

Brd tab QT 25-33



A GRANITE COMPANY

**Project Proposal
Lake Havasu City HSP #12
Pull, Inspect, Replace
2024**

Steve Taylor

LAYNE, A GRANITE COMPANY

1717 West Park Avenue, Redlands, CA, 92373



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9/4/2024

Lake Havasu City
Tom Hetzel
900 London Bridge Rd.
Lake Havasu City, AZ 86404

RE: Pull and inspect HSP #12 - Furnish & install new bowl assembly w/SS impellers; reinstall and start up.

Dear Tom Hetzel,

We are pleased to present our project estimate for the referenced work to be provided at 925 Port Drive.

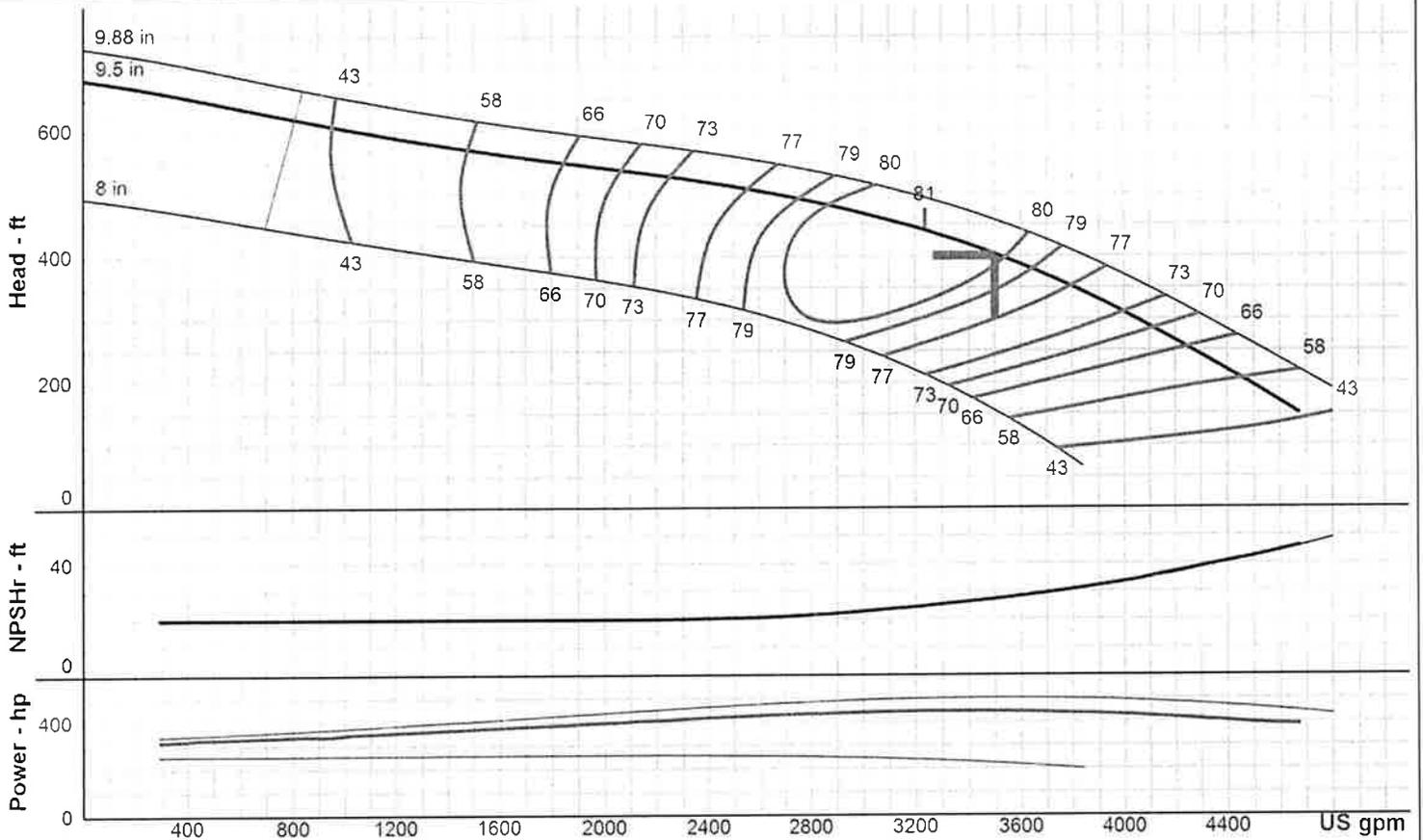
Mobilize crew from LCC Redlands to Lake Havasu City WTP. Pull Peerless booster pump and motor; demobilize to LCC Redlands for teardown and inspection, and provide reports. Furnish new bowl assembly with SS impellers capable of current design of 3500 GPM @ 400' TDH. Modify existing stainless steel basket strainer with vortex suppressor rib plates to match suction casting ribs. Mobilize crew with new bowl assembly, and install using mechanical seal provided by the City. Start up, provide report. Note: Mechanical seal from the pulled pump will be returned to the City.

The attached estimate is valid for 30 days and is subject to Layne Terms and Conditions.

Thank you for choosing Layne Christensen Company and giving us the opportunity to be your water resources solution provider.

Sincerely,

Steve Taylor
Account Manager
760-681-7526



Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 1B.
Design values are guaranteed within the following tolerances: Flow \pm 5%, Head \pm 3%, and optionally either Power + 4% or Efficiency - 3% at manufacturer's discretion.

Specified Flow	3500.00 USgpm	Shut Off TDH (Disch Flange)	682.1 ft	Allow Service Factor	No
Specified TDH	400.00 ft	Shut Off Pressure (Bowl)	295.7 psi	kWh per 1000 gal	0.00000
Rated Speed	1770 RPM	Shut Off Pressure (Disch Flange)	295.3 psi	NPSHr at Design	27.2 ft
Atmospheric Pressure	14.70 psi	Run Out Flow	4676.0 USgpm	NPSH Margin at Design	4.8 ft
NPSHa at Grade	34.0 ft	Run Out TDH (Bowl)	149.0 ft	Min Submergence at Design	50.87 in
NPSHa at 1st Impeller	32.0 ft	Run Out TDH (Disch Flange)	149.9 ft	Actual Submergence	-6.63 in
Fluid	Water	Run Out Pressure (Bowl)	64.5 psi	Thrust K-Factor	17.0 lbpft
Fluid Temperature	68.0 °F	Run Out Pressure (Disch Flange)	64.9 psi	Thrust at Design	7628.6 lb
Specific Gravity	1.0000	Bowl Efficiency at Design	80.20 %	Thrust at Shut Off	12758.8 lb
Viscosity	1.0017 cP	Best Efficiency	81.00 %	Thrust at Run Out	2989.9 lb
Vapor Pressure	0.3393 psi	BEP Flow	3236.0 USgpm	Bowl Material	Cast Iron with Glass Enamel
Density	62 lbs/ft ³	Design Flow % BEP	108.16 %	Bowl Material Derate Factor	1.00
Design Flow	3500.0 USgpm	Pump Efficiency	79.80 %	Impeller Material	316SS
Min Flow (MCSEF)	809.0 USgpm	Friction Loss at Design	1.18 ft	Impeller Matl Derate Factor	1.00
Design TDH (Bowl)	403.0 ft	Power at Design	444.0 Hp	Total Flow Derate Factor	1.00
Design TDH (Disch Flange)	401.8 ft	NOL Power	444.0 Hp	Total Head Derate Factor	1.00
Design Pressure (Bowl)	174.5 psi	Max Power (NOL) Flow	3386.0 USgpm	Total Efficiency Derate Factor	1.00
Design Pressure (Disch Flange)	173.9 psi	Recommended Power	500.00 Hp		
Shut Off TDH (Bowl)	683.0 ft	Driver Size Criteria	NOL Power Across Design Curve		

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PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	3500.0	4676.0	Best Efficiency	81.00 % at 3236.0 USgpm
TDH-Bowl (ft)	683.0	403.0	149.0	Design Flow % BEP	108.16 %
TDH-Disch Flange (ft)	682.1	401.8	149.9	Pump Efficiency	79.80 %
Power Efficiency (%)	-	80.20	45.50	Overall Efficiency	0.00 %
Power (Hp)	309.0	444.0	387.0	NOL Power	444.0 Hp at 3386.0 USgpm
NPSHr (ft) [1]	-	27.2	46.3	Specified NPSH Ratio	1.1
NPSH Margin (ft) [1]	-	4.8	-14.3	Thrust Load Power Loss	0.94368 Hp
Hydraulic Thrust(lb)	11617.0	6848.0	2537.0	Total Flow Derate Factor	1.00
Thrust (lb)	12758.8	7628.6	2989.9	Total Head Derate Factor	1.00
Pressure-Bowl (psi)	295.7	174.5	64.5	Total Efficiency Derate Factor	1.00
Pressure-Disch Flange (psi)	295.3	173.9	64.9	Actual Submergence	-6.63 in
Min Submergence (Inch) [3]	-	50.87	63.09	Shaft Friction Power Loss	0.00 Hp
Friction Loss (ft) [4]	-	1.18	2.10	Min Flow (MCSF)	809.0 USgpm
Lineshaft Elongation (Inch)	-0.01398	-0.00824	-	kWh per 1000 gal	0.00000
Column Elongation (Inch)	0.00000	0.00000	-	Impeller Running Clearance	0.13 in
Lateral (Inch)	0.11602	0.12176	-		

[1] at 1st impeller eye [2] rated values [3] from pump suction inlet [4] from bowl to disch flange [5] per published data

OPERATING CONDITIONS

Specified Flow	3500.00 USgpm
Specified TDH	400.00 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
Min. Recommended Sump Depth	0.18 ft
NPSHa at 1st Impeller	32.0 ft
NPSHa at Grade	34.0 ft
Operational Design	Constant Speed

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft ³

MATERIALS & DIMENSIONS

Bowl Data

Bowl Material	Cast Iron with Glass Enamel
Impeller Material	316SS
Bowlshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	Carbon Steel
Discharge Bowl Material	Cast Iron
Suction Type	Bell
Suction Material	Cast Iron
Bowl Bolting Material	Carbon Steel
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze

Bowl Data

Discharge Bowl Bearing	Bronze
Intermediate Bowl Bearing	Bronze
Impeller Trim	9.50 in
Bowl Pressure Limit	340 psi
Model Max Sphere Size	1.75 in
Available Lateral	0.97 in
Bowl Shaft Diameter	2 3/16 in [55.6 mm]
Impeller Balance	Manufacturer's Standard
Impeller Design	Enclosed
Bowl Shaft Power Limit	859.69 Hp
Bowl Assembly Provided By	Xylem

Bowl Specials

Column Data

Column Type	Threaded
Column Diameter	12 in [305 mm]
Lineshaft Diameter	1 15/16 in [49.2 mm]

Column Data

Lineshaft Coupling Type	Threaded
Lineshaft Coupling Material	416SS
Lubrication Method	(Open LS) Product Lube

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SUBMITTAL

Quote ID: 9001-240808-018:0:1 QTY: 1
VIT-BAT 14FHC, 6 Stages

Column Data

Column Assembly Provided By Customer

Motor Data

Driver Type Vertical Hollow Shaft Motor
Motor Provided By Customer

Motor Data

Motor Mounted By Customer

Motor Specials

Coating Data

Bowl OD Goulds Water Technology Blue

Coating Data

Enamel

Testing Data

Accessories

Engineering Services

Engineering Services Notes

Miscellaneous Specials

Assembly and Crating

Assembly Fully Assembled
Crating Domestic Skid

Assembly and Crating Notes

In general, pumps are crated and shipped fully assembled* via standard freight methods (LTL/LCL) if overall crated length is 20 ft or less and weight is 2500 lbs or less. Up to 45 ft and 4000 lbs can still be fully assembled but will ship via dedicated freight methods (FTL/FCL/flatbed/air/special). Otherwise, each sub-assembly (bowl, column, and head) is crated separately ("column loose"). *Motors, suction cans, mechanical seals, spare parts, and other special items are crated separately. Coordinate specific expectations with the factory at time of order.

Weight Data

Total Bowl Weight 1468 lbs

Weight Data

Total Weight 1468 lbs

Comments

INFO, WARNING & ERROR MESSAGES

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements, and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated, then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal and governed by our standard terms and conditions of sale – Xylem Americas. Available here: <https://www.xylem.com/en-us/support/xylem-americas-standard-terms-and-conditions/>

For units requiring a factory performance test, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted. As a standard, test results for the primary design point meeting grade 2B tolerances for pumps with a rated shaft power of 134 hp or less and grade 1B for greater than 134 hp will be considered passing. If secondary or tertiary design points are required to be tested, these will be subject to grade 3B tolerances. For testing of more than 3 points, consult the factory. Other acceptance grades are available and must be clearly noted and mutually agreed upon between the Customer and Xylem before release to manufacture.

Holding shipment for testing approval allows 2 weeks of calculated production lead time for the approval process. If shipment approval has not been obtained by 4 weeks after

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VIT-BAT 14FHC, 6 Stages

submission of passing test results, Xylem reserves the right to ship product on purchase orders less than or equal to \$10,000 USD without explicit approval, or to impose storage fees until shipment approval is granted on purchase orders greater than \$10,000 USD. For planned approval processes exceeding 2 weeks, please consider that additional lead time and coordinate expectations with the factory, including storage fees. For faster shipment, select "No" to the hold shipment for testing approval option.

For units not requiring a factory performance test, product performance can be expected to meet 3B tolerances primarily due to the variability of field conditions. Field-measured performance may vary from factory-measured performance or published data as a result of unknown or unpredictable system conditions and measurement variability. If field performance testing is required after installation, factory performance testing before shipment is strongly recommended. Field performance test results do not constitute a warranty claim unless verified by Xylem.

The information provided in this submittal is published data nominally representative of the selected pump model's performance characteristics. If factory performance testing is included, actual as-tested performance curves for each tested pump will be provided after testing is complete. Impeller trim diameter is subject to change to meet intended design conditions.

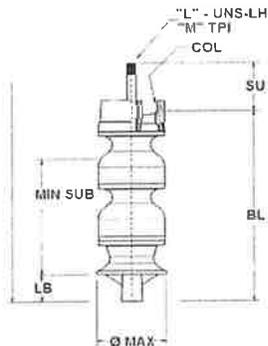
Special requests are subject to further review after receipt of customer purchase order during the factory's order entry and design engineering processes. If NSF 61 certified construction is required, an additional audit will be completed. The Xylem team will communicate any discrepancies and possible changes. Xylem certifies that the materials specified with a NSF 61 certified construction are in compliance with NSF/ANSI/CAN 61 Drinking Water System Components - Health Effects. In compliance with NSF, Xylem vertical turbine pumps are assembled in NSF certified facilities in our Vertical Turbine Global Center of Excellence in Lubbock, TX, or our Vertical Column Pump factory in Pewaukee, WI. For more information, see our official listing here: <https://info.nsf.org/Certified/PwsComponents/Listings.asp?Company=1D860&Standard=061>

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale - Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or bleeding rust can be expected within 3 months of exposure to weather or other elements. For applications where visual aesthetics or corrosion resistance is important, please consider one of our protective coating options.

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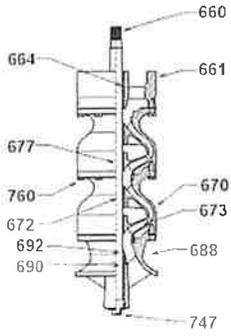
DIMENSIONS	
Column Diameter	12.00 in
MIN SUB [Minimum Submergence]	50.87 in
LB [Length to Bottom]	6.63 in
MAX [Max Assembly OD]	14.50 in
BL [Bowl Assembly Length]	102.91 in
L [Shaft Turndown Size]	1.94 in
M [Threads Per Inch]	10
SU [Shaft Stickup]	8.00 in

PUMP DATA	
Column Diameter	12 in [305 mm]
Lineshaft Diameter	1 15/16 in [49.2 mm]
Specified Flow	3500.00 USgpm
Specified TDH	400.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1770 RPM

WEIGHTS	
Total Bowl Weight	1468 lbs
Total Weight	1468 lbs

NOTES	
1	Total Pump Length ± 1.0 inch.
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	½" NPT – Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

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BILL OF MATERIALS

ITEM	PART NAME	CODE	MATERIAL	ASTM#
Bowl Assembly				
660	Bowlshaft	2227	SST 416	A582 S41600
661	Bowl - Discharge	1003	Cast Iron CL 30	A48 CLASS 30B
664	Bearing - Discharge Bowl	1618	Bismuth Bronze	B584 Modified
670	Bowl - Intermediate	6911	Cast Iron CL 30 Enamel	A48
672	Bearing - Intermediate Bowl	1618	Bismuth Bronze	B584 Modified
673	Impeller	1203	SST 316	A744M
677	Taperlock - Impeller	2242	Carbon Steel 1018	A108
688	Suction	1003	Cast Iron CL 30	A48 CLASS 30B
690	Bearing - Suction	1618	Bismuth Bronze	B584 Modified
692	Sandcollar	1205	SST 304	A744M
747	Plug - Pipe	1046	Malleable Iron	A197
760	Capscrew - Hex	2298	Steel Bolting GR 8	J429

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TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.