture with freight prepay and add. Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

II: ESCALATION: The prices as quoted will be held firm through the quoted delivery period provided Integrity has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to Integrity within the 60 days from the date submitted and the equipment has been released to manufacture.

III: TERMS AND CONDITIONS: This proposal is valid for acceptance through fourteen (14) days from referenced bid date and is subject to the attached Integrity terms and conditions. Field Service and Start-Up has not been included in the pricing of the equipment listed above. If Field Service and Start-Up on site is required the rate will be \$1,500.00 per each 8-hour day. If there are any differences between the Integrity terms and any part of the bid specifications, then the Integrity terms shall apply and take precedence. Integrity will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project. Integrity will be willing to negotiate final terms and conditions with the awarded contractor after the bid date. Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

IV: WARRANTY: The Manufacturers standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of Integrity's Scope of Supply. Repairs come with a standard 90 day warranty, from ship date.

V: TERMS OF PAYMENT: Integrity's standard payment terms are net thirty (30) days from invoice date. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If Integrity Pump Solutions, inc. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

INTEGRITY PUMP SOLUTIONS, INC. TERMS & CONDITIONS

1. **General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between the Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.

2. **Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.

3. **Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.

4. **Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount and SELLER shall be liable to BUYER for any and all damages sustained by reason of the termination.

5. **Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.

6. **Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.

7. **Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made. SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.

8. **Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.

9. **Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.

11. **Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.

12. **Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.

13. **Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.

14. **Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified.

15. **Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of IDAHO.

16. **Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:

- Fair Labor Standards Act of 1938, as amended.

- The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O..

- The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US \$2,500.

- The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.

17. **Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.

18. **Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.

19. **Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.

20. **INSURANCE AND CLAIMS.** If SELLER or its employees or agents come into Contractor's premises or Project in connection with this Agreement, SELLER agrees to carry (I) Commercial General Liability Insurance covering personal injuries (including death), both in commercially reasonable amounts. SELLER further agrees to provide and maintain Workers' Compensation, Insurance in conformity with the laws of the state in which such premises or Project is located and Employer's Liability Insurance.

21. **DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.

22. **MUTUAL INDEMNIFICATION.** Each Party shall defend, indemnify, and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of Third Parties, and all associated losses or damages, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

23. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** In no event shall Integrity be liable for any punitive, exemplary or other special damages, or for any indirect, incidental or consequential damages (including for lost profits, work stoppages or lost business opportunity) arising under or in relation to this Agreement, whether arising under breach of contract, tort or any other legal theory, and regardless of whether the Company has been advised of, knew of, or should have known of the possibility of such damages.

CES POCATELLO
CED INDUSTRIAL SOLUTIONS
234 S 2ND AVE
POCATELLO ID 83201
TEL: 208 232-2585 FAX: 208 232-2230

SLS: 0449
INSL: 0467
BY: RS
FOB: SHIPPING POINT
FRT: PREPAID

PAGE: 001 OF 001
QUOTE #: 1044985
DATE: 05/02/25
REV #: 000
REV DATE: 05/02/25

CONTACT: RICK SANFORD

QUOTE FOR: CITY OF POCATELLO

ACCT #: MG-28947 WPC & WATER SYSTEMS

QUOTE EXPIRES 06/01/2025

WPC & WATER SYSTEMS
P.O. BOX 4169
POCATELLO, ID 83205
TEL: (208) 234-6254

CUS PO #:
JOB NAME: ATTN DARREL

LN	QTY	MFR	CATALOG #/DESCRIPTION	PRICE	UOM	EXT AMT
01	1	AB	20F1AND156JN0NNNNN 125HP DRV	14,925.00	E	14,925.00
02	1	AB	20-750-ENETR ETHERNET OPTN KIT	810.87	E	810.87
03	1	AB	20-HIM-A6 ENHANCED PWRFLX HIM	274.29	E	274.29
04	1	AB	20-750-NEMA1-F6 PF750 NEMA1 KIT	299.32	E	299.32

TOTAL: 16,309.48

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CUSTOMER COPY

RFQ - Xylem

Adams, Levi

From: Scharfen, Beau
Sent: Wednesday, April 16, 2025 1:47 PM
To: Weymouth, Bill - Xylem
Subject: City of Pocatello WPC

Hello Bill

We are looking to replace A Fairbanks Nijhuis Model# D5436L 2800 gpm at 100' of head. This is a dry pit application, we are wondering if Flygt had anything that might fit this application?



Water Pollution Control
CITY OF POCATELLO

Beau Scharfen
Maintenance Supervisor
Phone: (208) 234-6254 Ext. 2006
pocatello.gov