

**AUBURN AREA RECREATION AND PARK DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS AGENDA
MONDAY, APRIL 22, 2024, 11:00 AM
CANYON VIEW COMMUNITY CENTER, SIERRA ROOM
471 MAIDU DRIVE
AUBURN, CA**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection by contacting the District Administrator at kmuscott@auburnrec.com or by calling (530) 537-2186 (M-F).

The public may participate in the meeting in-person or through Zoom. The link for this meeting is <https://us06web.zoom.us/j/81196186341>. The public can use this link and/or call **1 669 900 6833** Webinar ID: 811 9618 6341 to participate.

People using the Zoom website will be able to see and hear the Board, and the Board will be able to hear the public. The Board will not receive any visual/video from the public. This is done to avoid inappropriate visual content at the meeting.

Questions and comments can be sent via email to the District Administrator no later than one hour before the meeting. These emails will be read aloud at the meeting and responded to accordingly. Emails can be sent during the meeting, and staff will work to ensure that all are read, however the best way to have your comment heard is through the Zoom meeting or the associated phone number.

If you are a person with a disability and need an accommodation to participate in the District's programs, services, activities and meetings, contact Kahl Muscott at (530) 537-2186 or kmuscott@auburnrec.com at least 48 hours in advance to request an auxiliary aid or accommodation.

1.0 CALL TO ORDER

Roll Call

Ainsleigh ____ Lynch ____ Gray ____ Holbrook ____ Ingle ____

2.0 AGENDA REVIEW, CHANGES, AND APPROVAL

Motion by _____ Second by _____ to _____

Ainsleigh ____ Lynch ____ Gray ____ Holbrook ____ Ingle ____

Roll Call Vote

3.0 PUBLIC COMMENT – This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Board of Directors. After you are recognized by the Board Chairperson, please come to the lectern and state your name, and address for the record (optional). There is a time limitation of three minutes.

4.0 NEW BUSINESS

4.1 Resolution #2024-11: Regional Park Sewer Lift Station Emergency Repairs

Shall the Auburn Area Recreation and Park District Board of Directors approve Resolution #2024-11, a resolution that; finds emergency repairs are needed for the Regional Park sewer lift station; that finds that an exemption to public bidding is necessary to mitigate the immediate public health issues resulting from this equipment failure; authorizes the District Administrator to purchase the necessary equipment, supplies and labor to make the repairs; and authorizes the District Administrator to enter into contract with ABT Plumbing and Drain Service, Inc to complete all necessary work?

Motion by _____ Second by _____ to _____

Ainsleigh _____ Lynch _____ Gray _____ Holbrook _____ Ingle _____

Roll Call Vote

ADJOURNMENT

AUBURN AREA RECREATION AND PARK DISTRICT
This agenda is hereby certified to have been posted as follows:

April 19, 2024
Date

11:30 Am
Time

Cathy Warford
Clerk to the Board

4.1 Cover sheet – Resolution #2024-11: Regional Park Sewer Lift Station Emergency Repairs

Auburn Area Recreation and Park District Special Meeting April 22, 2024

The Issue

Shall the Auburn Area Recreation and Park District Board of Directors approve Resolution #2024-11, a resolution that; finds emergency repairs are needed for the Regional Park sewer lift station; that finds that an exemption to public bidding is necessary to mitigate the immediate public health issues resulting from this equipment failure; authorizes the District Administrator to purchase the necessary equipment, supplies and labor to make the repairs; and authorizes the District Administrator to enter into contract with ABT Plumbing and Drain Service, Inc to complete all necessary work?

Background

In late March, 2024, ARD staff became aware that the sewer lift station that services the Regional Park building (gym, Lakeside Room and associated bathrooms/locker rooms) had failed. Both of the pumps for the lift station and the control panel had stopped working. As a result, raw sewage was quickly filling the small tank next to the building.

Staff contacted ABT Plumbing and Drain Service, Inc. ABT has previously worked with ARD, providing necessary plumbing repairs throughout the District. ABT staff was able to manually pump out the sewage, which would quickly fill back up after use of the building.

ABT has provided quotes to replace the necessary equipment and for the labor to make the repairs and replacement.

The California Public Contract Code definition of an emergency (in regards to an exemption to public bidding) is as follows:

1102.

“Emergency,” as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

California Public Contract Code, §22050 states, in part¹, the following about exemptions to public bidding:

(a)

(1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the

emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

Note¹: the full text of California Public Contract Code, §22050, is attached.

ARD Policy on exemptions to competitive bidding is as follows (excerpt from the District Policy Manual):

IV. Competitive Bidding

G. **Exceptions to Competitive Bidding.** Provisions requiring competitive bidding shall not apply to the following instances:

6. When the Board of Directors, by four-fifths vote, specifically waives the competitive bid process and authorizes staff to purchase equipment or award a contract due to extraordinary circumstances.

Recommendation for the Board of Directors

Approve Resolution #2024-11, a resolution that; finds emergency repairs are needed for the Regional Park sewer lift station; that finds that an exemption to public bidding is necessary to mitigate the immediate public health issues resulting from this equipment failure; authorizes the District Administrator to purchase the necessary equipment, supplies and labor to make the repairs; and authorizes the District Administrator to enter into contract with ABT Plumbing and Drain Service, Inc to complete all necessary work.

Fiscal Impact

The quote for the equipment and materials is \$64,094.28. ARD will order this equipment and materials and supply it to ABT.

The quote for the labor to install the equipment and make necessary repairs is \$29,364 plus the cost of any necessary permits (estimated to be \$500 – \$1,000).

ARD staff proposes using residuals (surplus) from FY 23/24 to fund this work.

Attachments

Resolution #2024-11
Contract with ABT Plumbing
Equipment and materials quote
Labor quote from ABT Plumbing
California Public Contract Code, §22050

RESOLUTION NUMBER 2024-11

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK DISTRICT A RESOLUTION THAT; FINDS EMERGENCY REPAIRS ARE NEEDED FOR THE REGIONAL PARK SEWER LIFT STATION; THAT FINDS THAT AN EXEMPTION TO PUBLIC BIDDING IS NECESSARY TO MITIGATE THE IMMEDIATE PUBLIC HEALTH ISSUES RESULTING FROM THIS EQUIPMENT FAILURE; AUTHORIZES THE DISTRICT ADMINISTRATOR TO PURCHASE THE NECESSARY EQUIPMENT, SUPPLIES AND LABOR TO MAKE THE REPAIRS; AND AUTHORIZES THE DISTRICT ADMINISTRATOR TO ENTER INTO CONTRACT WITH ABT PLUMBING AND DRAIN SERVICE, INC TO COMPLETE ALL NECESSARY WORK

WHEREAS, the Auburn Area Recreation and Park owns and operates Regional Park in north Auburn, and

WHEREAS, the sewer lift station that services the Regional Park community center building has failed, resulting in raw sewage quickly filling the small tank next to the building, and

WHEREAS, the Board of Directors finds that this situation is emergency, as defined by California Public Contract Code, section 1102, specifically in that it is an impairment of public health, and

WHEREAS, the Board of Directors finds that this situation requires immediate action and must be exempt from public bidding laws, policies and practices, per California Public Contract Code §22050 and District policy, and

WHEREAS, the Board of Directors finds that this situation will not permit a delay resulting from a competitive solicitation of bids, and that the action is necessary to respond to the emergency, and

WHEREAS, the equipment and parts needed to replace and repair the lift station, including two new pumps and a control panel total \$64,094.28, and

WHEREAS, ABT Plumbing and Drain Service, Inc. has provided a quote of \$29,364 for the labor to install the new equipment and make all necessary repair.

THEREFORE, the Auburn Area Recreation and Park District Board of Directors does hereby find and authorizes the following

That emergency repairs are needed for the Regional Park sewer lift station; that an exemption to public bidding is necessary to mitigate the immediate public health issues resulting from this equipment failure; authorizes the District Administrator to purchase the necessary equipment, supplies and labor to make the repairs totaling \$64,094.28; and authorizes the District Administrator to enter into contract with ABT Plumbing and Drain Service, Inc for \$29,364 plus the cost of permits (estimated to be \$500 – \$1,000) to complete all necessary work; and approves project contingency funding of 5% (4,673.00) for any unforeseen circumstances.

APPROVED, PASSED, AND ADOPTED ON April 22, 2024 by the following roll call vote:

Ayes:

Noes:

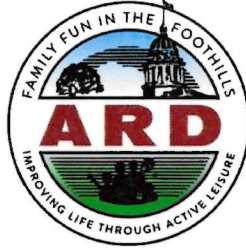
Absent:

Abstain:

Scott R. Holbrook
Chairperson of the Governing Board

ATTEST:

Clerk to the Governing Board



AUBURN AREA RECREATION AND PARK DISTRICT

CONSTRUCTION SERVICES CONTRACT

This Contract was made and entered into this _____ day of _____ 2024, by and between the Auburn Area Recreation and Park District ("District"), and **A B T PLUMBING & DRAIN SERVICE INC.**, ("Contractor"), a California Licensed Contractor.

Project Name: **REGIONAL PARK SEWER LIFT STATION AND CONTROL PANEL REPLACEMENT AND REPAIR**

The parties mutually agree as follows:

1. **Services:** Contractor shall perform the tasks set forth in the Scope of Work attached hereto as **Exhibit A**. Contractor shall complete the Scope of Work according to the schedule set forth in this Contract.
2. **Licenses:** As required by law, the Contractor and all subcontractors must be licensed by the State of California and be in good standing.
3. **Prevailing Wage/DIR Registration:** All projects over \$1000 shall be subject to Federal and State of California Prevailing Wage laws. Contractor shall provide Certified Payrolls to the District in accordance with the standards of the State of California. Per CA SB 96 (June 2017), Contractors entering into maintenance contracts in excess of \$15,000.00 shall be registered with the State Department of Industrial Relations and the District shall file a PWC-100 permit for said contracts. Maintenance contracts under \$15,000.00 and new construction, renovation, demolition, installation or repair contracts under \$25,000.00 are no longer subject to this requirement.
4. **Extra Work:** Any work and subsequent reimbursement shall be approved in writing by the District prior to commencement of extra work.
5. **Amendments and Change Orders:** This Contract may be amended by Change Order at any time provided that the Change Order makes specific reference to this Contract and is executed in writing by both the Contractor and the District.
6. **Contract Sum:** The District agrees to pay the Contractor, upon completion, inspection and acceptance of the work by the District, the sum of **\$29,364, plus the direct cost of any required permits** per the written estimate/bid of work provided by the Contractor. This amount shall not exceed the written estimate/bid of work provided by the Contractor except as modified by approved Change Order.
7. **Damages/Repairs:** The Contractor must make every reasonable effort to protect the property of the District or other adjacent properties from loss or damage. Any portion of said property damaged by the Contractor or subcontractor during the course of the work

shall be repaired to an "as was or better condition" by the Contractor at no additional cost to the District.

8. **Subcontractors:** The Contractor shall provide the District with a list of all subcontractors and shall demonstrate that they are licensed in the State of California to perform the work for which they are subcontracted to perform.
9. **Certified Payroll:** Contractor shall provide Certified Payroll Reports showing prevailing wages were paid to all their employees working on the project and require the same from all subcontractors to show they were paying prevailing wages to employees working on the project per the standards of the State of California Department of Industrial Relations. Contractors shall provide hardcopies of certified payroll to the District on a monthly basis at a minimum (if applicable, see paragraph 3 above).
10. **Inspections and Final Payment:** Periodic inspection shall be performed by the District. Upon completion of work pertaining to this Contract, the Contractor shall notify and arrange for a final inspection of the work by the District. Should an inspection reveal that the work is not completed and/or is not satisfactory, the District and Contractor will make a punch list of items to be finished/resolved by the Contractor. No final payment shall be authorized by the District until the work is completed to the District's satisfaction. Invoices shall be submitted upon completion of work and payment will be made within thirty (30) days of receipt of invoice unless work or punch-list items remain to be completed.
11. **Standard of Work and Codes:** The contractor shall perform all work in a good and workmanlike manner and in conformance with all applicable government code provisions as interpreted by the local jurisdiction, whether or not specifically mentioned in the scope of work and/or drawings for the work.
12. **Clean-Up:** On a daily basis, the property must be kept free from the accumulation of waste materials and rubbish. All tools, construction equipment, machinery and surplus materials stored at the property must be neat and orderly. Upon completion of the project, all work must be left in a "broom clean" condition. All debris, trash, waste and surplus material shall be removed from the job site and disposed of by legal means. Final payment shall not be authorized until the Contractor has cleaned the property as required by this section.
13. **Guarantees and Warranties:** The Contractor warrants and guarantees to the District that all materials and equipment used in the work are new, unless otherwise specified, and that all work is of good quality, free from faults and defects. The work performed by the Contractor shall be guaranteed by the contractor for a period of one year from the date of final acceptance of all the work required by the Contract.
14. **Release of Liens:** If a pre-lien has been filed on the project, a final release of liens must be provided to the District by the Contractor and all subcontractors for the entire job prior to release of the final payment.
15. **Project Schedule:** The project shall be completed within **75** working days. *Contractor shall notify the District of all rain or inclement weather delays as time extension requests from the contractor will be considered by the District as the District wants the work to be done when the soil is dry enough and temperature is correct for optimum working conditions as applicable.*
16. **Scheduled Working Hours:** Regular working hours, except work connected with safety or emergency repairs, shall be performed between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall not permit the performance of work on Saturday, Sunday or any legal holiday without prior approval of the District.
17. **Time is of the Essence:** Time is of the essence as to each and every provision of this Contract.

18. **Hold Harmless:** It is expressly understood that the Contractor shall indemnify and hold the District harmless from any claims, suits, action, damages and costs of every name and description arising out of, or resulting from, the Contractor's acts or omissions in its performance of the work under this Contract.
19. **Insurance Provisions:** Contractor at their sole expense, shall procure and maintain for the duration of the contract, an insurance policy or policies providing no less than the following coverage:

A. GENERAL LIABILITY

Commercial General Liability (CGL). Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. AUTOMOBILE LIABILITY

Automobile Liability. One million dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

These coverages shall protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by or on behalf of, the Contractor, his agents, representatives, or employees. Said policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code, with a Best's rating of no less than A:VII, unless specific approval has been granted by the District.

C. WORKERS COMPENSATION INSURANCE

Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

These coverages shall protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described in this agreement.

OTHER INSURANCE PROVISIONS

The above policies are to contain, or be endorsed to contain, the following provisions:

A. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

1. **The District, its officers, officials, agents, employees and volunteers are to be covered as additional insureds as endorsement** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, agents, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, agents, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

20. **District Responsibilities:** The District shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water as reasonably necessary to carry out and complete the work.

21. **Termination by District for Cause:** The District shall have the right to terminate this Contract without process or action at law, by notice to the Contractor in writing sent registered or certified mail to the Contractor's last known address, should the Contractor (a) become insolvent or declare bankruptcy, (b) fail to start or make satisfactory progress on the work to be performed under this Contract, (c) fail to comply with written orders of the District which are consistent with the terms of the Contract, (d) perform new unsatisfactorily such work as has been rejected by the District, (e) carry on the work in a manner contrary to this Contract, or (f) otherwise fail to perform its obligations under this Contract.

NOTICES:

Notices to the parties shall be in writing and directed as follows:

CONTRACTOR:

A B T PLUMBING & DRAIN SERVICE INC.

Attn.

13170 Lincoln Way
Auburn, CA 95603
Ph: **(530) 885-6937**

DISTRICT:

Auburn Area Recreation and Park District
Kahl Muscott, District Administrator
471 Maidu Drive #200
Auburn, CA 95603
530-885-8461

(continued on next page)

IN WITNESS WHEREOF, the parties have caused this Contract to be signed and duly attested to by witnesses.

Name of Contractor

Name of District Administrator

Signature of Contractor

Signature of District Administrator

Date Signed

Date Signed



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 28, 2024

790-A Chadbourne Rd
Fairfield, CA 94534
Tel (707) 422-9894
Fax (707) 422-9808

All Bidding Contractors

Quote # 2024-FFB-0120
Project Name: ABT Plumbing
Job Name: sports complex

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Pumps

Qty	Part Number	Description	Unit Price	Extended Price
2	6020.091-0090	NX-4 MT/HC 5.5/200-240/3/CH+ 50'(S6) FM FLS	\$ 12,161.80	\$ 24,323.60

Accessories

Qty	Part Number	Description	Unit Price	Extended Price
2	540 13 05	CONNECTION,DISCH 4X4" CI	\$ 1,105.85	\$ 2,211.70
2	14-59 00 00	KIT,HARDWARE 3/8IN SS (2X)	\$ 73.10	\$ 146.20
2	613 68 04	BRACKET,GUIDE BAR UPPER 2" 316	\$ 266.05	\$ 532.10
2	14-58 91 06	HOOK,SAFETY ASSEMBLY SS	\$ 158.10	\$ 316.20
12	14-48 71 13	CHAIN,3/16" 316L	\$ 8.16	\$ 97.92
2	14-58 72 08	KIT,CHAIN FITTING 3067-3127+ 316SS	\$ 145.35	\$ 290.70
2	748 18 25	KIT,SLIDING BRACKET DN100 ANSI	\$ 286.45	\$ 572.90
20	14-49 01 03	TS3162 FEET 2"GUIDE RAIL 316SS	\$ 57.80	\$ 1,156.00

Electrical

Qty	Part Number	Description	Unit Price	Extended Price
1	84 62 31	SENSOR,LEVEL LTU801 0-5M 12M	\$ 2,102.05	\$ 2,102.05
2	582 88 02	SENSOR,ENM-10 0.95-1.1 20'	\$ 424.15	\$ 848.30
1	14-40 02 54	KIT,SURGE PROTECTION 240V 3PH+ STRIKESORB	\$ 758.20	\$ 758.20
2	84-80 01 11	RELAY,SAFE-FSP + THERMAL PROTECTION, NO KEY PAD	\$ 666.40	\$ 1,332.80
1	848 42 00	BACKPLANE XBP 251 NEXICON	\$ 204.00	\$ 204.00
1	848 43 00	MODULE,BACKPLANE SUPPLY+ XBS 251 NEXICON	\$ 365.50	\$ 365.50



Qty	Part Number	Description	Unit Price	Extended Price
1	848 21 00	MANAGER,APPLICATION XAM 912+ NEXICON	\$ 790.50	\$ 790.50
2	848 28 00	MODULE,PUMP DOL FPM 411+ NEXICON	\$ 212.50	\$ 425.00
1	848 40 00	MODULE,I/O DIGITAL XDC 411+ NEXICON	\$ 301.75	\$ 301.75
1	822 48 00	HMI,OPERATOR FOP402 7"	\$ 1,190.00	\$ 1,190.00
2	14-60 30 26	BATTERY, PM 12120, 12V 12AMP	\$ 133.45	\$ 266.90

Services & Misc.

Qty	Part Number	Description	Unit Price	Extended Price
1	control panel	Control panel built and tested including but not limited to the componenets from "Electrical" section above. Nema 4X stainless steel enclosure 36"x36"x12"	\$ 17,692.36	\$ 17,692.36
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000	\$ 1,338.75	\$ 1,338.75
8	14-69 97 61U	AUTOMATION AND CONTROLS FIELD+ SPECIALIST SUPPORT	\$ 201.45	\$ 1,611.60
1	14-69 00 58N	PMA,GOLD,3YR,NO TAX,PREPAID + WEST REG TO 3202,7000,8000 TP	\$ 2,078.25	\$ 2,078.25

Total Price	\$ 60,953.28
Total Discount %	15.00
Freight Charge	\$ 3,141.00
Total Price	\$ 64,094.28

NOTES:

- Duty point not provided, selection was made based on amperage reading of an aging pump connected to an aging and dilapidated system
- Quote includes pumps, mounting equipment, all electronics necessary for control of the lift station, labor to build and test the control panel, to start up/install/functionally test the pumps, and to startup/configure the control system.
- Scope also includes a 3 year annual preventative maintenance agreement for the pumps in the system
- Quote is for everything above and nothing else, does not include internal wet well piping or any confined space entry labor, does not include mounting of control panel or providing control panel power.
- Guide rail is only sold in 20' sections and will need to be cut to fit and installed by others.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms->



[conditions-of-sale.aspx](#) and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms & Conditions: Attached please find our Standard Terms & Conditions of Sale that apply to this order.

Taxes: State, local and other applicable taxes are not included in this quotation.

Time of delivery: Delivery lead times are [FILL IN # OF WEEKS HERE] weeks after receipt of submittal approval and order acceptance.

Terms of delivery: PP/Add Order Position

Terms of Payment: 100% Net 30 days following shipment date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Changes: This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Exclusions: This Quote includes only the items listed specified above.

Validity: Please note that this pricing is valid for 30 days and is contingent upon final approval of submittals and release for fabrication within 90 days of PO date.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc. and look forward to being of service to you in the near future.

Sincerely,





WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not be covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate

WARRANTY Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months
		1 - 12	13 - 18	19 - 36	37 - 39	40 - 60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%		25%
Flygt Standard Control Panels (FSCCP)	Standard Control Panels (FSCCP – permanently installed)	100% (From Ship Date)				
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR			
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000 280 Series (DP, DZ, DT, DS, DF)	100%				
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000 280 Series (DS, DF)	100% (From Ship Date)				
TOPS	Fiberglass Pump Station	100% (From Ship Date)				
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/ Aerators	HE, JA	100%				
Portable Pump Controls	Control Boxes (Nolta, MSHA etc.)	100% (From Ship Date)				
TOPS Control Panels	TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



FLYGT

a xylem brand



Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

** Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.*

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our [PMA site](#) for more info

xylem
Let's Solve Water

Adrian Gutierrez
Sales Representative
Phone: 508-274-4643

adrian.gutierrez@xylem.com





Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-FFB-0120
Customer Name: All Bidding Contractors
Job Name: sports complex
Total Amount: \$ 60,953.28
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Hello, these are your estimates

Location: 3770 Richardson Drive, Auburn, CA, 95602

JOB ID
57127537

Waste removal system electrical work only

ARD Major sewer lift station

Your Price
\$5,800.00

Your Price
\$23,564.00

Accept Estimate

View

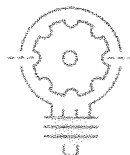
Summary

1) Provide and install new electrical conductors from main service panel to sewage lift station using existing underground...



SRVC FEE Electrical

Your Price
\$5,800.00



Service and diagnostic

Subtotal	\$5,800.00
Tax	\$0.00
Total	\$5,800.00

Hello, these are your estimates

Location: 3770 Richardson Drive, Auburn, CA, 95602

JOB ID
57127537

Waste removal system electrical work only

ARD Major sewer lift station

Your Price
\$5,800.00

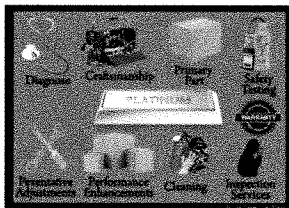
Your Price
\$23,564.00

[View](#)

[Accept Estimate](#)

Summary

We will clean out tank, go into bottom of tank to remove both existing pumps, rails, and force mains. We will install 2 new bottom 90's with pump saddle, new rails, and force main lines. We will provide lifting equipment to get failed pumps out of tank. We will coordinate with supplier to get new pumps and floats installed and properly connect to new control panel. We will test and clean up when finished.



IPD26E

Your Price
\$23,564.00

Platinum - IPD26E Complete Pressurized Waste Removal System Renovation per summery
Performance and safety...

[View More](#)

Subtotal	\$23,564.00
Tax	\$0.00
Total	\$23,564.00

Search all cases and statutes...

JX

Statutes, codes, and regulations / CALIFORNIA CODES /



/ Chapter 2.5 - EMERG... / Section 22050 - Gen...

Cal. Pub. Contract Code § 22050

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Current through the 2023 Legislative Session.

Section 22050 - Generally

(a)

(1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b)

(1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

paragraph (1) of subdivision (a).

(3) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(c)

(1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.

(2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

(3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at

as defined in Section 22002.

(e) A three-member governing body may take actions pursuant to subdivision (a), (b), or (c) by a two-thirds vote.

(f) This section applies only to emergency action taken pursuant to Sections 20134, 20168, 20205.1, 20213, 20223, 20233, 20253, 20273, 20283, 20293, 20303, 20313, 20331, 20567, 20586, 20604, 20635, 20645, 20682, 20682.5, 20736, 20751.1, 20806, 20812, 20914, 20918, 20926, 20931, 20941, 20961, 20991, 21020.2, 21024, 21031, 21043, 21061, 21072, 21081, 21091, 21101, 21111, 21121, 21131, 21141, 21151, 21161, 21171, 21181, 21191, 21196, 21203, 21212, 21221, 21231, 21241, 21251, 21261, 21271, 21290, 21311, 21321, 21331, 21341, 21351, 21361, 21371, 21381, 21391, 21401, 21411, 21421, 21431, 21441, 21451, 21461, 21472, 21482, 21491, 21501, 21511, 21521, 21531, 21541, 21552, 21567, 21572, 21581, 21591, 21601, 21618, 21624, 21631, 21641, and 22035.

Ca. Pub. Cont. Code § 22050

Amended by Stats 2017 ch 387 (SB 205),s 16, eff. 1/1/2018.

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