



**SPECIAL NOTICE REGARDING  
CORONAVIRUS DISEASE 2019 (COVID-19)  
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

**BOARD OF DIRECTORS WORKSHOP - ENGINEERING  
TUESDAY, NOVEMBER 8, 2022 – 2:00 P.M.**

**PUBLIC PARTICIPATION**

Public participation is welcome and encouraged. You may participate in the November 8, 2022, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

**Dial-in Info: (877) 853 5247 US Toll-free**

**Meeting ID: 753 841 573**

**PASSCODE: 3802020**

**<https://sbvmwd.zoom.us/j/753841573>**

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to [comments@sbvmwd.com](mailto:comments@sbvmwd.com) with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, November 7, 2022. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

**IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.**



**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**  
380 E. Vanderbilt Way, San Bernardino, CA 92408

**BOARD OF DIRECTORS WORKSHOP - ENGINEERING**

**AGENDA**

**2:00 PM Tuesday, November 8, 2022**

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**CALL TO ORDER**

Chairperson: Director Harrison

Vice-Chair: Director Hayes

**1) INTRODUCTIONS**

**2) PUBLIC COMMENT**

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

**3) DISCUSSION AND POSSIBLE ACTION ITEMS**

3.1 Consider Developing an Agreement with Metropolitan Water District of Southern California for Proposed Intertie between Foothill Pump Station and Inland Feeder (Page 3)

[Staff Memo - Consider Developing an Agreement with Metropolitan Water District of Southern California for Proposed Intertie between Foothill Pump Station and Inland Feeder Proposed plan for the Intertie between the FPS and Inland Feeder](#)

3.2 Consider Equipment Procurements for the Central Feeder - East Branch Extension Intertie Project (Page 7)

[Staff Memo - Consider Equipment Procurements for the Central Feeder - East Branch Extension Intertie Project](#)

[Pratt Co. Quote #Q-022-2840 Rev: 0, dated August 22, 2022](#)

[Southwest Valve and Equipment Quote #D08-1322-1, dated August 13, 2022](#)

[Southwest Valve and Equipment Quote #D08-1922-2, dated August 19, 2022](#)

**4) FUTURE BUSINESS**

**5) ADJOURNMENT**

PLEASE NOTE:

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at [www.sbvmd.com](http://www.sbvmd.com) subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



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**DATE:** November 8, 2022

**TO:** Board of Directors' Workshop - Engineering

**FROM:** Mike Esquer, Senior Project Manager  
Wen Huang, Chief Engineer/Deputy General Manager

**SUBJECT:** Consider Developing an Agreement with Metropolitan Water District of Southern California for Proposed Intertie between Foothill Pump Station and Inland Feeder

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**Staff Recommendation:**

Staff is recommending the Board authorize Staff to develop an agreement with the Metropolitan Water District of Southern California (MWDSC) to facilitate the design and construction of the proposed Intertie specifically for the Foothill Pump Station (FPS) pumping operations from the MWDSC's Diamond Valley Lake (DVL) to the MWDSC's Foothill Feeder.

**Summary:**

MWDSC is proposing a new intertie that will facilitate MWDSC to deliver stored water in DVL to its northeastern service area, which stretches from the City of Azusa to the City of Rancho Cucamonga. The use of the FPS is needed to boost the water by 150 feet to the upper end of the MWDSC's Foothill Feeder System below the Devil Canyon Afterbay No. 2 (DCA2). The proposed operation is necessary for MWDSC to meet their demands at times when the SWP allocation is low. Based on the initial discussion, MWDSC will pay for all design, engineering, CEQA and construction for the Project. In addition, MWDSC will reimburse the Valley District for all associated pumping costs during this operational scenario. Consistent with the cooperative spirit of the Coordinated Operating Agreement (COA) that the District has entered with MWDSC, an agreement for this arrangement will be developed for consideration by the Board of Directors in the future.

**Background:**

In June 2021, Valley District and MWDSC executed a Coordinated Operating Agreement (COA) which encourages coordinated use of facilities, where practical, mutual aid and allows MWDSC to purchase Valley District's surplus SWP supplies. The COA provides a framework for coordinated operation of their respective resources within Valley District to increase reliability of their respective water supplies but does not include specific terms.

Valley District's FPS was designed and constructed in 2004 with funding provided by MWDSC to initially fill the DVL while the tunneling section of the Inland Feeder in the San Bernardino Mountains was still being completed. The cost of the FPS was approximately \$9.6M in 2004. Additionally, operation of the FPS also facilitates greater flows to be conveyed by maintaining the required hydraulic grade line (HGL) in the Foothill Pipeline for water deliveries east of the FPS. The FPS boosts the HGL in the Foothill pipeline during times when flows are larger than 120 cfs.

As the persistent statewide drought continues, District staff was approached by MWDSC staff in early 2022 to discuss the potential use of the FPS to allow MWDSC to move stored water from DVL to their Foothill Feeder below DCA2. This water delivery operation is needed for MWDSC to insure deliver of the minimum amount of water needed to meet their minimum water demands during extended drought periods. As part of the discussion, MWDSC was requested to verify that the FPS operation of moving District's SWP water will not be affected with the proposed concept. Through the review of hydraulic models developed by MWDSC and the proposed plan by MWDSC, Staff confirmed that the proposed Project will not affect our ability to deliver SWP water through the Foothill Pipeline to the Citrus Reservoir and easterly to the Greenspot Pump Station. In addition, this Project provides system improvements that will enhance future operations of the FPS and open the opportunity for Valley District to access water in DVL for exchange of SWP water or during extended outages or emergency, although it is not currently part of the arrangements with MWDSC.

Should the Board of Directors wish to proceed with this arrangement, Staff will be working with our SCADA Controls Integrator, Beavens Systems, to develop the required programming and controls necessary to provide safe and reliable operations of the facilities. Staff will bring the required modifications for the controls and associated costs to the Board of Directors for consideration in the future as the development of the plans and operations continues to be refined.

Additionally, consistent with the cooperative spirit of the COA, a companion agreement will be developed for consideration by the Board of Directors in the future. The agreement, in general, will consist of the following draft terms:

#### **Operation**

- MWDSC and Valley District will coordinate the operation of the valve and flows between the FPS and the Inland Feeder.
- Surge tanks will be operated to provide protection to Valley District's FPS (including supply and discharge piping) for water deliveries to DCA2 through Inland Feeder.
- Valley District may use the surge tanks to protect the Foothill Pipeline at their discretion.

### **Maintenance and Repair**

- MWDSC will be responsible for the maintenance and repair of the pipeline from Inland Feeder to the combo valve vault.
- MWDSC will be responsible for the maintenance and repair of the combo vault and valves inside.
- Responsibility for maintenance and repair of the surge tanks will be maintained by TBD (Under Discussion)

### **MWDSC Access to Property**

- MWDSC will have access to the property pursuant to a mutually agreed upon instrument that has been executed by both parties and clearly defines all relevant terms.

### **Costs**

- MWDSC will be responsible for the design and construction costs associated with the pipeline between the Inland Feeder to the FPS.
- MWDSC will be responsible for the design and construction of the surge tank systems and valves.
- MWDSC will be responsible for the costs to maintain and repair the combo vault and valves inside.
- MWDSC will reimburse Valley District all energy costs to pump water for MWDSC's benefit.
- TBD - Responsibility for the costs to maintain and repair of the surge tanks. (Discussion Item)
- Valley District will be responsible for any repair costs to the surge tanks if damaged while Valley District uses the surge tanks when the FPS is not delivering water to the Inland Feeder for MWDSC's benefit.

### **Term**

- The term is coterminous with the existing COA.

### **District Strategic Plan Application:**

The MWDSC and District partnership on this Project demonstrates the District's mission, vision, values and strategies of working collaboratively to provide reliable and sustainable water supply for the region, being innovative and driven, building trust by being a collaborative and resourceful partner, and maximizing the value of the region's water assets just to name a few key applications.

### **Fiscal Impact:**

There will be minimal cost impacts for Valley District for SCADA programming of the existing FPS controls for integration during the MWDSC pumping operation. Estimated costs of between \$40k to \$60k. These costs will be included in the FY23/24 General Fund budget for consideration by the Board of Directors. MWDSC will pay all other capital improvement costs and any other miscellaneous costs associated with the proposed project.


### **Attachment:**

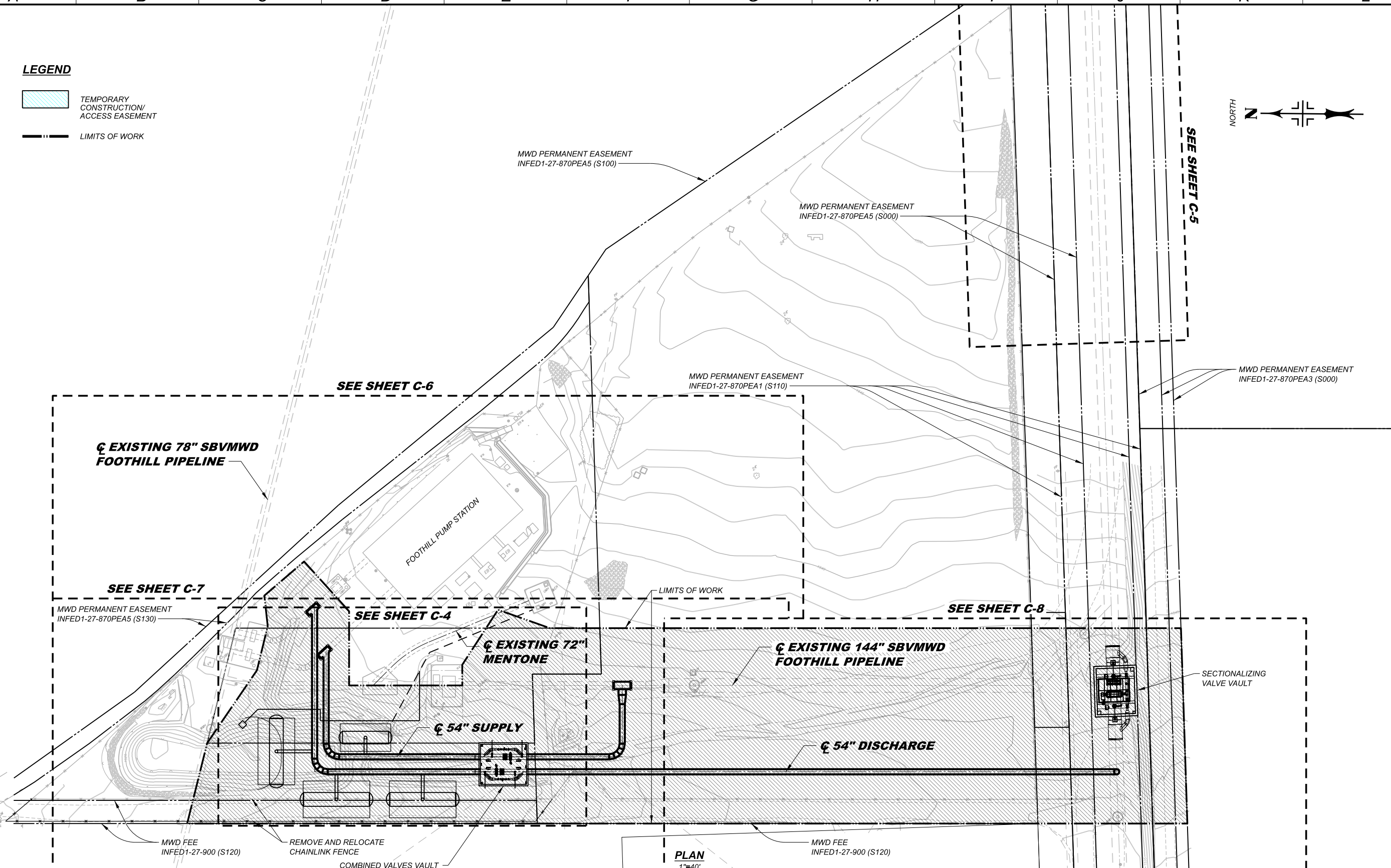
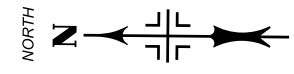
Proposed plan for the Intertie between the FPS and Inland Feeder

A B C D E F G H I J K L

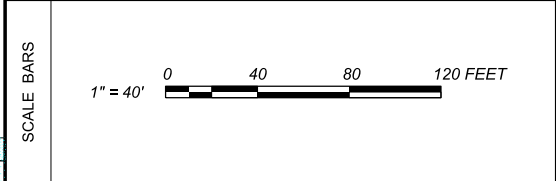
1  
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**LEGEND**

-  TEMPORARY CONSTRUCTION/ ACCESS EASEMENT
-  LIMITS OF WORK



**2049**




STAMPING ENGINEER IS RESPONSIBLE FOR CURRENT DRAWING REVISION

**FINAL PDR  
SUBMITTAL  
AUGUST 3, 2022**

**PLAN**  
1"=40"

ISSUE DESCRIPTION  
PRELIMINARY DESIGN REPORT

ISSUE DATE AUGUST 2022



DESIGNED CONSULTANT  
DRAWN CONSULTANT  
CHECKED

FOR DRAWING APPROVALS SEE  
**B-000000**

CONVEYANCE SYSTEM  
**INLAND FEEDER**  
INLAND FEEDER - SBVMWD FOOTHILL PUMP STA INTERTIE, PHASE 1

**OVERALL SITE PLAN**

SPECIFICATIONS	2049
PROJECT NUMBER	105340
SHEET	C-3
DWG	B-000000
REV	0



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**DATE:** November 8, 2022

**TO:** Board of Directors' Workshop - Engineering

**FROM:** Wen Huang, Chief Engineer/Deputy General Manager  
Brent Adair, Project Manager II

**SUBJECT:** Consider Equipment Procurements for the Central Feeder - East Branch Extension Intertie Project

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**Recommendations:**

Staff recommends that the Board of Directors forward the equipment procurements with an estimated cost of \$100,637 to the next Board of Directors' meeting for consideration of approval.

**Summary:**

The purpose of this memorandum is to discuss procurement of guard valves, air release vacuum relief valves (ARV) and bypass/isolation valves for the Central Feeder – East Branch Extension (CF-EBX) Intertie Project (Project). The advanced procurement of long lead-time equipment for the Project will allow the District to shorten the construction schedule time, reduce overall Project costs and have greater control of the equipment being purchased. The District previously purchased the flow meters and flow control valves for this Project.

**Background:**

The Project consists of construction of pipeline and appurtenances that will connect the Central Feeder pipeline to the EBX. The Central Feeder moves water from the San Bernardino Basin Area to the eastern portion of the District's service area via the Redlands Pump Station. Through the Project, the Central Feeder will connect to the recently completed (2017) EBX-II pipeline to facilitate delivery to entities on the eastern end of our service area, including Yucaipa Valley Water District and South Mesa Water Company, and San Geronio Pass Water Agency, that expressed interests in participating in conjunctive use programs. In 2019, the District was awarded a United



States Bureau of Reclamation (USBR) grant, which provides matching funds up to a total of \$750,000 for the Project. Staff estimates the construction cost, including procurements, of the Project is approximately \$2.2M. Like the approach used previously on District Projects, advanced procurement of long-lead components for the Project is recommended as it allows for a shortened construction schedule for the project. Further, advanced procurement of equipment saves money because the construction contracts allow for up to a 15% markup on equipment procured by contractors. This approach also allows the District ultimate control over the type and quality of components being purchased.

The following appurtenances are being proposed for advanced procurements:

Guard Valves (24" and 42"):

One 24" and one 42" guard valves are needed for the facility to allow for isolation of piping, flow direction changes, and maintenance of facility meters and appurtenances. Typically, the District uses Henry Pratt butterfly valves for this type of operation. The manufacturer, Henry Pratt Co., provided a quote of \$32,140, excluding tax, delivery and startup. It is estimated that the tax, delivery and startup will be approximately \$5,000. The total estimated cost of the guard valves is \$37,140. It is estimated that the lead-time for the valves is up to 16-20 weeks (4 to 5 months).

Air Release/Vacuum Relief Valves (2", 4" and 8"):

Several ARVs ranging from 2" to 8" are required to be installed on the piping in various locations of the Project to allow for air release and vacuum relief. Typically, the District uses Vent Tech valves for this operation. The manufacturer's authorized local representative, Southwest Valve and Equipment, provided a quote of \$23,899, excluding tax, delivery and startup. It is estimated that the tax, delivery and startup will be approximately \$3,000. The total estimated cost of the flow control valves is \$26,899. It is estimated that the lead-time for the valves is up to 6-8 weeks (1 to 2 months).

Bypass/Isolation Valves:

Two 4" and two 12" Pratt butterfly valves, one 2", six 4" and one 8" AT Controls ball valves are needed to allow filling of the piping prior to start of operation of the facility and to isolate the ARVs. The manufacturer's authorized local representative, Southwest Valve and Equipment and Henry Pratt Co., provided a quote of \$31,598 collectively, excluding tax, delivery and startup. It is estimated the tax, delivery and startup will be approximately \$5,000. The total estimated cost of the bypass valves is \$36,598 with an estimated lead-time of up to 20-24 weeks (5 to 6 months).

**Fiscal Impact:**

The total cost of \$100,637 for the procurements is included in the approved Fiscal Year 2022-23 State Water Contract Fund Budget. The USBR grant provides matching funds up to a total of \$750,000 for the Project. Staff estimates the construction cost, including procurements, for the Project is \$2.2M. It is anticipated that the construction will begin in late 2023.

**Attachments:**

1. Pratt Co. Quote #Q-022-2840 Rev: 0, dated August 22, 2022
2. Southwest Valve and Equipment Quote #D08-1322-1, dated August 13, 2022
3. Southwest Valve and Equipment Quote #D08-1922-2, dated August 19, 2022



a MUELLER brand

2048 INDUSTRIAL BLVD, KIMBALL, TN 37347  
TEL: (877) 436-7977 FAX: (630) 844-4124

**Date:** August 22, 2022  
**Proposal #:** Q-022-28401 **Rev:** 0  
**Project Name:**  
**Project Location:**

TO: All Bidding Contractors

Phone: TBD  
Fax:TBD

This quotation reflects our policy of sourcing materials in the most cost effective manner. Any requirement for a specific US content may require a revised quotation.

We are pleased to submit the following proposal for your consideration:

<u>ITEM</u>	<u>QTY</u>	<u>LEAD-TIME</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
1	1	16-20 weeks	42" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, DI Disc, 17-4SS Shaft, Teflon Lined Fiberglass Backing Bearing, Auma GS250 Bur. Service Nut , 8 Mils Amercoat 370 Epoxy Interior, 8 Mils Amercoat 370 Epoxy Exterior	\$ 22,252.23	\$ 22,252.23
2	0	16-20 weeks	42" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, DI Disc, 17-4SS Shaft, Teflon Lined Fiberglass Backing Bearing, MDT6S Buried Service Nut Open Left , 8 Mils Amercoat 370 Epoxy Interior, 8 Mils Amercoat 370 Epoxy Exterior, 304SS Hardware <b>Option for MDT6S</b>	\$ 24,080.79 Guard Valve	\$ 0.00
3	2	36-40 weeks	42" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, DI Disc, 17-4SS Shaft, Teflon Lined Fiberglass Backing Bearing, Rotork Electric Motor Open/Close , 8 Mils Amercoat 370 Epoxy Interior, 8 Mils Amercoat 370 Epoxy Exterior, 304SS Hardware	\$ 39,367.48	\$ 78,734.96
4	1	16-20 weeks	24" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, DI Disc, 17-4SS Shaft, Teflon Lined Fiberglass Backing Bearing, MDT5 HW w/ Indicator Open Left , 8 Mils Amerlock 2 Epoxy Interior, 8 Mils Amercoat 370 Epoxy Exterior, 316SS Hardware	\$ 8,059.23	\$ 8,059.23 Guard Valve
5	2	36-40 weeks	24" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, DI Disc, 17-4SS Shaft, Teflon Lined Fiberglass Backing Bearing, Rotork Electric Motor Open/Close , 8 Mils Amercoat 370 Epoxy Interior, 8 Mils Amercoat 370 Epoxy Exterior, 316SS Hardware	\$ 20,807.00	\$ 41,613.99
6	2	20-24 weeks	4" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, SS Disc, 17-4SS Shaft, Nylatron Bearing, MDT2S HW w/ Indicator Open Left , 8 Mils Amerlock 2 Epoxy Interior, 8 Mils Amerlock 2 Epoxy Exterior, 316SS Hardware	\$ 957.60	\$ 1,915.20 Bypass/Isolation Valves
7	1	36-40 weeks	54" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, DI Disc, 17-4SS Shaft, Teflon Lined Fiberglass Backing Bearing, Rotork Electric Motor Open/Close , 8 Mils Amerlock 2 Epoxy Interior, 8 Mils Amerlock 2 Epoxy Exterior, 304SS Hardware	\$ 86,467.29	\$ 86,467.29

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities when providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see muellerwp.com/brands to learn more.

DATE: 8/22/2022  
PROPOSAL #: Q-022-28401  
PROJECT:

<u>ITEM</u>	<u>QTY</u>	<u>LEAD-TIME</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
8	2	8-12 weeks	12" Flange 250B Butterfly Valve 125# Drilling, EPDM Seat, DI Body, DI Disc, 17-4SS Shaft, Nylatron Bearing, MDT3S HW w/ Indicator Open Left , 8 Mils Amerlock 2 Epoxy Interior, 8 Mils Amerlock 2 Epoxy Exterior, 316SS Hardware	\$ 1,913.49	\$ 3,826.98
					Bypass/Isolation Valves
9	1		Start Up Includes 1 Trip(s) and 3 Day(s) of Service, Does not include training.	\$ 6,520.00	\$ 6,520.00

Proposal Total: \$ 249,389.88

If you have any questions regarding this proposal, please contact our local sales representative:

Southwest Valve & Equipment  
714-832-1090  
14081 Yorba Street #109  
Tustin, CA 92780

Sincerely,  
Laura Polito  
lpolito@muellerwp.com

cc:  
Brett Hoffman, District Manager

Commercial Terms:

FOB Point : Origin  
Freight Terms : PPA Pre-Pay & Allow  
Payment Terms : Net 30 Days  
Price Validity : 30 Days  
Warranty : 24 Months as defined in Terms and Conditions of Sale  
Packaging : Standard

Extended Warranty--Other than duration. Terms and Conditions of Sale shall apply

ADD 2% FOR 36 MONTH WARRANTY  
ADD 3% FOR 48 MONTH WARRANTY  
ADD 5% FOR 60 MONTH WARRANTY

**1. Quoted Prices Exclude:**

- 1.1 All Taxes
- 1.2 Flange nuts, bolts, gaskets, anchor, mounting bolts, Victaulic couplings, Mechanical Joint Accessories, thimbles, or non-standard tags.
- 1.3 Extension stems, soil pipes, valve boxes, covers, or "tee" wrenches
- 1.4 Hydraulic oil for cylinder operators and/or accumulator systems.
- 1.5 Spare parts

**2. Clarifications**

- 2.1 Standard Henry Pratt actuators are designed per AWWA C504, maximum 150 ft-lbs input torque at the nut, or maximum 80 ft-lbs rim pull for hand wheel gears.
- 2.2 Valves are not considered equipment, we will not be providing manufacturer's representative for verification / written certification of proper installation, lubrication, alignment, etc.
- 2.3 Hydrostatic testing will be performed using ambient water temperature
- 2.4 Any additional information concerning submittals, O&M manuals, Pipe specs, etc., that were not provided at time of quote may impact price and delivery.
- 2.5 The quoted list of materials included herein represents our interpretation of Plans and Specifications (as provided ) and is not guaranteed to be complete or correct. Prices are subject to change upon review of actual job specifications.
- 2.6 Electronic submittals and O & M manuals will be provided in PDF electronic format. Hard copies are available upon request.
- 2.7 The proposed Field Service Option includes technical support and assistance with repairs and/or installations.
- 2.8 Customer is to provide safe access and a safe working environment. Additionally, the customer is to supply power, light, air source (80 PSI), all rigging including ladders, scaffolding and cranes necessary for repairs and/or installations. (Valves 30" and smaller must be removed from the line for seat removal/installation)
- 2.9 Because actual service time may vary due to unforeseen circumstances, the Field Service pricing offered is an estimate only. The actual cost of the field service visit will be billed by the Henry Pratt Company.
- 2.10 Henry Pratt Field Service appointments are not scheduled until receipt of a purchase order and are based on current availability of a service technician.

**3. Prices are firm and proposal is valid providing:**

- 3.1 Buyer's purchase order is received within 30 days of bid opening date. If purchase order is not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.2 Quotation assumes shipment of complete quoted material within 365 days from date of a received purchase order.
- 3.3 Approved drawings, if specifically required by purchase order, are returned within thirty (30) days of submittal date, with full release to manufacturing. If approved drawings are not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.4 Henry Pratt Company's Terms and Conditions of Sale apply to this quotation. A copy of our Terms and Conditions of Sale can be downloaded from [https://www.henrypratt.com/sites/henrypratt.com/files/uploads/media/13313-terms-and-conditions-of-sale-pratt\\_9-10-2018\\_2.pdf](https://www.henrypratt.com/sites/henrypratt.com/files/uploads/media/13313-terms-and-conditions-of-sale-pratt_9-10-2018_2.pdf).
- 3.5 Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will meet quoted schedules or reflect currently schedules upon order acknowledgement. Lead time shall be mutually agreed to at the time of product release to manufacture and credit package approval by Seller. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller's reasonable control, regardless of theory of liability.
- 3.6 Seller shall not be liable for Buyer's loss of profit, indirect, liquidated, incidental, or consequential damages, regardless of theory of liability. Seller's total liability shall not exceed the unit purchase price of the products supplied. Indemnification shall be limited solely to Seller's negligence.
- 3.7 This quotation is based on payment terms of Net 30 Days from date of invoice with no retainage. Payment terms are extended to customers who have completed a credit application, including credit agreement, and have been approved by our Credit Department. Payment must be made in advance of shipment for all other accounts.

ALL QUOTATIONS/PURCHASE ORDERS ARE SUBJECT TO RENEGOTIATION IF DIFFERING TERMS AND CONDITIONS ARE STATED IN BUYER'S PURCHASE ORDER WHEN RECEIVED.



## Southwest Valve Terms and Conditions of Quotation

1. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation
2. All items listed are based on Southwest Valve's interpretation of the requirements in accordance with the plans and specifications. No warranty is made regarding quantities, materials of construction or type of materials quoted.
3. Shipping dates are approximate and are based on dates provided by the manufacturers at time of bid
4. Any materials not specifically quoted are to be supplied by others.
5. Operation, Installation and Maintenance of materials quoted are the responsibility of the owner or contractor  
Unless specified otherwise, all actuators will be mounted in the manufacturers facility. Orientation of the actuators in the responsibility of the owner, contractor or client prior to release of material for fabrication.
6. Unless stated otherwise, start-up and training are not included.
7. Unless stated otherwise, sales tax, freight, fees or duties are not included
8. Any attachments or listed documents are considered a part of this quotation
9. We retain the right to modify this quote if any changes are made to the plans and/or specifications. Where materials listed in this quotation differ from the specifications we retain the right to offer a revised quotation.





## Southwest Valve Terms and Conditions of Quotation

1. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation
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Unless specified otherwise, all actuators will be mounted in the manufacturers facility. Orientation of the actuators in the responsibility of the owner, contractor or client prior to release of material for fabrication.
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7. Unless stated otherwise, sales tax, freight, fees or duties are not included
8. Any attachments or listed documents are considered a part of this quotation
9. We retain the right to modify this quote if any changes are made to the plans and/or specifications. Where materials listed in this quotation differ from the specifications we retain the right to offer a revised quotation.