

**CITY OF NEWPORT**169 SW Coast Hwy
Newport, OR 97365**PURCHASE ORDER**P.O. Date: 03/18/21PO #: 20-2014 Rev 1Vendor Name: Xylem Water Solutions USA, Inc. Flygt ProductsDeliver to: City of NewportAddress: 9625 SW Tualatin Sherwood RoadAddress: 169 SW Coast HwyCity/State/Zip: Tualatin, Oregon 97062City/State/Zip: Newport, OR 97365Phone/FAX: (503) 240-1980Phone/FAX: (541) 574-3371Contact Name: Dave OlsonContact Name: Andrew GrantDepartment: Wastewater Treatment

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Parts and Labor for the repair of Northside pump #3	48,723.69	48,723.69
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL COST:				48,723.69

THIS PURCHASE ORDER INCORPORATES THE TERMS ON THE REVERSE SIDE AND THE CITY'S REQUEST FOR PROPOSAL AND CONTRACTOR'S RESPONSE THERETO, OR, IN THE ALTERNATIVE, THE CITY'S SOLICITATION DOCUMENT AND CONTRACTORS' BID. BY ITS SIGNATURE HEREUNDER, CONTRACTOR AGREES TO PERFORM THE SERVICES/PROVIDE THE PRODUCTS DESCRIBED IN SUCH DOCUMENTS, FOR THE FEE/AMOUNT SET FORTH THEREIN. THE CONTRACTOR WILL COMPLY FULLY WITH ALL TERMS AND CONDITIONS OF THE DOCUMENTS, THE NEWPORT MUNICIPAL CODE AND STATE AND FEDERAL LAW.

Fund	GL Dept	Expense Account	Project Code
602	3410	63200	

Notes/Special Instructions:

E-3 Local procurement Rule Exemption

Authorizations:

Department Director

Finance Director

City Manager

Contractor's Authorized Signature

Contractor's Printed Name

Name of Company

SUBMIT THIS FORM FOR SIGNATURE ALONG WITH QUOTATION DOCUMENTATION PRIOR TO PURCHASE OF NON ROUTINE GOODS OR SERVICES COSTING \$5,000 OR MORE.



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-POR-0016

Date: 3/11/2021

Page 1 of 5

Tag #:

JobName: City Of Newport

Customer Information

Company Name: CITY OF NEWPORT

Address

169 SW COAST HWY

NEWPORT OR97365

Contact:

Telephone:

Telephone:

Fax:

Email:

Product Identification

Product Number: 3231.675

Serial Number: 3231.675

Model:

Impeller Code: 0655

HP: 110

Volts: 480

Phases: 3

Inspection Information

Inspected By:

Motor Data:

Wire Configuration: U1: V1: W1:

Megger to ground: R B W

Resistance through cable: RB RW BW

Stator Condition: Good

Shaft Condition: Good

Oil Condition: Good

Inspection Plugs:

Sensors:

☐ FLS

☐ CLS

☐ KLIX

☐ Bearing

☐ Cable

Hydraulic:

Impeller/Propeller Condition: Good

Volute Condition: Good

Cable Condition: Good

Cable Length:

Hydraulic Type:



Flygt Products
9625 SW Tualatin Sherwood Road , Tualatin Oregon 97062
PH: (503) 240-1980
FX: (503) 240-3445





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-POR-0016

Date: 3/11/2021

Page 2 of 5

Tag #:

JobName: City Of Newport

Installation

Type:

☐ Control

Discharge Size:

☐ MFV

Primary Requirement: Basic overhaul

Repair/Service Requirements and remarks

Basic overhaul of Pump replacing Bearings, Mechanical seals, and orings. repalcing elecirical componets and termainal boards. Stator and Rotor will be inspected when pump is recieved

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	83 21 33	KIT,O-RING 3231/3306/3356	\$143.00	\$143.00
1	83 05 94	KIT,O-RING NBR 6X5 C	\$276.00	\$276.00
1	80 78 98	KEY,PARALLEL 20X12X63MM SS	\$62.00	\$62.00
1	82 62 39	RING,RETAINING OD-147.0MM	\$28.00	\$28.00
1	83 36 16	BEARING,BALL ANG CONT SNGL ROW 200X95X45MM, 7319BEM	\$1,094.00	\$1,094.00
2	84 35 38	GROMMET,CR 27ID 35OD 22L	\$30.00	\$60.00
1	504 78 09	CABLE UNIT	\$141.00	\$141.00
2	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$239.00	\$478.00
1	544 46 02	SPRING,COMPRESSION SS	\$22.00	\$22.00
2	613 73 00	LEAD-THROUGH UNIT	\$127.00	\$254.00
1	681 13 00	LEAD-THROUGH UNIT	\$146.00	\$146.00
1	617 99 02	SEAL,MECHANICAL WCCR/WCCR	\$3,923.00	\$3,923.00
1	648 55 00	DETECTOR UNIT PT-100	\$267.00	\$267.00
1	669 75 72	RING,RETAINING SS	\$26.00	\$26.00
1	664 33 00	BEARING,ROLLR UNIT SNGL ROWCYL 170X95X32 NJ219ECP/P6	\$553.00	\$553.00



Flygt Products
9625 SW Tualatin Sherwood Road , Tualatin Oregon 97062
PH: (503) 240-1980
FX: (503) 240-3445





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-POR-0016

Date: 3/11/2021

Page 3 of 5

Tag #:

JobName: City Of Newport

1	85 04 51	BEARING,ROLLER CYL SNGL ROW 140X65X33, NU313ECPVLO241	\$1,765.00	\$1,765.00
1	819 99 00	TERMINAL BOARD UNIT	\$970.00	\$970.00
1	586 12 04	SEAL,MECHANICAL WCCR/WCCR	\$6,768.00	\$6,768.00
1	600 51 02	HOLDER,SEAL 431	\$3,760.00	\$3,760.00
1	600 65 01	WASHER,LOCK SS	\$99.00	\$99.00
1	82 74 82	O-RING 144.5 X 3.0 NBR	\$6.00	\$6.00
1	82 81 67	O-RING 109.5 X 3.0 FPM	\$42.00	\$42.00
1	600 66 01	RING,LOCK SS	\$302.00	\$302.00
1	82 00 34	SCREW,ALLEN M8 X 25 SS	\$2.60	\$2.60
1	82 22 40	NUT,ROUND KMK 19STEEL	\$201.00	\$201.00
12	83 42 70	LUG,CABLE COPPER	\$6.20	\$74.40
3	83 53 70	TERMINAL BLOCK	\$62.00	\$186.00
1	94 17 40	CABLE,CONTROL 4X0.96	\$30.00	\$30.00
1	610 83 01	COVER,CI	\$1,113.00	\$1,113.00
1	610 98 01	STATOR,35-35-6A 460-480VD	\$12,042.00	\$12,042.00
1	685 86 00	PLATE,TERMINAL	\$81.00	\$81.00
2	83 53 70	TERMINAL BLOCK	\$65.00	\$130.00
		Total Price		\$35,045.00

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
46	14-69 00 03A	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000	\$130.00	\$5,980.00
1	14-69 00 21E	ENV FEE >50HP NO TAX TP ENVIRONMENTAL FEE	\$94.00	\$94.00
1	14-69 00 24B	SHOP SUPPLIES-LARGE PUMPS TP MISC SHOP SUPPLIES FOR REPAIR	\$87.00	\$87.00
10	14-69 00 03A	Steam and bake large stator	\$130.00	\$1,300.00
1	14-69 98 43	Rotor Repair, Polish and Rework	\$6,217.69	\$6,217.69
		Total Price		\$13,678.69



Flygt Products
9625 SW Tualatin Sherwood Road , Tualatin Oregon 97062
PH: (503) 240-1980
FX: (503) 240-3445





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-POR-0016

Date: 3/11/2021

Page 4 of 5

Tag #:

JobName: City Of Newport

Total Price: \$48,723.69

Product Replacement

Product Number:

Estimated Delivery: Weeks

Cost of New Unit:

Description:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

(closing text)

Kevin Krebs

Phone:

Fax:

Email: kevin.krebs@xylem.com

Dave Olson

Phone: 503-290-2175

Fax: 503-240-3445

Email:



Flygt Products
9625 SW Tualatin Sherwood Road, Tualatin Oregon 97062
PH: (503) 240-1980
FX: (503) 240-3445





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2021-POR-0016

Date: 3/11/2021

Page 5 of 5

Tag #:

JobName: City Of Newport

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

☐

Repair

☐

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

☐

Will Pick Up

☐

Deliver

☐

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

☐

Yes

☐

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Flygt Products
9625 SW Tualatin Sherwood Road , Tualatin Oregon 97062
PH: (503) 240-1980
FX: (503) 240-3445



TABLE 1.—PLANTING DATES, QUANTITY TO PLANT, AND SPACING FOR GARDEN VEGETABLES.

Vegetable	Start plants indoors this long before planting date for your region	Region				Amount to plant for family of 4 ^b	Distance between rows ^c	Distance apart in the row
		1—Coast, Astoria to Brookings	2—Western valleys, Portland to Roseburg ^a	3—High elevations, mountains, and plateaus of central and eastern Oregon	4—Columbia and Snake valleys, Hermiston, Pendleton, Ontario			
Artichokes (globe)	Crown pieces	Aug.—Oct. May—June	Aug.—Nov. April—June	not suitable	not suitable	3–4 plants	48–60"	48–60"
Asparagus	1 year	March—April	Feb.—March	Feb.—March	Feb.—March	30–40 plants	36"	12"
Beans (lima)	not suitable	not suitable	May—June	May—June	April 15—June	15–25' of row	12–24"	4–6" bush 12–24" pole
Beans (snap)	not suitable	May—June	May—July	April—June	April 15—June	15–25' of row	12–24"	2–6" bush 12–24" pole
Beets	not suitable	March—June	March—June	April—June	March—July	10–15' of row	12"	3"
Broccoli	6 weeks	May—June	March—Aug.	April—June	April—July	10–20' of row	24"	12–24"
Brussels sprouts	6 weeks	May—June	May—July	April—June	April—July	15–20' of row	24"	24"
Cabbage	6 weeks	Jan.—April July—Sept.	April—June	April—June	April—July	10–15 plants	24"	24"
Cantaloupes	4 weeks	not suitable	May	not suitable	May	5–10 hills	48"	36"
Carrots	not suitable	Jan.—June	March—July 15	April—June	March—July	20–30' of row	12"	2"
Cauliflower	6 weeks	Jan. & June	April—July 15	April—May	April & July	10–15 plants	24"	24"
Celery	9 weeks	March—June	March—July	May—June	June—August	20–30' of row	24"	5"
Chard	not suitable	Feb.—May	April—July	March—June	Feb.—May	3–4 plants	24"	12"
Chinese cabbage	4 weeks	July—Aug.	August	April—June	August	10–15' of row	24"	6–12"
Chives	6 weeks	April—May	March—May	April—July	Feb.—March	1 clump	12"	12"
Corn (sweet)	not suitable	April—May	April—June	May—June	April 15—June	4 rows, 20–30' long	36"	12"
Cucumbers (slicing)	4 weeks	April—June	May—June	May—June	April 15—June	6 plants	36"	6–12"
Cucumbers (pickling)	4 weeks	May	May—June	May—June	April 15—June	25' of row	36"	6–12"
Dill	not suitable	May	May	May	May	25' of row	24"	6–9"
Eggplant	9 weeks	not suitable	May	not suitable	May	4–6 plants	24"	24"
Endive	6 weeks	March—July	April—Aug. 15	April—July	August	10–15' of row	12"	12"

^aMedford-area planting dates may be 7–10 days earlier and extend 7–10 days later than dates indicated for western valleys.

^bFor many of the crops, the amount to plant should be divided into several plantings, 1 or 2 weeks apart.

^cUse narrower spacings for small gardens.

TABLE 1.—PLANTING DATES, QUANTITY TO PLANT, AND SPACING FOR GARDEN VEGETABLES (CONTINUED).

Vegetable	Start plants indoors this long before planting date for your region	Region				Amount to plant for family of 4 ^b	Distance between rows ^c	Distance apart in the row
		1—Coast, Astoria to Brookings	2—Western valleys, Portland to Roseburg ^a	3—High elevations, mountains, and plateaus of central and eastern Oregon	4—Columbia and Snake valleys, Hermiston, Pendleton, Ontario			
Garlic	not suitable	Sept.—Oct.	Sept.—Feb.	Aug.—Sept.	Nov.—Feb.	10–20' of row	12"	3"
Kale	not suitable	May—July	May—July	May—July	May—July	20–30' of row	24"	24"
Kohlrabi	not suitable	July—Aug.	April—Aug. 15	May	April to Aug.	10–15'	12"	5"
Leek	not suitable	Feb.—April	March—May	April—June	Jan.—April	10' of row	12"	4–5"
Lettuce, head	5 weeks	Feb.—July	April—July	April—Aug.	Feb.—April	10–15' of row	12"	12"
Lettuce, leaf	5 weeks	Feb.—Aug.	April—Aug.	April—Aug.	Feb.—April	10–15' of row	12"	6"
Okra	8 weeks	not suitable	not suitable	not suitable	May	10–20' of row	24"	18"
Onions	10 weeks	Jan.—May	Mar.—May	May—June	Feb.—April	30–40' of row	12"	3"
Parsley	10 weeks	Dec.—May	Mar.—June	May—July	Feb.—May	1–2 plants	12"	8"
Parsnips	not suitable	May—June	April—May	May	Mar.—June	10–15' of row	12"	3"
Peas	not suitable	Jan.—Aug.	Feb.—May	April—June	Mar.—April	30–40' of row	24" bush 36" vine	2"
Peppers	10 weeks	May	May—June	May—June	May	5–10 plants	24"	12–18"
Potatoes (sweet)	6 weeks	not suitable	not suitable	not suitable	May	50–100' of row	24"	12"
Potatoes (white, etc.)	not suitable	Feb.—May	April—June	May—June	Mar.—June	50–100' of row	24"	12"
Pumpkins	4 weeks	May	May	June	April 15—June	1–3 plants	72"	48"
Radish	not suitable	All year	March—Sept.	April—July	Mar.—Sept.	4' of row	12"	1 inch
Rhubarb	Crown piece	Dec.—Jan.	March—April	April	Feb.—March	2–3 plants	48"	36"
Rutabagas	not suitable	June—July	June or July	April—May	Mar.—July	10–15' of row	12"	3"
Spinach	not suitable	Aug.—Feb.	April & Sept.	April & July	Sept.—Jan.	10–20' of row	12"	3"
Squash (summer)	4 weeks	May	May—June	May—June	April 15—June	2–4 plants	36"	24"
Squash (winter)	4 weeks	May	May	May	April 15—May	2–4 plants	60"	36"
Tomatoes	8 weeks	May—June	May	May	May	10–15 plants	36", closer if supported	24"
Turnips	not suitable	Jan. & Aug.	Apr.—Sept.	April—May	Feb. & Aug.	10–15' of row	12"	3"
Watermelons	4 weeks	not suitable	May	not suitable	May	6 plants	60"	48"

^aMedford-area planting dates may be 7–10 days earlier and extend 7–10 days later than dates indicated for western valleys.

^bFor many of the crops, the amount to plant should be divided into several plantings, 1 or 2 weeks apart.

^cUse narrower spacings for small gardens.



CITY OF NEWPORT
169 SW Coast Hwy
Newport, OR 97365

PURCHASE ORDER

P.O. Date: 02/04/21

PO #: 20-014

Vendor Name: Xylem Water Solutions USA, Inc. Flygt Products

Deliver to: Newport WWTP

Address: 9625 SW Tualatin Sherwood Road

Address: 5525 SE 50th pl

City/State/Zip: Tualatin, Oregon 97062

City/State/Zip: Newport/OR/97366

Phone/FAX: (503) 240-1980

Phone/FAX: (541) 574-3371

Contact Name: Dave Olson

Contact Name: Andrew Grant

Department: Wastewater Treatment

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Parts	Parts associated with the emergency repair	29,009.69	29,009.69
		of Northside Pump Station #3		0.00
1	Labor	Labor for Northside pump #3 repair	6,681.00	6,681.00
				0.00
				0.00
				0.00
				0.00
TOTAL COST:				35,690.69

THIS PURCHASE ORDER INCORPORATES THE TERMS ON THE REVERSE SIDE AND THE CITY'S REQUEST FOR PROPOSAL AND CONTRACTOR'S RESPONSE THERETO, OR, IN THE ALTERNATIVE, THE CITY'S SOLICITATION DOCUMENT AND CONTRACTORS' BID. BY ITS SIGNATURE HEREUNDER, CONTRACTOR AGREES TO PERFORM THE SERVICES/PROVIDE THE PRODUCTS DESCRIBED IN SUCH DOCUMENTS, FOR THE FEE/AMOUNT SET FORTH THEREIN. THE CONTRACTOR WILL COMPLY FULLY WITH ALL TERMS AND CONDITIONS OF THE DOCUMENTS, THE NEWPORT MUNICIPAL CODE AND STATE AND FEDERAL LAW.

Fund	GL Dept	Expense Account	Project Code
602	3410	63200	

Notes/Special Instructions:

Authorizations:


Department Director


Finance Director


City Manager

Contractor's Authorized Signature

Contractor's Printed Name

Name of Company

SUBMIT THIS FORM FOR SIGNATURE ALONG WITH QUOTATION DOCUMENTATION PRIOR TO PURCHASE OF NON ROUTINE GOODS OR SERVICES COSTING \$5,000 OR MORE.

TERMS OF CITY'S PURCHASE ORDER

1. In the course of providing Services under this Purchase Order, Contractor will maintain good relations with the public. The City may treat the failure to maintain good relations with the public as a non-curable breach of this Purchase Order and may disqualify Contractor from future work for the City.
2. Contractor shall be incorporated as described in the Purchase Order. Unless otherwise set forth in the Purchase Order, Contractor shall begin Services on the Effective Date and shall complete Services no later than such date set forth in the Purchase Order or as agreed upon in writing by the parties.
3. Contractor certifies that: (a) Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any fund to which an administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding; (b) Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265; (c) No employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing; (d) Contractor currently has a City business license or will obtain one prior to delivering Services under the Agreement.
4. City has relied upon the professional ability and standing of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed with good workmanship and in accordance with generally accepted professional practices and standards of the industry in which Contractor operates as well as the requirements of applicable federal, state and local laws. Contractor's work will conform to the requirements of this Purchase Order. Acceptance of Contractor's work by City shall not operate as a waiver or release of this warranty. Contractor is fully liable for the acts and omissions of Contractor and Contractor's subcontractors which cause any damage, injury, death, property damage or loss to any person or property. Contractor will indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, costs, damages, judgments or other costs or expenses (including attorney's fees that may be assessed by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
5. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.
6. At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this Section due to no fault of Contractor, City shall pay Contractor for all approved and undelivered services rendered up to the date of termination. City may modify or terminate this Agreement without cause effective upon delivery of written notice to Contractor, or at such later date as may be established by City.
7. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
8. Neither City nor Contractor shall be considered in default because of any delay in completion and responsibility due to causes beyond the control and without fault or negligence on the part of the parties provided that the parties so deniable shall notify the other party in writing of the cause of delay. Each party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement.
9. Contractor agrees to comply with all applicable requirements of federal and state child rights and rehabilitation statutes, rules, and regulations, including, but not limited to those in Exhibit A. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
10. Contractor will perform additional work as may be necessary to correct errors in Services performed under this Agreement without undue delay and without additional cost.
11. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suit involving any question arising under this Agreement will be brought in the appropriate court of the State of Oregon. In any action arising under this Agreement, the prevailing party shall be entitled to such sum as the court may award as reasonable attorney fees and court costs, including any appeal. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, some provisions of which are attached to this Agreement as Exhibit A. All Contractor's work product accomplished under this Agreement, whether in the form of designs, drawings, surveys, diagrams, specifications, reports, or other writings, shall become the exclusive property of the City. The City is the owner of any copyright therein, upon City's final payment to Contractor. This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

EXHIBIT A

- ORS 379B.230 Conditions concerning payment, contributions, fees, withholding. The contractor shall: 1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; 2. Pay all contributions or amounts due to the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167, 5. In addition to the conditions specific in subsection 1-4 above, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. (ORS 379C.403)
- ORS 379C.415 Condition concerning payment of claims by public officers, payment to persons furnishing labor or materials and employees. 1. If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract, the proper officer or officers representing a municipality, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against bonds due or to become due the contractor by reason of the contract; 2. If the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within thirty days after receipt of payment from the contracting agency or a subcontractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 379C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 379C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived; 3. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Connectors Board, unless payment is subject to a good faith dispute as defined in ORS 379C.580. 4. The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- ORS 379B.230 Condition concerning payment for medical care and providing workers' compensation. (See ORS 379C.530 for public improvement contract) 1. The contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and fees that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services; 2. All subject employees working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.136.
- ORS 379B.020, 379B.235, 379C.520, 379C.540 Condition concerning hours of labor. 1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 379A.035 (or 379C.100) the employee shall be paid at least time and a half pay; (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week, when the work week is five consecutive days, Monday through Friday; or (b) For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) For all work performed on Saturday and on any legal holiday specified in ORS 379B.020 (or 379C.540). 3. In the case of public contracts for personal services as described in ORS 379A.035 (or 379C.100), the contract shall contain a provision that the contractor's employees who work under the public contract shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 205 from meeting overtime; 4. Persons employed under the public contract shall receive at least time and a half pay for work performed on the legal holiday specified in a collective bargaining agreement or in ORS 379B.020 (1)(b)(B) to (D) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- ORS 379C.630 Relating to prevailing rate of wage in public works contract. 1. In the event this contract is a public works contract, the parties shall stipulate in the contract the existing rate prevailing rate of wage and if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that must be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible, or Internet-accessible rates and by providing adequate information about how to access the rates; 2. Every contract and subcontract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 379C.238 and 379C.640.
3. Contractor will pay to the Commissioner of the Bureau of Labor and Industries (BOLI) a fee as provided in ORS 379C.82(1). The fee shall be paid to the commissioner under the administrative rule of the commissioner; 4. Every contract for public works, or in connection with a public works contract, shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Connection Board before starting work on the project, unless exempt under ORS 379C.836 (4), (7), (8) or (9).



Xylem Water Solutions USA, Inc.
Flygt Products

February 4, 2021

CITY OF NEWPORT
169 SW COAST HWY
NEWPORT OR 97385

9625 SW Tualatin Sherwood Road
Tualatin, Oregon 97062
Tel (503) 240-1980
Fax (503) 240-3445

Quote # R2018-POR-0043

Project Name:

Job Name:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Spare Parts		
Qty	Description	Unit Price
1	KIT,O-RING 3231/3306/3356	\$ 143.00
1	KIT,O-RING NBR 6X5 C	\$ 276.00
1	KEY,PARALLEL 20X12X63MM SS	\$ 62.00
1	RING,RETAINING OD-147.0MM	\$ 28.00
1	BEARING,BALL ANG CONT SNGL ROW 200X95X45MM, 7319BEM	\$ 1,094.00
2	GROMMET,CR 27ID 35OD 22L	\$ 30.00
1	CABLE UNIT	\$ 141.00
2	DETECTOR,LEAKAGE UNIT FLS	\$ 239.00
1	SPRING,COMPRESSION SS	\$ 22.00
2	LEAD-THROUGH UNIT	\$ 127.00
1	LEAD-THROUGH UNIT	\$ 146.00
1	SEAL,MECHANICAL WCCR/WCCR	\$ 3,923.00
1	DETECTOR UNIT PT-100	\$ 267.00
1	RING,RETAINING SS	\$ 26.00
1	BEARING,ROLLR UNIT SNGL ROWCYL 170X95X32 NJ219ECP/P6	\$ 553.00
1	BEARING,ROLLER CYL SNGL ROW 140X65X33, NU313ECPVLO241	\$ 1,765.00
1	TERMINAL BOARD UNIT	\$ 970.00
1	SEAL,MECHANICAL WCCR/WCCR	\$ 6,768.00
1	HOLDER,SEAL 431	\$ 3,760.00
1	WASHER,LOCK SS	\$ 99.00
1	O-RING 144.5 X 3.0 NBR	\$ 6.00
1	O-RING 109.5 X 3.0 FPM	\$ 42.00
1	RING,LOCK SS	\$ 302.00
1	SCREW,ALLEN M8 X 25 SS	\$ 2.60
1	NUT,ROUND KMK 19STEEL	\$ 201.00
1	REPLACE ROTOR SHAFT	\$ 6,307.69
12	LUG,CABLE COPPER	\$ 6.20
3	TERMINAL BLOCK	\$ 62.00
1	CABLE,CONTROL 4X0.96	\$ 30.00



Qty	Description	Unit Price
1	COVER,CI	\$ 1,113.00

Total Price	\$ 29,099.69
--------------------	---------------------

Labor & Other Charges

Qty	Description	Unit Price
40	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000	\$ 130.00
10	STEAM AND BAKE LARGE STATOR	\$ 130.00
1	ENV FEE >50HP NO TAX TP ENVIRONMENTAL FEE	\$ 94.00
1	MISC ITEMS,LARGE PUMPS TP MATERIALS,LUBES,SOLVENTS,ETC	\$ 87.00

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: (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.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Validity: This Quote is valid for forty five (45) days.

Terms of payment: Net 30 Standard

Warranty: Parts used for this repair carry a 12 month warranty.

This Quote does not include freight charges.

If this product is not repaired, a fee of \$_____will be charged for labor required for the inspection performed. We will require a purchase order from you for these charges.



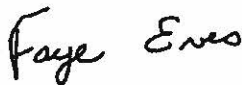
PLEASE NOTE: IF WE DO NOT HAVE A RESPONSE FROM YOU BY: (INPUT DATE APPROX. 2 WEEKS OUT) WE WILL INVOICE YOU FOR \$(INPUT MIN. LABOR HOURS) FOR THE TIME & LABOR HOURS OUR SERVICE DEPARTMENT HAS ALREADY SPENT IN PERFORMING THE TEARDOWN & INSPECTION OF YOUR PRODUCT. YOUR PROMPT ATTENTION & RESPONSE IS GREATLY APPRECIATED.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Dave Olson
Sales Representative
Phone: 503-280-2176
Cell: 503-789-7330
david.olson2@xyleminc.com
Fax: 503-240-3446



Faye Eves
Technical Inside Sales
Phone: 610/408-6520
faye.eves@xyleminc.com
Fax: 610/647-5563



