

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2022
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Wastewater Treatment Facility Lift Station No. 2 Rehabilitation Equipment Purchase

Recommendation: Adopt a Resolution awarding the purchase of three (3) Flygt-brand hard iron impeller pumps and associated parts to Xylem Water Solutions USA, Inc. of Fairfield, CA in the amount of \$228,500 for the Lift Station No. 2 Rehabilitation Project, with the finding that it is in the best interest of the City

Fiscal Impact: \$228,500 – Account No. 981105-65501 (Lift Station Improvements)

Purpose:

Facilitate the Lift Station No. 2 Rehabilitation Project by pre-purchasing proprietary equipment in an expedient and cost-effective manner.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving vital wastewater *Infrastructure* through the construction of a priority rehabilitation project.

Background:

The City's wastewater collections system includes 17 lift stations, which were evaluated by the City's consultant in the 2020 Wastewater Master Plan. Major rehabilitation of Lift Station No. 2 was recommended as a priority for completion within the first one to five years under the 2020 plan. Identified concerns include exposed aggregate and reinforcing bars in the wet well and the lack of a bypass discharge option for emergencies and shutdowns.

Analysis:

Public Works Engineering staff has developed a multi-phase Lift Station No. 2 Rehabilitation Project (Project) to accomplish this priority need in a cost-effective and efficient manner.

Lift Station No. 2 Rehabilitation Project Phases:

1. Purchase of pumps and parts (Council award)

2. Purchase of bypass materials (City informal encumbrance)
3. Contract for bypass construction (Public Contract Code sole source)
4. Contract for wet-well rehabilitation and bypass operation (Public Contract Code formal bid)

Public Works is requesting the purchase of three (3) Flygt-brand hard iron impeller pumps and associated parts as Phase 1 of this Project. This specialty equipment will be installed as part of Phase 4 of the project, but staff recommends that the equipment be purchased separately from the construction contract due to the approximate manufacturing and shipping lead time of 14 to 16 weeks.

Council originally awarded this purchase to Shape, Incorporated of Pleasanton, CA on September 6, 2022; however, further review and communication with Flygt and Xylem have determined that Xylem Water Solutions USA, Inc. of Fairfield, CA is the sole vendor for our region for Flygt-brand equipment and parts. The Flygt-brand pumps needed for the Project are proprietary equipment, which eliminates the ability to competitively bid the purchase.

Engineering staff is currently preparing the plans and specifications for the Project. Once design is complete, Public Works staff will coordinate the purchase of the bypass materials and construction contract and return to Council for approval of the plans and specifications in order to bid the final phase of the Project. Staff aims to have the bypass constructed and the rehabilitation contract in place by the time of pump equipment delivery.

Fiscal Impact:

The total construction cost for the Project, including pump equipment and installation, bypass materials and installation, the wet-well rehabilitation, and project management is estimated at \$850,000. The pump equipment requested in this item has been quoted by Xylem at \$177,519 plus tax in Exhibit 1A; staff has included a 20% contingency to offset price increases due to the current market's unpredictable supply and manufacturing costs. This award amount is \$27,500 less than the original September 6, 2022 award, as Xylem offered the City a 10% reduction in recognition of the time and cost impacts of this mix-up on the City.

There are sufficient funds in Account No. 981105-65501 (Lift Station Improvements) for this encumbrance, as well as the total construction cost for the Lift Station No. 2 Rehabilitation Project.

Alternatives:

Do not approve the award at this time and direct staff to include the pump purchase as part of the bid specifications for the Lift Station No. 2 Rehabilitation Project construction contract. Construction delays may result.

Recommendation:

Adopt a Resolution awarding the purchase of three (3) Flygt-brand hard iron impeller pumps and associated parts to Xylem Water Solutions USA, Inc. of Fairfield, CA in the amount of \$228,500 for the Lift Station No. 2 Rehabilitation Project, with the finding that it is in the best interest of the City.

Attachments:

1. Resolution - WWTF Lift Station 2 Rehab Equipment
2. Exhibit 1A Xylem Quote - WWTF Lift Station 2 Rehab Equipment

Prepared By:

Submitted By:

Scarlett O. Harris
Administrative Analyst II

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF THREE (3) FLYGT-BRAND HARD IRON IMPELLER
PUMPS AND ASSOCIATED PARTS TO XYLEM WATER SOLUTIONS USA, INC. OF
FAIRFIELD, CA IN THE AMOUNT OF \$228,500**

WHEREAS, the City of Yuba City recognizes the need for ongoing maintenance and improvements to maintain continuous and reliable operation of the Wastewater Treatment Facility, wastewater collections system, and satellite facilities, including 17 lift stations, for the health and wellbeing of our customers and the environment; and

WHEREAS, the 2020 Wastewater Master Plan identified the rehabilitation of Lift Station No. 2 as a priority project, including repairs to the wet well due to exposed aggregate and reinforcing bars and the installation of a bypass discharge option for emergencies and shutdowns; and

WHEREAS, the Public Works Department Engineering Division has developed a multi-phase Lift Station No. 2 Rehabilitation Project to construct these identified needs in a cost-effective and efficient manner, beginning with the purchase of the proprietary Flygt-brand hard iron impeller pumps and associated parts; and

WHEREAS, the City has determined that the most expedient and beneficial means by which to facilitate the Lift Station No. 2 Rehabilitation Project is to purchase the appropriate pumps and parts directly; and

WHEREAS, the City Council originally awarded the purchase of parts to Shape, Incorporated of Pleasanton, CA on September 6, 2022; however, further review and communication with the manufacturer and vendor have determined that Xylem Water Solutions USA, Inc. of Fairfield, CA is the sole vendor for our region for Flygt-brand equipment and parts; and

WHEREAS, the City desires to purchase three Flygt-brand hard iron impeller pumps and associated parts from Xylem Water Solutions USA, Inc. of Fairfield, CA in accordance with the City's Purchasing Policies and Procedures, as the pumps are proprietary equipment uniquely suited for the City's wastewater lift station infrastructure and solely available from said vendor; and

WHEREAS, Xylem Water Solutions USA, Inc. of Fairfield, CA is the sole supplier in the region of Flygt pumps; and

WHEREAS, the City has met the requirements to sole source the equipment pursuant to Public Contract Code section 3400(c) and City Purchasing Policies section 8-8.4.2; and

WHEREAS, the negotiated prices for the equipment from Xylem Water Solutions USA, Inc. are reasonable and on par with similar proprietary equipment in the wastewater industry; and

WHEREAS, the City Council now desires to authorize the sole source purchase of Flygt-brand pumps from Xylem Water Solutions USA, Inc.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council finds that a sole source award is appropriate on grounds including that Xylem Water Solutions USA, Inc. is the sole authorized distributor of the desired type of pumps in the region, that only these pump types would be financially and practically feasible given the current operating system, facilities, and performance needs, and that the proposed negotiated prices for Xylem Water Solutions USA, Inc.'s equipment are reasonable and on par with similar proprietary equipment in the wastewater industry. Given this, the City Council finds that it is in the best interest of the City to make a sole source award to Xylem Water Solutions USA, Inc. for three (3) Flygt-brand hard iron impeller pumps and associated parts. As such, the City Council of the City of Yuba City awards the purchase of three (3) Flygt-brand hard iron impeller pumps and associated parts to Xylem Water Solutions USA, Inc. of Fairfield, CA in the amount of \$228,500.
3. The prior award of three (3) Flygt-brand hard iron impeller pumps and associated parts to Shape, Incorporated of Pleasanton, CA as set forth in Resolution 22-132 is hereby rescinded.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 1st day of November, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit:

A. Xylem Quote No. 2022-FFB-0348

EXHIBIT 1A



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

September 28, 2022

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

CITY OF YUBA CITY
1201 CIVIC CENTER BLVD
YUBA CITY CA 95993-3005

Quote # 2022-FFB-0348
Project Name: Yuba City
Job Name: LS 2

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

Pumps

| Qty | Part Number | Description |
|-----|---------------|---|
| 3 | 3202.095-0014 | Flygt Model NP-3202.095 8" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 35 HP 1150 RPM motor, 642 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve |
| 1 | 14-69 00 09 | START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000 |

Accessories

| Qty | Part Number | Description |
|-----|-------------|---|
| 3 | 374 76 06 | CONNECTION,DISCH 8X8" CI |
| 3 | 14-59 00 00 | KIT,HARDWARE 3/8IN SS (2X) |
| 3 | 14-58 95 40 | HARDWARE,DISC CONN ASSY 304SS+ 302SS ALT. |
| 3 | 255 47 01 | SLEEVE,NBR |
| 3 | 661 54 01 | BRACKET,GUIDE BAR U. 3" 316SS |
| 3 | 14-58 91 06 | HOOK,SAFETY ASSEMBLY SS |
| 75 | 14-48 71 18 | CHAIN 1/2" 316SS SWL7350# |
| 3 | 14-58 72 10 | KIT,CHAIN FITTING 316SS+ FLYGT SWL 2500# |
| 3 | 14-48 51 47 | COVER,ACCESS 36X48 FLEC-8AOSH+ ALUM |

Electrical

| Qty | Part Number | Description |
|-----|-------------|--------------------------------|
| 3 | 14-40 71 29 | MINI-CASII/FUS 120/24VAC,24VDC |
| 3 | 14-40 71 30 | SOCKET,11-PIN BACK MOUNTING |

Total Price \$ 169,281.00

Freight Charge \$ 8,238.00

Total Price \$ 177,519.00

Notes:



- This quote includes everything above and nothing else.
- 3" Stainless Steel guide bars to be provided by others (see attached guide bar sheet for recommended SS guide rail tubing specs)
- Access covers to be installed by others
- Mounting equipment/discharge elbows to be installed by others
- Anchor bolt installation to be done by others
- Price does not include taxes
- Current lead time on pumps is 14-16 weeks
- Current lead time for accessories 4-6 weeks

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,



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.xylem.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 #: 2022-FFB-0348
Customer Name: CITY OF YUBA CITY
Job Name: LS 2
Total Amount: \$ 169,281.00
(excluding freight)

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____





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



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 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 (FSCP) | Standard Control Panels (FSCP – 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 TOPS Control Panels | Control Boxes (Nolta, MSHA etc.) 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 when 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.

