

CITY OF YUBA CITY
STAFF REPORT

Date: March 2, 2021
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Mid-Year Capital Acquisition Requests

Recommendation:

- A. Approve the following mid-year capital acquisition purchases:
 - 1. Town Center Fountain Pump
 - 2. Hach Turbidimeters
 - 3. 14-ft Boat and Trailer
 - 4. WEMCO Pump Motors
 - 5. WECO Industries CCTV Equipment:
 - a. Mud-Master Steerable Transporter for Pipe Size 24"-200"
 - b. OZIII Camera Assembly
 - c. CPR Compact Pipe Ranger
- B. Authorize a supplemental appropriation and related transfers in the amount of \$20,000 from Account No. unallocated General Fund to Account No. 901028-65501 for the Town Center Fountain Pump (Item 1).
- C. Authorize a supplemental appropriation and related transfers in the amount of \$31,569.48 from unallocated Water Fund to Account No. 7120-69201 for the Hach Turbidimeters (Item 2).
- D. Authorize a supplemental appropriation and related transfers in the amount of \$87,170.39 from unallocated Wastewater Fund to Account No. 8110-69201 for WECO Industries (Item 5).
- E. Adopt a Resolution awarding the purchase of the Turbidimeters (Item 2) to Hach Company of Loveland, CO in the amount of \$31,569.48, with the finding that it is in the best interest of the City.
- F. Adopt a Resolution awarding the purchase of three WEMCO Pump Motors (Item 4) to Muniquip, LLC, of Roseville, CA in the amount of \$64,189.13, with the finding that it is in the best interest of the City.
- G. Adopt a Resolution awarding the purchase of a Mud-Master Steerable Transporter, OZIII Camera Assembly, and CPR Compact Pipe Ranger (Item 5) to WECO Industries of Vacaville, CA in the amount of \$87,170.39, with the finding that it is in the best interest of the City.

Fiscal Impact: \$195,024.18 broken down as follows:

1. \$6,398.66 – Town Center Fountain Pump – Acct. No. 901028-65501
2. \$31,569.48 – Hach Turbidimeters – Acct. No. 7120-69201
3. \$5,696.52 – Boat & Trailer – 6610-69420
4. \$64,189.13 – WEMCO Pump Motors – 981105-65501
5. \$87,170.39 – WECO Industries – 8110-69201

Purpose:

To authorize mid-year capital acquisition requests for essential items in which the purchase cannot wait until FY 21/22.

Background:

The Public Works Department has identified the need for five (5) capital acquisitions that were not considered during the Fiscal Year 20/21 budget process as the FY 20/21 budget was essentially a rollover budget. Staff is requesting authorization to purchase the following capital acquisitions mid-year:

1. Town Center Fountain Pump (Town Center)
2. Hach Turbidimeters (Water Treatment Plant)
3. 14-ft Boat and Trailer (Laboratory)
4. WEMCO Pump Motors (Lift Station No. 2)
5. WECO Industries CCTV Equipment (Sewer Collection CCTV Inspection Vehicle)

A discussion of each item along with the fiscal impact is provided below.

Analysis:

Item 1: Town Center Fountain Pump:

The main pump that operates the Town Square Fountain is original to the construction of the fountain in 1996 and has been progressively getting louder and needs repair or replacement. The pump was rebuilt once approximately 10 years ago. The cost to rebuild the pump again is estimated at \$3,000 for parts plus labor to rebuild the pump, and the estimated remaining service life is 5-10 years. The cost to purchase a new pump is \$6,398.66. Even though the cost will be slightly more to purchase and install a new pump, staff recommends purchasing a new pump as the service life is expected to be 15-20 years with minimal maintenance expenses.

Item 2: Hach Turbidimeters:

The Water Treatment Plant (WTP) is regulatorily required to monitor turbidity. The current turbidimeters are starting to fail and repair parts are no longer available. Staff is requesting to purchase ten (10) turbidimeters from Hach. The WTP has standardized all of their instruments using Hach products, as they have proven to be reliable and accurate.

Item 3: 14-ft Boat and Trailer:

As required by the City's Wastewater Discharge Permit, staff collects samples from the Feather River at three locations above and below Shanghai Bend. The sample data is used to determine permit compliance and future permit requirements. Currently, staff uses an inflatable boat that

was purchased in 2012. Over the past few years, the boat has been repaired several times due to punctures. Recently, the boat developed major leaks that are unreparable.

Staff is recommending the purchase of an aluminum alloy boat that will not be subject to puncture issues. The existing outboard motor and associated hardware are still in good operating condition and will be transferred to the new boat.

Item 4: WEMCO Pump Motors:

Lift Station No. 2, a sanitary sewer lift station located just southeast of the City's Corporation Yard, assists with the transport of a large volume of raw sewage through the sewer collection system. There are currently three (3) WEMCO submersible pump motors that have been in operation since 1992 and need replacement due to significant corrosion buildup and the insulation/shielding around the electrical cables has deteriorated to the point that there is concern that they could fail at any time. Staff recommends replacing the existing pump motors with new pump motors manufactured by WEMCO, as these motors will retrofit into the existing system with minimal modifications required and they meet the performance criteria necessary from a hydraulic perspective. Muniquip, LLC, is the authorized vendor in the area for WEMCO products.

Item 5: WECO Industries CCTV Equipment:

The Sewer Collection Crew inspects the sewer collection system using a CCTV truck that is equipped with cameras and transporters which move the cameras up and down the pipelines. This equipment is an integral part of their work plan and is utilized on a daily basis.

The existing transporter for larger diameter pipelines is nearly thirteen years old and has become obsolete as the manufacturer, WECO Industries, is no longer able to obtain parts to make repairs. With the most recent repair, it took several months to have replacement parts manufactured. This severely impacts the Sewer Collection Crew's inspection program.

The two (2) existing transporters for smaller diameter pipelines are at the end of their service life and are also requiring costly repairs.

The cameras are showing severe wear and fluid is leaking into the internal seals, which results in very poor video quality and damage to the internal electrical components. One of the cameras is approximately nine (9) years old and the other camera is approximately (5) years old. Typically, cameras are expected to have a service life of five (5) years. In addition, close to \$7,000 has been spent within the last few months on repairs to the older camera.

Staff is recommending the purchase of a new Mud-Master Steerable Transporter for navigation through larger diameter pipes, a CPR Compact Pipe Ranger for navigation through smaller diameter pipes, and an OZIII Camera Assembly, which is used interchangeably on both transporters. The City's CCTV truck was manufactured by CUES and the recommended transporters and camera are proprietary to CUES. Staff is recommending a sole source purchase from WECO Industries as WECO Industries is our designated distributor.

Fiscal Impact:

Item 1: Town Center Fountain Pump:

The cost of a new pump is \$6,398.66. However, staff is requesting a supplemental appropriation of \$20,000 from unallocated General Fund to Account No. 901028-65501 (Improvements to Buildings and Grounds) as the account currently has a negative balance of \$1,420.71 with additional labor changes of approximately \$3,400 that have yet to be posted to the account. A supplemental appropriation of \$20,000 will cover the cost of the pump, address the negative balance, and provide a small amount of funds for charges during the remainder of the fiscal year.

Item 2: Hach Turbidimeters:

The cost of the turbidimeters is \$31,569.48. Staff is requesting a supplemental appropriation from unallocated Water Fund to Account No. 7120-69201.

Item 3: 14-ft Boat and Trailer:

The cost of the boat and trailer is \$5,696.52. There is \$23,689 available in the Vehicle Replacement Fund (Account No. 6610-69420) for the replacement of the sample boat.

Item 4: WEMCO Pump Motors:

The cost of the WEMCO pump motors is \$64,189.13. There is \$948,607.44 available in Account No. 981105-65501 (Lift Station Improvements).

Item 5: WECO Industries CCTV Equipment:

The cost of the CCTV equipment is \$87,170.39. Staff is requesting a supplemental appropriation from unallocated Wastewater Fund to Account No. 8110-69201.

Alternatives:

1. Deny the purchase of one or more of the acquisition requests.
2. Direct staff to request one or more of the acquisitions in the Fiscal Year 21/22 budget.
3. Direct staff to issue a Request for Quotations for any of the sole source items.

Recommendation:

A. Approve the following mid-year capital acquisition purchases:

1. Town Center Fountain Pump
2. Hach Turbidimeters
3. 14-ft Boat and Trailer
4. WEMCO Pump Motors
5. WECO Industries CCTV Equipment:
 - a. Mud-Master Steerable Transporter for Pipe Size 24"-200"
 - b. OZIII Camera Assembly
 - c. CPR Compact Pipe Ranger

B. Authorize a supplemental appropriation and related transfers in the amount of \$20,000 from unallocated General Fund to Account No. 901028-65501 for the Town Center Fountain Pump (Item 1).

C. Authorize a supplemental appropriation and related transfers in the amount of \$31,569.48 from unallocated Water Fund to Account No. 7120-69201 for the Hach Turbidimeters (Item 2).

D. Authorize a supplemental appropriation and related transfers in the amount of \$87,170.39 from unallocated Wastewater Fund to Account No. 8110-69201 for WECO Industries (Item 5).

E. Adopt a Resolution awarding the purchase of the Turbidimeters (Item 2) to Hach Company of Loveland, CO in the amount of \$31,569.48, with the finding that it is in the best interest of the City.

F. Adopt a Resolution awarding the purchase of three WEMCO Pump Motors (Item 4) to Muniquip, LLC, of Roseville, CA in the amount of \$64,189.13, with the finding that it is in the best interest of the City.

G. Adopt a Resolution awarding the purchase of a Mud-Master Steerable Transporter, OZIII Camera Assembly, and CPR Compact Pipe Ranger (Item 5) to WECO Industries of Vacaville, CA in the amount of \$87,170.39, with the finding that it is in the best interest of the City.

Attachments:

1. Town Center Fountain Pump Quotes
2. Resolution – Item 2 Hach Turbidimeters
 - a. Hach Quote
3. 14-ft Boat and Trailer Quotes
4. Resolution – Item 4 WEMCO Pump Motors
 - a. WEMCO Quote
5. Resolution – Item 5 WECO Industries CCTV Equipment
 - a. WECO Industries Quote

Prepared by:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted by:

/s/ Dave Vaughn

Dave Vaughn
City Manager

Reviewed by:

Finance

City Attorney

SM

SLC by email

ATTACHMENT 1



35 Woodland Ave., Westwood, NJ 07675
 www.PumpProducts.com
 1-800-429-0800

2 Branches to Serve You Better!

Westwood Branch
 35 Woodland Ave.,
 Westwood, NJ 07675
 Phone: 551-800-5518
 Fax: 201-497-6596

Wallington Branch
 190 Main Ave.,
 Wallington, NJ 07057
 Phone: 973-859-9981
 Fax: 973-246-8167

PRICE QUOTE

Page 1

Printed 02/09/21 MS

Quoted
 MIKE S QUOTES
 35 WOODLAND AVE
 WESTWOOD NJ 07675
 Tel:800-429-0800 Fax:

Ship To
 MIKE S QUOTES
 35 WOODLAND AVE
 WESTWOOD NJ 07675

Quote # QP01436	Quote Date 02/09/2021	Exp Date 03/11/2021	Customer # 0092248	Customer P/O #	Ship Via BEST	Writer MS
Job ID			Customer Terms Cash In Advance		Salesman HOUSE	

Product	Description	UM	Quant	Unit Price	Extension
PAC-98879158	***** * ITEM IS SPECIAL ORDER/ * CUSTOM-CONFIGURED * NON-RETURNABLE * NON-CANCELLABLE UPON ORDER * APPROVAL.* * ***** PACO EA 10-60951-1A0008-1852P-7.50-7.8 9"		1	5966.1193	5966.12

X: _____ (Accepted by)	Sub Total	\$5,966.12	Total
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
			\$5,966.12

<p>MESSAGE</p> <p>THANK YOU FOR THE OPPORTUNITY OF EARNING YOUR BUSINESS! ALL QUOTES ARE VALID FOR 30 DAYS!</p>	<p>TERMS</p> <p>Terms & Conditions FOLLOW THIS LINK FOR OUR POLICY https://www.pumpproducts.com/returns-policy</p>
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MANUFACTURERS EDGE INC.



REMIT TO: Manufacturers Edge, Inc.
5044 Industrial Road, Suite C
Farmingdale, NJ 07727
www.pumpcatalog.com
Phone: (800) 810-1053
Fax: (732) 223-2587

Quote	
Quote #:	Q-00153039
Date Quote:	1/25/2021
Expiry Date:	4/25/2021
Sales Rep:	Matthew Ponicsan Email: matthew@pumpcatalog.com Phone: (732) 372-0678
Prepared For:	Jacob Prado City of Yuba City Email: jprado@yubacity.net Phone: (530) 788-5229

Bill To: City of Yuba City

Ship To: City of Yuba City

Credit Terms: CREDIT CARD

Shipping: in 2-3 weeks

Customer Notes: Quote is based solely on the casting number and motor information provided. Drawing and curve attached for reference, please confirm this is correct. Impeller diameter will need to be confirmed before purchase. ***PARTS QUOTED ARE BASED ON ASSUMING THE MODEL IS 10-60951-1A0001 BASED ON THE CASTING NUMBER. PLEASE NOTE PARTS ARE NON-REFUNDABLE***

Shipping Method: BEST WAY

Thank you for the opportunity to provide you with the following quotation.

Quantity	Product Code	Line Item Description	Unit Price	Unit Of Measure	Total Price
1.0000	10-60951-1A0008-1852P	Paco End Suction Pump, model 10-60951-1A0008-1852P, cast iron bronze fitted with 304ss impeller and buna carbon vs. ceramic mechanical seal, close coupled to a 20hp/1800/230-460/3 ODP Premium Efficient motor and 7.50" to 8.00" diameter impeller (TBD) (640lbs)	6,385.00		6,385.00
1.0000	K1062-H304	PACO IMPELLER KIT	2,030.00		2,030.00
1.0000	K127-1	Paco Seal & Gasket Kit	400.00	Each	400.00
1.0000	05017901B	PACO Shaft Sleeve, 1.75	145.00	Each	145.00



Kinney Electric and Power Transmission

QUOTE

720 Bridge Street
 Yuba City, CA. 95991
 530-673-3450 Fax 530-673-3663
kinneyelectric@sbcglobal.net

QUOTE NO. PLUMAS
 DATE February 4, 2021

EXPIRATION DATE

TO CITY OF YUBA CITY

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Bk	FOUNTAIN	Net 30	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	10-60951 PACO PUMP CENT 20HP 230/460/3 1400RPM@40FT HEAD	\$ 7,302.25	\$ 7,302.25
1.00	FRT 2-3 WEEKS LEAD	425.00	425.00
	QUOTE BASED SOLELY ON THE CASTING NUMBER AND MOTOR DATA		
	PROVIDED. DRAWING AND CURVE ATTACHED FOR CUSTOMER		
	CONFIRMATION. CONFIRMATION ON IMPELLAR WILL NEED TO		
	BE CONFIRMED ON ORDER		
1.00	REPLACEMENT PARTS ONLY FOR PUMP AND MOTOR BEARING	3,192.60	3,192.60
1.00	FRT	50.00	50.00
1.00	RECONDITION OF PUMP	4,085.42	4,085.42
1.00	FRT	50.00	50.00
	INCLUDES BEARINGS,CL,MISC,IMP KIT, SLEEVE, SLINGER, SL		
	PARTS ARE BASED SOLELY ON SERIAL NUMBER, WITHOUT MODEL		
	A IMPELLAR TRIM WILL BE NEEDED AT TIME OF ORDER AND PARTS		
	ARE NON REFUNDABLE DUE TO LACK OF PUMP INFO PER MANUFACT		

Quotation prepared by: _BK

This is a quotation on the goods named, subject to the conditions noted below:
 (Describe any conditions pertaining to these prices and any additional terms of the agreement.
 You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

SUBTOTAL	
SALES TAX	
TOTAL	

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF TEN (10) TURBIDIMETERS TO HACH COMPANY OF
LOVELAND, CO**

WHEREAS, the City of Yuba City desires to standardize instruments at the Water Treatment Plant; and,

WHEREAS, the existing instruments, including turbidimeters, at the Water Treatment Plant are manufactured by Hach; and,

WHEREAS, ten (10) existing turbidimeters need to be replaced; and,

WHEREAS, in order to continue with the current standard, the City desires to purchase new turbidimeters manufactured by Hach; and,

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is a proprietary system with unique performance specifications and staff has significant training and experience with the program; and,

WHEREAS, the City desires to award the purchase of ten (10) turbidimeters to Hach Company of Loveland, CO in the amount of \$31,569.48.

NOW, THEREFORE, be it resolved by the City Council of Yuba City that the purchase of ten (10) turbidimeters be awarded to Hach Company of Loveland, CO in the amount of \$31,569.48, with the finding that it is in the best interest of the City. The City Manager or designee is authorized to purchase the same.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of March 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Quote from Hach Company dated February 19, 2021



Be Right™

Quotation

Quote Number: 100491069v5

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 19-Feb-2021

Quote Expiration: 19-Apr-2021

CITY OF YUBA CITY

Name: Rene Garcia
Phone: 530-741-4636
Email: rgarcia@yubacity.net

Customer Account Number : 821419

Sales Contact: Gary Doty Email: gdoty@hach.com Phone: 916-605-6925

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFID,EPA. Standard lead time 15 days.	9	2,760.24	24,842.16
2	LPV442.99.03012	KTO: TU5200, Lab Turb with RFID, EPA	1	3,875.31	3,875.31
3	27	Simplified freight charge	1	717.94	717.94
				Subtotal	\$ 29,435.41
				Estimated Tax @ 7.25%	\$ 2,134.07
				Grand Total	\$ 31,569.48

NOTES

Tax is included on the quotation as a manually calculated estimate at 7.25%

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

- ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
- Complete Billing address.
 - Complete Shipping address.
 - Part numbers and quantities of items being ordered.
 - Please reference the quotation number on your purchase order

- If the order is over \$25,000 Hach will also require the following additional information.
- Pricing
 - Purchase Order Number
 - Freight terms and INCO term FOB Origin or FCA Shipping Point
 - Required delivery date
 - Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
 - Credit terms of payment. Default payment terms are Net 30.
 - Indicate if order needs to ship complete or if it can ship partial.
 - Tax status
 - Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase

Sales Contact:
Name: Gary Doty
Title: Regional Sales Manager
Phone: 916-605-6925
Email: gdoty@hach.com



HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- 1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - 2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - 3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - 4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

ATTACHMENT 3

[\(tel:8047986654\)](tel:8047986654) [\(/map-and-directions-dealership--hours\)](/map-and-directions-dealership--hours)



[\(/default.asp?page=xAllInventory&unitid=1797517\)](/default.asp?page=xAllInventory&unitid=1797517) 2021 Lowe Boats L1648M Aura

Lowe Boats L1648 M AURA

(SHOWN ON OPTIONAL TRAILER)THAT MEANS TRAILER IS AN EXTRA CHARGE IF NEEDED

THIS IS A 15 " TRANSOM
10 YEAR WARRANTY / HULL .072 GA. / FLOOR
1014 LB CAPACITY PERSONS MOTOR AND GEAR
4 PEOPLE MAX / 35 HP MAX

Economical, durable and reliable, the Lowe L 1648 MT Aura is a no-nonsense workhorse that always gets the job done. There's a reason anglers and hunters have been choosing Lowe Jon boats for generations: Award-winning customer satisfaction and top-quality construction mean you can always count on a Lowe.

Features may include:

Driver and Passenger Seats

- Aft bench seat

Fishing Seats

- Bow fishing seat ready

Grab Handles

- 2 Transom handles

Storage Compartments


- Ample bow under deck storage

GET A QUOTE [▶ \(/--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=1797517\)](/--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=1797517)

Selling Price -

\$3,700.00

 **GET A QUOTE** (/--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=1797517) ▶

 **TRADE VALUE** (/--XT-XTRADE_VALUE?FR=XNEWINVENTORYDETAIL&OID=1797517) ▶

 **GET FINANCING** (HTTPS://SECURE-FINANCING.DEALERSPIKE.COM/FINANCEAPP/FINANCE_APP.PHP?DEALERSHIP=EDSMARINESUPERSTORE&DID=2147&LOCALE=EN-US&OID=1797517&FR=XNEWINVENTORYDETAIL&YEAR=2021&MAKE=LOWE+BOATS&MODEL=L1648M+AURA&VTYPE=&LOCATION=ASHLAND%2C+VIRGINIA&FR=XNEWINVENTORYDETAIL&CON ▶

 **CONTACT US** (/--XT-XCONTACT?FR=XNEWINVENTORYDETAIL&OID=1797517) ▶

 **SEND TO A FRIEND** (/DEFAULT.ASP?PAGE=XSENDTOFRIEND&FR=XNEWINVENTORYDETAIL&OID=1797517) ▶

 **INSURANCE QUOTE** (HTTP://WWW.PROGRESSIVE.COM/INSURANCE/BOAT/QUOTE-IN-MINUTES.ASPX?CODE=8022600001&URL=WWW.EDSMARINESUPERSTORE.COM&FR=XNEWINVENTORYDETAIL) ▶

 **PRINT** (/DEFAULT.ASP?PAGE=XNEWINVENTORYDETAIL&ID=1797517&FORMAT=PRINT&UNIT=-LOWE-BOATS-L1648M-AURA-ASHLAND-VIRGINIA-ID-1797517) ▶

(//www.addthis.com/bookmark.php?v=250&pubid=ra-510058cc38e77c14)

INFO ▲

Lowe Boats L1648 M AURA

(SHOWN ON OPTIONAL TRAILER)THAT MEANS TRAILER IS AN EXTRA CHARGE IF NEEDED

THIS IS A 20" TRANSON
10 YEAR WARRANTY / HULL .072 GA. / FLOOR
1014 LB CAPACITY PERSONS MOTOR AND GEAR
4 PEOPLE MAX / 35 HP MAX

Economical, durable and reliable, the Lowe L 1648 MT Aura is a no-nonsense workhorse that always gets the job done. There's a reason anglers and hunters have been choosing Lowe Jon boats for generations: Award-winning customer satisfaction and top-quality construction mean you can always count on a Lowe.

Features may include:

Driver and Passenger Seats

- Aft bench seat

Fishing Seats

- Bow fishing seat ready

Grab Handles

- 2 Transom handles

Storage Compartments

- Ample bow under deck storage

PHOTOS ▼

SPECIFICATIONS ▼

Sale Price

(/--xt-xInquiry?fr=xNewInventoryDetail&oid=1797517)

Location

Condition

GET A QUOTE ▶ (/--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=1797517)

\$3,700.00

Ashland, Virginia

New

Year	2021
Make	Lowe Boats
Brand	LOWE
Model	L1648M Aura
Length	16' 0"
Beam	70" (177.80 cm)
Propulsion	Single Outboard
Hull Material	Aluminum
Width	Bottom: 48" (121.92 cm)

Recommendations

2021 Lowe Boats L1652MT Jon
(/default.asp?page=xNewInventoryDetail&id=1472386)

GET A QUOTE ▶ (/--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=1797517)

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◀ (/default.asp?page=xAllInventory&unitid=6460744)

2021 Lowe Boats L1648 MT AURA

PRICE IS BOAT HULL ONLY... STOCK #3055k ***NOTE*** LOWE BOATS HAS COMPLETELY SOLD OUT IS PRODUCTION FOR 2021 MODEL YEAR...WE ARE NO LONGER ACCEPTING ORDERS FOR 2021. UNFORTUNATELY THIS PANDEMIC HAS COMPLETELY STRAINED THE MARINE INDUSTRY. THANKS TO ALL WHO HAVE STEPPED UP TO THE PLATE *** ADD THE FACOTRY BLACK PAINTED TRAILER FOR \$998.00. *** ADD THE BOW MOUNT TROLLING MOTOR PLATE FOR \$38.00 *** ADD THE LOWE FACTORY SIDE CONSOLE STEERING KIT, WITH MERCURY CONTROLS AND CABLES, (NOT INSTALLED) \$695.00

HERE NOW

000

Selling Price -





\$3,795.00

🗨 GET A QUOTE (/--XT-XINQUIRY?FR=XNEWINVENTORYDETAIL&OID=6460744)

↔ TRADE VALUE (/--XT-XTRADE_VALUE?FR=XNEWINVENTORYDETAIL&OID=6460744)

💰 GET FINANCING (HTTPS://SECURE-FINANCING.DEALERSPIKE.COM/FINANCEAPP/FINANCE_APP.PHP?DEALERSHIP=BIGBEEBOATS&DID=6348&LOCALE=EN-US&OID=6460744&FR=XNEWINVENTORYDETAIL&YEAR=2021&MAKE=LOWE+BOATS&MODEL=L1648+MT+AURA&VTYPE=&LOCATION=DUNCANNON%2C+PENNSYLVANIA&FR=XNEWINVENTORYI



-  [CONTACT US \(/--XT-XCONTACT?FR=XNEWINVENTORYDETAIL&OID=6460744\)](/--XT-XCONTACT?FR=XNEWINVENTORYDETAIL&OID=6460744) ▶
-  [SEND TO A FRIEND \(/DEFAULT.ASP?PAGE=XSENDTOFRIEND&FR=XNEWINVENTORYDETAIL&OID=6460744\)](/DEFAULT.ASP?PAGE=XSENDTOFRIEND&FR=XNEWINVENTORYDETAIL&OID=6460744) ▶
-  [INSURANCE QUOTE \(HTTP://WWW.PROGRESSIVE.COM/INSURANCE/BOAT/QUOTE-IN-MINUTES.ASPX?CODE=8022600001&URL=WWW.BIGBEEBOATS.COM&FR=XNEWINVENTORYDETAIL\)](HTTP://WWW.PROGRESSIVE.COM/INSURANCE/BOAT/QUOTE-IN-MINUTES.ASPX?CODE=8022600001&URL=WWW.BIGBEEBOATS.COM&FR=XNEWINVENTORYDETAIL) ▶
-  [PRINT \(/DEFAULT.ASP?PAGE=XNEWINVENTORYDETAIL&ID=6460744&FORMAT=PRINT&UNIT=-LOWE-BOATS-L1648-MT-AURA-DUNCANNON-PENNSYLVANIA-ID-6460744\)](/DEFAULT.ASP?PAGE=XNEWINVENTORYDETAIL&ID=6460744&FORMAT=PRINT&UNIT=-LOWE-BOATS-L1648-MT-AURA-DUNCANNON-PENNSYLVANIA-ID-6460744) ▶

(//www.addthis.com/bookmark.php?v=250&pubid=ra-510058cc38e77c14)

INFO ▲

NOTE LOWE BOATS HAS COMPLETELY SOLD OUT IS PRODUCTION FOR 2021 MODEL YEAR...WE ARE NO LONGER ACCEPTING ORDERS FOR 2021. UNFORTUNATELY THIS PANDEMIC HAS COMPLETELY STRAINED THE MARINE INDUSTRY. THANKS TO ALL WHO HAVE STEPPED UP TO THE PLATE durable and reliable, the Lowe L 1648 MT Aura is a no-nonsense workhorse that always gets the job done. There's a reason anglers and hunters have been choosing Lowe Jon boats for generations: Award-winning customer satisfaction and top-quality construction mean you can always count on a Lowe.

Please note: This boat model may or may not be in-stock. A Nationally Advertised Price, if listed, may change without notice or include accessories not fully described herein. Please contact your local, authorized dealer for exact details on model availability and package pricing.

PHOTOS ▼

Sale Price	\$3,795.00
(/-xt-xInquiry?fr=xNewInventoryDetail&oid=6460744)	
Location	Duncannon, Pennsylvania
Condition	New
Stock Number	3055K
Year	2021
Make	Lowe Boats
Model	L1648 MT AURA
HIN	LWC03055K021
Color	DEAD GRASS GREEN
Length	15' 8"
Beam	5.83
Hull Material	Aluminum

Recommendations



ATTACHMENT 4

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF THREE (3) PUMP MOTORS TO MUNIQUIP, LLC, OF
ROSEVILLE, CA**

WHEREAS, the City of Yuba City desires to replace three (3) existing WEMCO pump motors at Lift Station No. 2; and,

WHEREAS, the City desires to purchase WEMCO pump motors as Lift Station No. 2 is currently set-up to accommodate WEMCO pump motors and installing a pump motor from another manufacturer will require costly modifications; and,

WHEREAS, Muniquip, LLC, of Roseville, CA, is the local area distributor for WEMCO products; and,

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is a proprietary system with unique performance specifications and staff has significant training and experience with the program; and,

WHEREAS, the City desires to award the purchase of three (3) pump motors to Muniquip, LLC, of Roseville, CA, in the amount of \$64,189.13.

NOW, THEREFORE, be it resolved by the City Council of Yuba City that the purchase of three (3) pump motors be awarded to Muniquip, LLC, of Roseville, CA, in the amount of \$64,189.13, with the finding that it is in the best interest of the City. The City Manager or designee is authorized to purchase the same.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of March 2021.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Quote from Muniquip, LLC, dated February 2, 2021



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



DATE: February 2, 2021

QUOTE MQ2021- 100405 REV1

TO: Joe Santana and Nate McCready

Yuba City WWTP Yuba City, CA

Duty Conditions 2250GPM 34TDH

Item #1 QTY 3 Replacement Motor 30HP

Motor: DRY-PIT SUBMERSIBLE (IMMERSIBLE) IMMERSIBLE

MOTOR, 30HP 1150RPM 1.0 SF, STANDARD OIL COOLING, 82 FEET CABLE,
FM, 460V, FE4A6-MIWK1FG+XC1A4MM-25

Back Cover Material: CAST IRON A48CL30 Shaft Material:

STAINLESS STEEL AISI420

Sealing Type Pump Side: PUMP SIDE: TYPE M, RUBBER BOOTED SINGLE
SPRING SEAL, SC/TC

Sealing Type Motor Side: MOTOR SIDE: TYPE F, RUBBER
BELLOWS SINGLE SPRING SEAL, SC/C

Total Price QTY 3 freight included and MuniQuip help with repair \$59,850.00

Discount included.

NOTES:

Sales tax is not included in above pricing.

Freight is F.O.B. factory.

Quotation is valid for 60 days.

This proposal is subject to the attached MuniQuip Terms & Conditions and/or the Terms and Conditions of the individual companies MuniQuip has quoted.

Best Regards,

MuniQuip, LLC

Don Reppond

Senior Sales Engineer

707-685-3757

donr@muniquipllc.com



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



TERMS AND CONDITIONS

1. Acceptance of this Order is final only upon written approval by MuniQuip, L.L.C. ("MQ").
2. The total sale price, as set forth on the first page hereof, including all tax, is payable by Purchaser as follows: One-Hundred percent (100%) within 30 days of notice of availability for shipment by the manufacturer. Any amount not paid when due shall bear interest at the rate of 18% *per annum*. Purchaser agrees to pay reasonable attorney's fees and all collection costs incurred by MQ if payment is not timely received. All payments by Purchaser shall be made without offset or deduction.
3. All prices are FOB source shipping point. MQ is not responsible for any loss during transit. Breakage or shortage claims arising from shipments shall be made by the Purchaser directly against the carrier. Purchaser will accept shipment within five (5) days of notice of availability from MQ.
4. Purchaser understands and acknowledges that the Equipment is not manufactured by MQ, and that MQ offers no representations or warranties of any kind or nature with respect to the Equipment. **SPECIFICALLY, MQ DOES NOT OFFER ANY EXPRESS OR IMPLIED WARRANTY OF DESCRIPTION, TITLE, OR CONDITION OF LIEN OR SECURITY INTERESTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** The only warranties with respect to the Equipment shall be those offered by the manufacturer, if any. The sole obligation of MQ shall be to assist Purchaser in connection with the presentation of any warranty claim to the Manufacturer. If applicable, MQ will assign all manufacturers' warranties to Purchaser or end user. Purchaser shall be responsible for all costs and labor for installation and start-up assistance of the Equipment.
5. MQ shall not be responsible for any loss, claim or damages resulting from any force majeure, including but not limited to strikes, accidents, unavailability of labor or materials, acts of God, weather conditions, inability of carrier to deliver, legislative, administrative, or executive law, order or requisition of any governmental entity, or any event not under the direct control of MQ. Any delay in delivery from the Manufacturer caused by a force majeure or action or inaction of the Manufacturer or carrier shall not be the responsibility of MQ.
6. In no event shall MQ be responsible for any liquidated, consequential or special damages arising from breach of this Agreement, any delay of delivery or any other cause.
7. Purchaser shall pay any sales, excise, or other government charge payable by MQ to federal, state or local authorities. Any such taxes now or hereafter imposed upon sales or shipments will be added to the

2024 Opportunity Drive # 130, Roseville, CA 95678, (916) 787-5641 office, (916) 787-5642 fax

www.muniquipllc.com



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



purchase price. Purchaser agrees to reimburse MQ for any such tax or to provide MQ acceptable tax exemption certificates.

8. Purchaser may not cancel this Order without the prior written consent of MQ, and in any event Purchaser shall be responsible for all costs, charges and fees caused by such cancellation, including labor expended, material procured, and reasonable overhead expenses applicable thereto.
9. Any failure of MQ to insist upon the performance of any term or condition of this Agreement or any prior quotations, agreements, orders, and acceptances or orders related thereto shall not be deemed to be a waiver of such term, condition, or any other right in the future.
10. The provisions hereof shall apply to all addendums or changes hereto although not specifically set forth therein, all of these terms and conditions being considered to be additional terms and conditions to any such addendum or change.
11. Purchaser agrees to inspect the Equipment immediately upon delivery. Any claim for shortages must be made to MQ within ten (10) days after shipment or shall be deemed waived. Any other claim by Purchaser, other than warranty claims against the manufacturer, shall be made within thirty (30) days after receipt of shipment, and if not made, shall be waived.
12. Purchaser agrees to provide and maintain adequate insurance against loss of or damage to the Equipment until the purchase price to MQ has been fully paid. Any loss or damage to the Equipment after transfer of possession shall not relieve the Purchaser from obligations under this Agreement.
13. This Agreement represents the final and complete understanding of the parties with respect to all terms and conditions of the sale of Equipment as contemplated hereby, and there are no other representations, promises or agreements, whether written or oral, made in connection herewith. Purchaser specifically understands and acknowledges that no agent, employee or representative of MQ has the authority to or has made any other representation, promise or agreement except as specifically set forth in this Agreement. No amendment to this Agreement shall be effective unless it is in writing and executed by both parties.
14. This Agreement shall be construed under the laws of the State of California, and any action arising hereunder shall be commenced in that state.

ATTACHMENT 5

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF TWO (2) TRANSPORTERS AND ONE (1) CAMERA TO
WECO INDUSTRIES OF VACAVILLE, CA**

WHEREAS, the City of Yuba City desires to replace two transporters and a camera that are used in conjunction with the City's CCTV Inspection Truck; and,

WHEREAS, the City's CCTV Inspection Truck utilizes proprietary equipment that is available through WECO Industries of Vacaville, CA; and,

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is a proprietary system with unique performance specifications and staff has significant training and experience with the program; and,

WHEREAS, the City desires to award the purchase of two (2) transporters and one (1) camera to WECO Industries of Vacaville, CA, in the amount of \$87,170.39.

NOW, THEREFORE, be it resolved by the City Council of Yuba City that the purchase of two (2) transporters and one (1) camera be awarded to WECO Industries of Vacaville, CA, in the amount of \$87,170.39, with the finding that it is in the best interest of the City. The City Manager or designee is authorized to purchase the same.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 2nd day of March 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Quote from WECO Industries dated February 5, 2021



Quote No. 20521

4971 Allison PKWY Suite A
Vacaville, CA 95688

(800) 677-6661 Fax: (707) 446-7933

QUOTATION

Customer

Contact TIM BYBEE
Company CITY OF YUBA CITY
Address 1185 MARKET STREET

Date 2/5/2021
Expiration 1/31/2022
Salesman BILL PIERCE
Terms N-30
Delivery PLUS FRT QUOTED
FOB PLUS FRT QUOTED

City YUBA CITY State CA Zip 95991
Phone 1-530-415-6334 Fax

Item	Qty	U/M	Part No.	Description	Unit Price	TOTAL
1	1	EA	TM600	<p>FOR USE WITH OZII CAMERA MUD-MASTER STEERABLE TRANSPORTER FOR PIPE SIZE 24" - 200" INCLUDES: ELECTRIC LIFT DUAL MOTOR AND TRANSMISSION CHAIN DRIVEN, ALL WHEEL DRIVE DUAL PNEUMATIC WHEEL SET 255 WATT EXTERNAL LIGHTING SYSTEM SET OF 8 KNOBBY WHEELS & TIRES REMOTE OPERATED POWER LIFT</p> <p>SUB-TOTAL</p> <p>CA STATE SALES TAX @ 7.25 %</p> <p>FREIGHT</p> <p>GRAND TOTAL DELIVERED</p>	<p>\$36,167.33</p> <p>\$36,167.33</p> <p>\$2,622.13</p> <p>\$750.00</p> <p>\$39,539.46</p>	
				<p>FOR USE WITH OZIII CAMERA, WITH SONDE ADD</p>		
1	1	EA	MZ323-3	ADAPTER TUBE FOR OZIII CAMERA, WITH SONDE	\$2,395.00	
2	1	EA	MZ341-2	CABLE ASSEMBLY FOR EXTERNAL LIGHTS	\$282.31	
3	1	EA	MZ134	BRACKET MTG, SPLITER CABLE	\$62.38	
4	1	EA	HW134	SCREW, CAP SOC HEAD 10-32X5/8, SST	\$1.10	
				<p>SUB-TOTAL</p> <p>CA STATE SALES TAX @ 7.25 %</p> <p>FREIGHT (ZERO IF ORDERED WITH SMM)</p> <p>GRAND TOTAL DELIVERED</p>	<p>\$2,740.79</p> <p>\$198.70</p> <p>\$0.00</p> <p>\$2,939.49</p>	

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Subtotal	
Shipping & Handling	
Taxes	
Other	
TOTAL	



Quote No. 020521

4971 Allison PKWY Suite A
Vacaville, CA 95688

(800) 677-6661 Fax: (707) 446-7933

QUOTATION

Customer

Contact Tim Bybee
Company Yuba City
Address 1185 Market Street

Date 2/5/2021
Expiration 1/30/2022
Salesman Bill Pierce
Terms NET-30
Delivery TBD
FOB PLUS FRT

City Yuba City State CA Zip 95991
Phone 1-530-415-6334

Item	Qty	U/M	Part No.	Description	Unit Price	TOTAL
				OZIII CAMERA ASSEMBLY MULTI CONDUCTOR		
	1	EA	MZ330-2L	OZIII CAMERA ASSEMBLY M/C LED LIGHTS WITH 512hz SONDE	\$ 23,156.45	
				SUB-TOTAL	\$ 23,156.45	
				CA STATE SALES TAX @ 7.25%	\$ 1,678.84	
				FREIGHT	\$ 160.00	
				TOTAL DELIVERED AND TRAINED	\$ 24,995.29	

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Subtotal	
Shipping & Handling	
Taxes	
Other	
TOTAL	



Quote No. 20521

4971 Allison Pkwy Suite A
Vacaville, CA 95688

(800) 677-6661 Fax: (707) 446-7933

QUOTATION

Customer
Contact TIM BYBEE
Company CITY OF YUBA CITY
Address 1185 MARKET STREET

Date 2/5/2021
Expiration 1/31/2022
Salesman BILL PIERCE
Terms Net 30
Delivery DESTINATION
FOB DESTINATION

City YUBA CITY State CA Zip 95991
Phone 1-530-415-6334 Fax

Item	Qty	U/M	Part No.	Description	Unit Price	TOTAL
1	1	EA	WM360	CPR COMPACT PIPE RANGER WITH 6" RUBBER WHEELS	\$18,154.91	
				SUB-TOTAL	\$18,154.91	
				CA STATE SALES TAX @ 7.25%	\$1,316.23	
				FREIGHT	\$225.00	
				GRAND TOTAL DELIVERED	\$19,696.14	

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Subtotal	
Shipping & Handling	
Taxes	
Other	
TOTAL	