

CITY OF YUBA CITY
STAFF REPORT

Date: October 5, 2021
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Mid-Year Capital Acquisition Requests

- Recommendation:**
- A. Approve the following mid-year capital acquisition purchases:
 - 1. Two (2) Servotough Oxygen Analyzers and Sampling System
 - 2. Three (3) Kurz Instruments Wet Biogas Flowmeters
 - 3. Endress Hauser Promag Flowmeter
 - 4. Amperometric Titrator
 - 5. Three (3) Badger Magnetic Flowmeters
 - 6. Caterpillar Model 302 Compact Excavator

 - B. Authorize a supplemental appropriation and related transfers in the amount of \$50,941.59 from Account No. 8120-63451 (WWTF Major Maintenance) to 8120-69201 (WWTF Equipment) for the purchase of two (2) Servotough Oxygen Analyzers and Sampling System (Item 1).

 - C. Authorize a supplemental appropriation and related transfers in the amount of \$29,345.57 from Account No. 8120-63473 (WWTF Special O&M Stonegate) to 8120-69201 (WWTF Equipment) for the purchase of three (3) Kurz Instruments Wet Biogas Flowmeters (Item 2) and three (3) Badger Magnetic Flowmeters (Item 5).

 - D. Authorize a supplemental appropriation and related transfers in the amount of \$19,682.85 from Account No. 8120-62701 (WWTF Professional Services) to 8120-69201 (WWTF Equipment) for the purchase of one (1) Endress Hauser Promag Flowmeter (Item 3).

 - E. Authorize a supplemental appropriation and related transfers in the amount of \$6,320.29 from Account No. 8120-63101 (WWTF Dues & Subscriptions) to 8120-69201 (WWTF Equipment) for the purchase of one (1) Amperometric Titrator (Item 4).

 - F. Authorize a supplemental appropriation and related transfers in the amount of \$44,502.96 from unallocated wastewater funds (Fund 518) to Account No. 6610-69415 (Vehicle Replacement Fund 620) for the purchase of a Caterpillar Model 302 Compact Excavator (Item 6).

G. Adopt a Resolution awarding the purchase of two (2) Servotough Oxygen Analyzers and Sampling System (Item 1) to Servomex Company of Sugar Land, TX in the total amount of \$50,941.59, with the finding that it is in the best interest of the City.

H. Adopt a Resolution awarding the purchase of three (3) Kurz Instruments Wet Biogas Flowmeters (Item 2) for the WWTF digesters to Clipper Controls Inc. of Sacramento, CA in the total amount of \$19,516, with the finding that it is in the best interest of the City.

I. Adopt a Resolution awarding the purchase of an Endress Hauser Promag Flowmeter (Item 3) for the WWTF effluent flow to Telstar Instruments of Concord, CA in the amount of \$19,682.85, with the finding that it is in the best interest of the City.

J. Adopt a Resolution awarding the purchase of an Amperometric Titrator (Item 4) to Borges & Mahoney Inc. of Concord, CA in the amount of \$6,320.29, with the finding that it is in the best interest of the City.

K. Adopt a Resolution awarding the purchase of three (3) Badger Magnetic Flowmeters (Item 5) for the WWTF digesters to Ken Grady Company, Inc. of Novato, CA in the amount of \$9,829.57, with the finding that it is in the best interest of the City.

Fiscal Impact: \$150,793.26 as follows:

1. \$50,941.59 – Servotough Oxygen Analyzers – Acct. No. 8120-69201
2. \$19,516.00 – Wet Biogas Flowmeters – Acct. No. 8120-69201
3. \$19,682.85– Promag Flowmeter – Acct. No. 8120-69201
4. \$6,320.29 – Amperometric Titrator – Acct. No. 8120-69201
5. \$9,829.57 – Badger Magnetic Flowmeters – Acct. No. 8120-69201
6. \$44,502.96 – Compact Excavator – Acct. No. 6610-69415

Purpose:

To authorize mid-year capital acquisition requests for improved operational efficiencies, customer service, and potential cost savings.

Background:

The Public Works Department has identified the need for six (6) capital acquisitions that were not anticipated during the Fiscal Year 21/22 budget process. Staff is requesting authorization to purchase the following capital acquisitions mid-year:

1. Two (2) Servotough Oxygen Analyzers and Sampling System (WWTF)
2. Three (3) Kurz Instruments Wet Biogas Flowmeters (WWTF)
3. Endress Hauser Promag Flowmeter (WWTF)
4. Amperometric Titrator (WWTF)
5. Three (3) Badger Magnetic Flowmeters (WWTF)
6. Caterpillar Model 302 Compact Excavator (Wastewater Collection)

A discussion of each item along with the fiscal impact is provided below.

Analysis:

Item 1: Servotough Oxygen Analyzers and Sampling System:

The Wastewater Treatment Facility (WWTF) requires oxygen analyzers to ensure the correct purity level of oxygen is supplied to the activated sludge aeration basin. The aeration basin cultures microorganisms that feed on and therefore remove waste from the influent; the level of liquid oxygen used in the aeration basin determines which organisms are cultured, and only specific microorganisms will correctly remove waste.

The facility's current oxygen analyzers are over 20 years old, no longer have replacement parts available, and have recently begun to experience significant failures that have resulted in the loss of one of the related flowmeters. These oxygen analyzers have therefore reached the end of their service life and now need to be replaced.

The existing oxygen analyzers are Servomex brand, which have served the facility very satisfactorily for over 20 years and work well with the associated equipment for the aeration basin. Public Works is requesting to replace the analyzers with the same brand in order to easily plug into the existing system and housing and reduce staff training and system adjustment. The current model, Servotough Oxygen Analyzer, can only be purchased through the manufacturer Servomex Company of Sugar Land, TX. Sole sourcing of this equipment is allowed per the City's Purchasing Policies and Procedures Section 8-8.4.2., as it is an integral accessory compatible with existing equipment, has unique design and performance specifications, and the vendor is the only authorized seller of this product in the region.

Item 2: Kurz Instruments Wet Biogas Flowmeters:

The WWTF utilizes flowmeters in a number of phases of wastewater treatment, including in the digester building to analyze the performance of the digester and boiler. The current three (3) Wet Biogas Flowmeters have reached the end of their service life and were recommended for replacement by the inspecting consultant.

The consultant highly recommended the flowmeters manufactured by Kurz Instruments for the WWTF's particular equipment and processes for best function, accuracy, and compatibility. The sole authorized vendor for Kurz Instruments equipment for the region is Clipper Controls Inc. of Sacramento, CA. Sole sourcing of this equipment is allowed per the City's Purchasing Policies and Procedures Section 8-8.4.2., as it is equipment with unique design and performance specifications and the vendor is the only authorized seller of this product in the region.

Item 3: Endress Hauser Promag Flowmeter:

In addition to the digester flowmeters described above, the WWTF also utilizes two flowmeters in the final effluent stage of the treatment process as it is released into the public waterway. One of the two flowmeters has begun to malfunction due to water intrusion in the vault the flowmeter is housed in. In order to resolve the function issues and help the equipment resist future damage, the 15-year-old damaged flowmeter will need to be replaced. The Endress Hauser flowmeter is proprietary equipment that will need to be replaced with the current model from that brand in order to be compatible with the existing system.

Public Works is requesting to award the installation and purchase of the item to Telstar Instruments of Concord, CA, who are an authorized vendor of the appropriate Endress Hauser flowmeter model. Telstar performs the yearly evaluations on the WWTF's permit-required flowmeters and also provides yearly calibrations for the WWTF per the State Water Control Board's permit requirements, and is therefore uniquely familiar with the facility, the equipment, and the City's needs, which is in accordance with the City's Purchasing Policies and Procedures Section 8-8.4.2. for sole source justification. The scope of work and price from Telstar Instruments for this project is listed as Option 2 in Exhibit 3A.

Item 4: Amperometric Titrator:

The WWTF requires an Amperometric Titrator to calibrate and verify the calibration of its process control analyzers; incorrect calibration risks violation of the City's NPDES permit. The WWTF maintenance team has replaced multiple parts and made a number of repairs, but ultimately the problems have persisted and the equipment will need to be replaced. The current titrator started experiencing issues after the annual budget submission, so was not requested at that time.

The Amperometric Titrator is proprietary equipment and Borges & Mahoney Inc. is the sole authorized vendor for the region; the titrator does not require installation. Sole sourcing of this equipment is allowed per the City's Purchasing Policies and Procedures Section 8-8.4.2. The quote from Borges & Mahoney Inc. has been included as Exhibit 4A.

Item 5: Badger Magnetic Flowmeters:

The WWTF currently utilizes flowmeters in two sizes in the digester building to monitor process conditions, increase digester awareness, and calculate loading rates and detention time around the clock. All but one of these meters are proprietary Badger-brand flowmeters, which provides for more efficient and standardized maintenance, parts, and operation. One (1) 3" flowmeter and two (2) 4" flowmeters have recently malfunctioned and need replacement.

The 3" flowmeter which malfunctioned is not currently a Badger Magnetic Flowmeter, but Public Works would like to replace it with the Badger equipment to complete the standardized set. The selected Badger Magnetic Flowmeters are proprietary equipment and Ken Grady Company, Inc. is the sole authorized vendor for the region, which is in accordance with the City's Purchasing Policies and Procedures Section 8-8.4.2. for sole source justification. The WWTF maintenance team will do the installation of the equipment in-house. The quote from Ken Grady Company, Inc. is included as Exhibit 5A.

Item 6: Caterpillar Model 302 Compact Excavator:

The Wastewater Collection Division is responsible for the maintenance of approximately 220 miles of sewer main, 17 lift stations, and 140 Stonegate-area pump units. The division works closely with the City's utility customers to ensure that the City-owned main and the customer-owned service lateral operate as one. As part of this overall goal, the City installed a new sewer main on Clark Avenue in 2005 to replace an aged backlot sewer line, and at that time planned to relocate the private service laterals of the affected 19 homes to the new line; however, this project never occurred and the remaining backlot line has continued to degrade and become compromised.

Public Works would like to move forward with the relocation project, but preliminary research has shown that contracting the work is estimated at approximately \$25,000 per service for a total of up to \$475,000. For the last several years, the Department has considered developing an in-house dig crew for this sort of work in response to rising contractor costs and availability. The Wastewater

Collection Division rented the equipment and performed two (2) of the 19 lateral relocations, and the total for labor and materials was around \$13,000, half of the contracting estimate for one installation.

Public Works has acquired competitive quotes for a Compact Excavator, the key piece of equipment needed to initiate a dig crew, using the specifications created by the Sourcewell cooperative purchasing agency and following the City's informal bid procurement method. At a cost of \$44,502.96, the savings on the Clark Avenue service lateral relocation alone should cover the investment in this capital acquisition.

Fiscal Impact:

Item 1: Servotough Oxygen Analyzers and Sampling System:

The total cost of the purchase of the two (2) Servotough Oxygen Analyzers and Sampling System, including installation, commissioning, and extended warranty, is \$50,941.59. There are sufficient funds available in the WWTF's operating budget for this purchase, which will need to be transferred to the Equipment account (Account No. 8120-69201) for depreciation tracking of these capital acquisitions. The quote from Servomax Company may be seen in Exhibit 1A.

Item 2: Kurz Instruments Wet Biogas Flowmeters:

The total cost of the purchase of three (3) Kurz Instruments Wet Biogas Flowmeters, including installation and training, is \$19,516. There are sufficient funds available in the WWTF's operating budget for this purchase, which will need to be transferred to the Equipment account (Account No. 8120-69201) for depreciation tracking of these capital acquisitions. The quote from Clipper Controls Inc. may be seen in Exhibit 2A.

Item 3: Endress Hauser Promag Flowmeter:

The total cost of the purchase of the Endress Hauser Promag Flowmeter, including installation, startup, and commissioning, is \$19,682.85. There are sufficient funds available in the WWTF's operating budget for this purchase, which will need to be transferred to the Equipment account (Account No. 8120-69201) for depreciation tracking of these capital acquisitions. The quote from Telstar Instruments may be seen in Exhibit 3A (Option 2).

Item 4: Amperometric Titrator:

The cost of the purchase of the Amperometric Titrator from Borges & Mahoney Inc. is \$5,670.29 with an estimated \$650 in sales tax and shipping, for an estimated total of \$6,320.29. There are sufficient funds available in the WWTF's operating budget for this purchase, which will need to be transferred to the Equipment account (Account No. 8120-69201) for depreciation tracking of these capital acquisitions. The quote from Borges & Mahoney Inc. may be seen in Exhibit 4A.

Item 5: Badger Magnetic Flowmeters:

The total cost of the purchase of the three (3) flowmeters including shipping, sales tax, and materials for installation is \$9,829.57. There are sufficient funds available in the WWTF's operating budget for this purchase, which will need to be transferred to the Equipment account (Account No. 8120-69201) for depreciation tracking of these capital acquisitions. The quote from Ken Grady Company, Inc. may be seen in Exhibit 5A.

Item 6: Caterpillar Model 302 Compact Excavator:

The total cost of the equipment purchase meeting the Department's specifications is \$44,502.96. Public Works would like to use unallocated wastewater funds for this capital acquisition, and believes that the savings associated with using the excavator instead of contracting those projects will offset the use of unallocated funds. The unallocated funds will need to be transferred to the Vehicle Replacement Fund for depreciation tracking and replacement funding. The three competitive quotes, including the apparent low bid from Holt of California, may be seen in Attachment 6.

Alternatives:

1. Deny the purchase of one or more of the acquisition requests.
2. Direct staff to request one or more of the acquisitions in the Fiscal Year 22/23 budget.
3. Direct staff to issue competitive bids for one or more of the sole source award requests.

Recommendation:

A. Approve the following mid-year capital acquisition purchases:

1. Two (2) Servotough Oxygen Analyzers and Sampling System
2. Three (3) Kurz Instruments Wet Biogas Flowmeters
3. Endress Hauser Promag Flowmeter
4. Amperometric Titrator
5. Three (3) Badger Magnetic Flowmeters
6. Caterpillar Model 302 Compact Excavator

B. Authorize a supplemental appropriation and related transfers in the amount of \$50,941.59 from Account No. 8120-63451 (WWTF Major Maintenance) to 8120-69201 (WWTF Equipment) for the purchase of two (2) Servotough Oxygen Analyzers and Sampling System (Item 1).

C. Authorize a supplemental appropriation and related transfers in the amount of \$29,345.57 from Account No. 8120-63473 (WWTF Special O&M Stonegate) to 8120-69201 (WWTF Equipment) for the purchase of three (3) Kurz Instruments Wet Biogas Flowmeters (Item 2) and three (3) Badger Magnetic Flowmeters (Item 5).

D. Authorize a supplemental appropriation and related transfers in the amount of \$19,682.85 from Account No. 8120-62701 (WWTF Professional Services) to 8120-69201 (WWTF Equipment) for the purchase of one (1) Endress Hauser Promag Flowmeter (Item 3).

E. Authorize a supplemental appropriation and related transfers in the amount of \$6,500 from Account No. 8120-63101 (WWTF Dues & Subscriptions) to 8120-69201 (WWTF Equipment) for the purchase of one (1) Amperometric Titrator (Item 4).

F. Authorize a supplemental appropriation and related transfers in the amount of \$44,502.96 from unallocated wastewater funds (Fund 518) to Account No. 6610-69415 (Vehicle Replacement Fund 620) for the purchase of a Caterpillar Model 302 Compact Excavator (Item 6).

G. Adopt a Resolution awarding the purchase of two (2) Servotough Oxygen Analyzers and Sampling System (Item 1) to Servomex Company of Sugar Land, TX in the total amount of \$50,941.59, with the finding that it is in the best interest of the City.

H. Adopt a Resolution awarding the purchase of three (3) Kurz Instruments Wet Biogas Flowmeters (Item 2) for the WWTF digesters to Clipper Controls Inc. of Sacramento, CA in the total amount of \$19,516, with the finding that it is in the best interest of the City.

I. Adopt a Resolution awarding the purchase of an Endress Hauser Promag Flowmeter (Item 3) for the WWTF effluent flow to Telstar Instruments of Concord, CA in the amount of \$19,682.85, with the finding that it is in the best interest of the City.

J. Adopt a Resolution awarding the purchase of an Amperometric Titrator (Item 4) to Borges & Mahoney Inc. of Concord, CA in the amount of \$6,320.29, with the finding that it is in the best interest of the City.

K. Adopt a Resolution awarding the purchase of three (3) Badger Magnetic Flowmeters (Item 5) for the WWTF digesters to Ken Grady Company, Inc. of Novato, CA in the amount of \$9,829.57, with the finding that it is in the best interest of the City.

Attachments:

1. Resolution – Item 1 Servotough Oxygen Analyzers and Sampling System
 - A. Servomex Company Quotation No. 621046851
2. Resolution – Item 2 Kurz Instruments Wet Biogas Flowmeters
 - A. Clipper Controls Inc. Quote No. CCIQ26603
3. Resolution – Item 3 Endress Hauser Promag Flowmeter
 - A. Telstar Instruments Reference SR# 10-38664
4. Resolution – Item 4 Amperometric Titrator
 - A. Borges & Mahoney Inc. Quote No. 21-82501
5. Resolution – Item 5 Badger Magnetic Flowmeters
 - A. Ken Grady Company, Inc. Quote 09/28/2021
6. Item 6 Caterpillar Model 302 Compact Excavator – Three (3) Quotes

Prepared by:

/s/ Scarlett O. Harris

Scarlett O. Harris
Administrative Analyst I

Submitted by:

/s/ Dave Vaughn

Dave Vaughn
City Manager

Reviewed by:

Department Head

City Attorney

DL

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE AND INSTALLATION OF TWO (2)
SERVOTOUGH OXYGEN ANALYZERS AND SAMPLING SYSTEM TO
SERVOMEX COMPANY OF SUGARLAND, TX**

WHEREAS, the City of Yuba City requires oxygen analyzers to properly cultivate microorganisms in the activated sludge aeration basin at the Wastewater Treatment Facility (WWTF); and

WHEREAS, the City desires to purchase two (2) Servotough Oxygen Analyzers and Sampling System to replace existing Servomex-brand oxygen analyzers that have reached the end of their service life; and

WHEREAS, the Servotough Oxygen Analyzers and Sampling System have unique specifications that best operate with existing operations at the WWTF, and are produced and sold directly by Servomex Company of Sugar Land, TX; and

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and pricing and determined them to be fair, reasonable, and appropriate for the accurate operation of the WWTF's aeration basin; and

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is equipment with unique performance specifications integral to existing infrastructure, staff has significant training and experience with the equipment, and it is solely available from the manufacturer; and

WHEREAS, the City desires to award the purchase and installation of two (2) Servotough Oxygen Analyzers and Sampling System to Servomex Company of Sugarland, TX in the amount of \$50,941.59.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds and determines that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as this contract is to allow for the repair, operation, and operation of an existing public wastewater treatment plant facility, involving the replacement of existing oxygen analyzers and sampling system that will involve negligible or no expansion of the existing facility. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The City Council of Yuba City awards the purchase and installation of two (2) Servotough Oxygen Analyzers and Sampling System to Servomex Company of Sugarland, TX in the amount of \$50,941.59, with the finding that it is in the best interest of the City.

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 5th day of October, 2021.

AYES:

NOES:

ABSENT:

Marc Boomgarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Servomex Company Quotation No. 621046851

EXHIBIT 1A

QUOTATION



Quotation Number:	621046851
Document Date:	06/09/2021
Customer Number:	40564
Sales District:	US0072 Clipper Controls

Servomex Company
 12300 Dairy Ashford Suite 400
 Sugar Land, Texas 77478, U.S.A.
 Tel: +1 281 295 5800, Fax: +1 281 295 5899
 Email: americas_sales@servomex.com
 Website: www.servomex.com

QUOTE ADDRESS	SHIP TO ADDRESS
CITY OF YUBA CITY 320 Burriss Drive Yuba City CA 95991	CITY OF YUBA CITY 320 Burriss Drive Yuba City CA 95991

Your Inquiry Number:	Yuba City 1100 replacements	Quote Valid Until:	11/19/2021
Incoterms@2020:	FCA Servomex Dock	Currency:	USD
Payment Terms:	Pro forma		

Contact: Americas Business Centre, Tel: (1) 281 295 5800, Email: americas_sales@servomex.com

QUOTATION DETAILS	Page 1 of 6
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Item	Material Description	Quantity	Price	Amount			
	<p>COVID-19: The World Health Organization has declared that COVID-19 constitutes a pandemic. Servomex is monitoring the situation and taking the necessary steps to ensure the safety of all our employees, suppliers and customers. As a result, there may be a delay in the quoted or contractually confirmed dates for delivery and performance of the products and/or services (including commissioning) requested. Due to the unforeseeable consequences of the COVID-19 pandemic and the continually changing situation as governments and authorities work to understand and mitigate its many effects, we consider this to be a Force Majeure event. We apologise for any inconvenience these delays may cause but we are strongly committed to the safety and well-being of our employees, suppliers and customers.</p> <p>These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.</p> <p>ESTIMATED LEADTIME: 14-16 weeks, ARO.</p> <p>Please note that this lead time is indicative and based on our current stock level and material availability. Consequently, this is subject to possible changes. If you do not accept partial shipments, the longest lead time item will apply to your entire order.</p> <p>Lead times communicated in this quotation are according to estimated completion date or when product is made available for collection and does not include transit time to your facility. If this is of importance to you, please add the appropriate number of weeks to import and nationalize products for delivery to your location, when factoring delivery lead time.</p> <p>Order acceptance will only be possible if the following information is given in the order:</p> <ol style="list-style-type: none"> 1) End User Name 2) Final destination (Address of use) 3) End Use 						

QUOTATION



Servomex Company
 12300 Dairy Ashford Suite 400
 Sugar Land, Texas 77478, U.S.A.
 Tel: +1 281 295 5800, Fax: +1 281 295 5899
 Email: americas_sales@servomex.com
 Website: www.servomex.com

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QUOTATION DETAILS	Page 2 of 6
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Item	Material Description	Quantity	Price	Amount
	<p>As part of our due diligence (diversion risk) we are also required to obtain proof of end user. This could be one of the following:</p> <ul style="list-style-type: none"> · Shipping or selling direct to end user · End user undertaking completed by final end user (e-form 3a available via our website) · Unpriced copy PO issued by final end user listing product purchased or <p>If you have difficulty in supplying one of the above, please contact our sales team so we can assist you.</p> <p><i>ATT'N: Aaron Orr Yuba City E: aorr@yubacity.net P: (530) 565-5261</i></p> <p><i>If there are any questions concerning this quotation, please contact your Servomex local business partner:</i></p> <p><i>Josh Christian Regional Sales Manager E: JChristian@Servomex.com P: (713) 515-3215</i></p> <p><i>Phillip Proctor Inside Sales Engineer E: PProctor@Servomex.com P: (281) 295-5842</i></p> <p><i>Thank you, Allan Overmyer Customer Service Representative E: AOvermyer@Servomex.com P: (281) 295-5838</i></p> <p><i>Rev 1 (2021-09-08) Revise to current pricing</i></p>			
0010	<p>01910B1 SP6000US SERVOTOUGH Oxy O2 Analyser</p> <p><i>With the following configuration:</i></p> <p>Analyser Certification c<CSA>us Class 1 Div 1 Zone 1 Supply Voltage 100-120Vac 50/60Hz Measurement Standard Sample Flow 200 ml/min (nominal) Sample Heater Not Required Internal Pressure Compensation Not Required</p>	2 EA	15,304.00 per 1 EA	30,608.00

QUOTATION



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QUOTATION DETAILS	Page 3 of 6
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Item	Material Description	Quantity	Price	Amount
	Internal Flow Sensor Not Required Auto Validation/Calibration Not Required Digital Communications Modbus RTU (RS-485) Sample Inlet Standard 1/4" NPT(F) Enclosure Options Breather Fittings Conduit Entry NPT. (2 X 1/2" & 2 X 3/4") Operators Manual English Oxy Safety Manual Not Required IMPORTANT:- Full details of the current Hazardous Area approvals and markings for Servomex certified products can be found within the relevant Product Certification Manuals that can be downloaded from the Servomex website https://www.servomex.com/product-certification-hazardous-areas/ . Copies of the specific Product Certification manual relating to this quotation can also be sent on request. Please contact Servomex customer support for further assistance if required. ***** Servomex strongly recommends you purchase our Start Up and Commissioning package to ensure optimum performance of your analyser or system from day one. Purchasing this package will extend the analyser warranty by 6 months. Country of Origin: GB Commodity code: 902710 10 EU Dual Use Code: NOT LISTED ECCN Code: EAR99			
0020	ASYSTEM SP6000US Sampling system Basic Dry Sampler (custom bracket) (2) Long tube flowmeters (0.30 / 20 SLPM) (1) 7um filter Country of Origin: US Commodity code: 902790 80 EU Dual Use Code: NOT LISTED ECCN Code: EAR99	2 EA	2,924.25 per 1 EA	5,848.50
0999	PACKING SP6000US Packing & Handling Charge	1 EA	350.00 per 1 EA	350.00
Total excl. tax				36,806.50
Tax Jur Code Level 1(7.25 %)				2,668.48
Total Inc. Tax				39,474.98
Option 1				

QUOTATION



Servomex Company
 12300 Dairy Ashford Suite 400
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 Tel: +1 281 295 5800, Fax: +1 281 295 5899
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QUOTATION DETAILS					Page 4 of 6
Item	Material Description		Quantity	Price	Amount
1010	S1910B1SPARES SP6000US Oxy Base Pack (1-2) Spares Kit containing... 1 x Spare PSU PCB Kit 1 x Spare Insulating Lid Kit 1 x Spare Connector Kit 1 x Spare Ribbon Cable 1 x Spare Heater Cable 1 x Spare Heater Kit 1 x Manual, 1900 Digital, Service 3 x Screw Grub M4 4mm SS Hex Socket Country of Origin: GB Commodity code: 902790 00 EU Dual Use Code: NOT LISTED ECCN Code: EAR99		1 EA	3,390.00 per 1 EA	3,390.00
1020	EXT WARRANTY - 2YR SP6000US Extended Warranty - 2 Year This package extends the standard analyzer factory warranty from 12 to 24 months. Warranty period begins on the day your Servomex analyzer was shipped. All equipment covered by this program must be returned to the Servomex Service Center for warranty service. If on-site warranty service is requested, end user is responsible for all expenses and travel time to and from the site. On-site labor and parts will be covered by extended warranty.		2 EA	918.24 per 1 EA	1,836.48
1030	COMMISSIONING SP6000US Commissioning Analyser(s)(system) To ensure optimum performance of your Analyzer and sample system, Servomex recommends the purchase of our commissioning services. Services will be conducted by a certified Servomex Technician and are necessary to ensure trouble free ownership of your new Analyzer and sample system. Customers who purchase this service will receive a six month extension of the standard factory warranty as an additional benefit. Commissioning Services include:		1 EA	5,465.00 per 1 EA	5,465.00

QUOTATION



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Item	Material Description	Quantity	Price	Amount
	Inspection of Electrical and Physical Installation of Analyzer and system (if provided). Confirm Sample system operation and suitability for Analyzer operation. Conduct calibration and confirm proper operation of Analyzer. Document list of installation discrepancies that could result in poor Analyzer performance or the voiding of Analyzer warranty.			
		Option 1 Total Excl. Tax		10,691.48
		Tax Jur Code Level 1(7.25 %)		775.13
		Option 1 Total Inc. Tax		11,466.61
	<p>COMMERCIAL NOTES:</p> <p>1. Quotation Number: Please reference the Servomex Quotation number on the Purchase Order to facilitate efficient order processing.</p> <p>2. Terms and Conditions: Servomex supplies its products and services pursuant to the "Servomex Company, Inc. Terms and Conditions - USA and Asia Pacific" a copy of which is provided to you as part of our response. If awarded the purchase, Servomex looks forward to negotiating a mutually acceptable product purchase contract based on our Terms and Conditions, unless previous agreed upon Terms and Conditions exist between Customer and Servomex Company.</p> <p>3. Payment Terms: Unless previous agreed upon Payment Terms exist between Customer and Servomex Company, Inc., Payment Terms are Pro Forma. Orders which include one or more of the following elements shall incorporate progress payments:</p> <ul style="list-style-type: none"> - Customer engineering requiring buyer approval of Supplier's engineering specifications. - Large buyout content of instruments included in the order. - Extended delivery beyond normal production schedules. - Order value in excess of current operating policy minimums for large orders subject to progress payments. <p style="padding-left: 40px;">When progress payments are included in the order, they shall be appointed as stated in the Supplier's quotation in accordance with the following schedule as appropriated.</p> <ul style="list-style-type: none"> - 10% of contract price with purchase order - 15% of contract price with specification approval - 25% of contract price thirty (30) days after specifications approval - 50% of contract price not thirty (30) days from date of shipment and final invoice <p>4. Incoterm: The Servomex preferred Incoterm is Free Carrier Acceptance (FCA) - Servomex Shipping Point. Carriage Paid To (CPT) Prepay and Add to Invoice - Servomex Shipping Point will be accepted if you are unable to accommodate FCA.</p> <p>5. Order Cancellation Schedule: Standard cancellation fees are indicated below.</p> <ul style="list-style-type: none"> - 20% - up to 14 calendar days from receipt of purchase order - 50% - between 15 and 60 calendar days from receipt of purchase order - 100% - 61+ calendar days from receipt of purchase order 			

QUOTATION



Servomex Company
12300 Dairy Ashford Suite 400
Sugar Land, Texas 77478, U.S.A.
Tel: +1 281 295 5800, Fax: +1 281 295 5899
Email: americas_sales@servomex.com
Website: www.servomex.com

Quotation Number:	621046851
Document Date:	06/09/2021
Customer Number:	40564
Sales District:	US0072 Clipper Controls

QUOTATION DETAILS	Page 6 of 6
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Item	Material Description	Quantity	Price	Amount
	<p><i>The products quoted are for supply to the quoted country only. It is strictly prohibited to resell, onward ship or divert these products to Iran, Syria, Sudan, North Korea, or to any other destination in violation of the export control regulations of the United Kingdom and, whenever applicable, the United States.</i></p>			

Servomex Company, Inc. Terms and Conditions.

1. Interpretation:

1.1 For the purposes of these Terms and Conditions of Sale and Supply:

"Buyer" means the person, legal entity, firm or company which places an order for purchase of Products and/or Services as identified in any such order or Proposal as the case may be.

"Conditions" means these terms and conditions of sale and supply by the Supplier in the version valid at the time of conclusion of the Contract.

"Contract" means the agreement between the Supplier and the Buyer arising as a result of the Buyer's submission of an order for the Products and/or Services as specified in the Proposal and Supplier's written acceptance of such order. Such Contract shall be deemed to incorporate and be governed by the Proposal and these Conditions. The Proposal shall take precedence in the event of any conflict between the Conditions and the Proposal.

"Products" means the goods specified in the Proposal to be supplied by the Supplier to the Buyer under the Contract and Products shall include, where applicable, any Software.

"Proposal" means a proposal document and/or quotation issued by the Supplier describing the Products and/or Services to be provided to or for the Buyer subject to these Conditions.

"Services" means any services which the Supplier has agreed to provide to or for the Buyer under the Contract, as more fully described in the relevant Proposal. Services may include but are not limited to commissioning of the products.

"Software" means as defined in Condition 14.

"Specification" means, for Products, the Supplier's published technical specification and/or other documented requirements and, for Services, the Supplier's published statement of work or its standard operating procedures.

"Supplier" means Servomex Company or any of its affiliates as named in the Proposal or the written acceptance issued by the relevant Supplier.

"System" means a set of Products supplied together as one unit, for example physically connected electronically and/or by gas pipework; or contained, within an enclosure or other structure.

"Warranty Period" means for all Buyers a period of twelve (12) months from the date of delivery as defined in Condition 6.1. For Supplier's formally appointed distributors, the warranty period is eighteen (18) months from the date of delivery or twelve (12) months from the date of commissioning, whichever is earlier. If the Buyer has also purchased commissioning services from the Supplier, the warranty period is twenty-four (24) months from the date of delivery or eighteen (18) months from the date of commissioning, whichever is earlier.

2. Basis of Sale:

THESE CONDITIONS SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS WHICH APPEAR IN THE BUYER'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN THE BUYER'S ORDER.

No term or condition of the Buyer's order additional to or different from these Conditions shall become part of any Contract unless explicitly agreed to in writing by the Supplier. Receipt by the Buyer of any Products delivered by the Supplier, receipt by the Buyer of any Services performed by the Supplier or payment by the Buyer of any invoice rendered hereunder, shall be conclusively deemed acceptance of these Conditions. The Supplier's failure to object to any provision contained in any communication from the Buyer shall not be construed as a waiver of these Conditions nor as an acceptance of any such provision.

3. Proposal:

Prices, specifications and delivery date referenced in the Supplier's Proposal are for information only and shall not be binding on the Supplier until all technical requirements have been agreed and the Supplier has accepted the Buyer's order.

4. Orders:

By submitting an order to the Supplier, the Buyer agrees to be subject to these Conditions in their entirety. All orders must be bona fide commitments showing definite prices and quantities and mutually agreed shipping dates. No order, whether or not submitted in response to a Proposal by the Supplier, shall be binding upon the Supplier until accepted in writing by the Supplier.

5. Prices and Taxes:

The prices for Products and/or Services shall be the price stated in the Proposal or as otherwise agreed in writing by the Supplier. Prices and fees do not include taxes (including without limitation sales, value added tax, use or excise taxes), transport charges, insurance, export and/or import charges, imposts or duties applicable to the Products sold and/or Services supplied under the Contract unless otherwise expressly stated. Buyer shall pay any applicable taxes, transport charges, insurance, export and/or import charges, imposts or duties as stated in the Supplier's invoice unless the Buyer provides the Supplier with any necessary and valid tax exemption certificate.

6. Shipment and Delivery:

6.1 The Supplier shall deliver the Products FCA (Free Carrier, Incoterms 2020) to Supplier's manufacturing facility, a nominated third party logistics agent or an (international) airport close to Supplier's manufacturing facility as agreed by the parties. The delivery date shall be when the Products are so made available. Any dates quoted by the Supplier for delivery of Products or provision of Services are approximate only. Time for delivery or provision is not of the essence and the Supplier shall not be liable for any delay in delivery of Products or provision of Services howsoever caused. If any delivery or performance schedule has been provided, such schedule is not binding on Supplier and any period of delay caused by Buyer shall automatically extend the schedule by an equivalent period.

6.2 The Supplier reserves the right to make delivery of Products by instalments and to tender a separate invoice in respect of each instalment. When delivery is to be by instalments or the Supplier exercises its right to deliver by instalments or if there is delay in the delivery of any one or more instalments for whatever reason the Buyer shall not be entitled to treat the Contract as terminated.

6.3 If the Buyer or its nominated representative does not collect or take physical delivery of the Products within fourteen (14) days of delivery as defined in Condition 6.1, Supplier may charge to the Buyer the costs of storing the Products being one per cent (1%) of the total value of the order for each week or part thereof that Supplier must store the Products.

7. Passing of Risk and Title:

7.1 Risk of loss and damage to the Products shall pass to the Buyer when the products are delivered in accordance with Condition 6. Buyer must provide own insurance from that point. Any claims for loss or damage related to delivery shall be notified to Supplier within five (5) calendar days of the date of delivery.

7.2 Notwithstanding risk in the products passing in accordance with Condition 7.1 hereof title in the Products shall not pass to Buyer until payment is received by Supplier for the Products and no other amounts remain outstanding from Buyer to Supplier in respect of other products supplied by Supplier whether under the Contract or not.

7.3 Until title to the Products passes, Buyer will hold the Products as fiduciary agent and bailee for Supplier and the Products shall be kept separate and distinct from all other property of Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to Supplier. Buyer shall ensure that the Products are not subject to any mortgage, charge, lien or any other security interest of any kind however created or arising.

7.4 Notwithstanding Condition 19, until such times as the title in the Products has passed to Buyer Supplier has the right either (i) to withhold delivery if not already made, or (ii) if the Products have already been delivered, enter any premises of the Buyer where the Products may be stored for the purpose of recovering those Products, if Buyer (being a Company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under foreign law.

7.5 For the avoidance of doubt it is hereby declared that nothing in this Condition 7 shall affect the rights given to Supplier by sections 38-48 of the Sale of Goods Act 1979.

8. Services and Commissioning:

8.1 The Supplier shall provide Services substantially in accordance with the Proposal and these Conditions. Supplier shall not be liable to provide any items, articles, materials and/or services not expressly stated in the Proposal or the Contract. For the avoidance of doubt, Supplier shall have no liability to perform, supervise or approve any installation work in respect of the Products. Responsibility therefor shall be and remain with the Buyer at all times. Any dates quoted by the Supplier for delivery of the Services are approximate only. Time for provision is not of the essence and the Supplier shall not be liable for any delay in provision of Services.

8.2 The Buyer shall, upon the Supplier's reasonable request and otherwise as required, provide the Supplier with all necessary information and materials to enable the Supplier to provide Services in accordance with the terms of any relevant Contract. The Buyer will be responsible for the completeness and accuracy of all such information and materials provided and will ensure that it is and remains entitled to provide the same to the Supplier for use in connection with provision of the Services.

8.3 Buyer will further be responsible for ensuring that the Supplier and its employees and/or representatives are notified in writing of any rules or regulations relevant to the site where the Services are to be performed (provided such site is not a Supplier owned or operated site) and Buyer shall be responsible for escorting and supporting the Supplier's employees and/or representatives at all times while they are on site to keep those employees and representatives safe.

8.4 Supplier may refuse to perform the Services and/or may suspend or cancel such performance if it, its employees and/or representatives deem (at their sole discretion) the site or any aspect of the required work to be unsafe. The Supplier shall have no liability to perform or resume performance of any Services unless or until such time as it deems it safe to do so.

8.5 In the event of commissioning of the Products or other Services conducted on Buyer's or any third party site, the following conditions shall apply and Supplier's price and provision of commissioning are subject to the fulfillment of the following conditions at the expense and responsibility of Buyer:

(a) the timely and sufficient execution and completion of the installation of the Products and any other preparatory works in accordance with all applicable safety, electrical and building codes as well as with Supplier's requirements;

(b) unrestricted and timely access to the site, and any location within that site, where the Services are to be performed, to enable Supplier to start the Services at the scheduled date;

(c) the acquisition of all permits, licenses, rights of way, etc. of the pertinent authorities and/or site owner/operator required for or in connection with the Services; and

(d) the availability of all visas or any other permits necessary for Supplier's personnel and for the import and export of tools, equipment, and materials necessary to perform the Services.

8.6 In case any or all of the above conditions are not, not properly or not timely complied with, or Supplier is delayed in its performance of the Services caused by Buyer or other reason outside Supplier's control, the period of completion shall be extended accordingly and any and all costs resulting therefrom shall be paid by Buyer.

8.7 Supplier neither assumes liability nor offers any warranty for the fitness or adequacy of the site or premises where the Services are to be performed, nor the utilities available at the premises or the installation itself of the Products.

9. Terms of Payment:

9.1 Each shipment of Products shall be a separate transaction and the Buyer will be invoiced on delivery as defined in Condition 6.1. Notwithstanding the foregoing, if the Products constitute one or more Systems or if the Supplier otherwise requires, Buyer may (at Supplier's discretion) be invoiced in accordance with the following payment scheme:

- 10% of the price on issue of the order;

- 15% of the price on submission of the System specifications and any other agreed documents to Buyer;

- 25% of the price within thirty (30) days after submission of the System specifications and any other agreed documents to the Buyer; and

- 50% of the price within thirty (30) days after date of shipment and issue of final invoice.

9.2 In the event of a delay in the delivery or acceptance that is not attributable to Supplier, the payment scheme shall not be affected and Buyer shall pay the instalments based upon the initially agreed upon delivery or acceptance date.

9.3 The Supplier shall be entitled to invoice the Buyer, in respect of Services, yearly or monthly in advance. Unless otherwise stated on Supplier's invoice, terms of payment shall be net thirty (30) days from date of invoice.

9.4 All amounts due under a Contract shall be paid in full by the Buyer without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.

9.5 The Supplier may, in its sole discretion, determine at any time that the Buyer's financial condition requires full or partial payment in advance or the provision of security for payment by the Buyer in a form satisfactory to the Supplier.

9.6 If the Buyer fails to make any payment when due then, without prejudice to any other rights and remedies available to the Supplier, the Supplier shall (at its option) be entitled: (i) to treat the Contract as repudiated by the Buyer, and to suspend or cancel further delivery of Products and/or the provision of Services or any part thereof under that Contract or any other contract between them and claim damages and/or receive reasonable cancellation fees; or (ii) to affirm the Contract and claim damages from the Buyer; and (iii) to recover, in addition to the payment, interest on the unpaid amount (both before and after judgement) at the rate of 4% per annum above the Royal Bank of Scotland's prevailing base lending rate from time to time, until payment in full is made. Such interest shall be calculated on an aggregated daily basis.

9.7 The Supplier reserves the right to apply any payments received from the Buyer to any unpaid invoice whether issued by the Supplier under this Contract or not.

10. Modifications:

10.1 The Supplier may modify the Products, Services and/or any specifications provided the modifications do not adversely affect the performance of the Products. In addition, the Supplier may furnish suitable substitutes for materials unobtainable because of (including but not limited to) priorities or regulations established by government authority or non-availability of materials from its suppliers.

10.2 All descriptions, illustrations and any other information relating to the Products contained in the Supplier's catalogues, brochures, price lists, advertising material and any sales or other particulars or literature are made by way of general description, are approximate only and for the general guidance and information of the Buyer. They shall not constitute warranties or representations by the Supplier nor shall they form part of the Contract.

10.3 If the Buyer wishes to modify any of the Products or Services after the order is confirmed in writing by the Supplier, the Supplier may either (i) treat the request as a cancellation by the Buyer under Condition 18 or (ii) may accept the request subject to the Buyer first accepting any required amendment of the price and/or delivery period of the affected Products and/or Services.

11. Acceptance of Products, Commissioning and Services:

11.1 Subject to Condition 11.3, the Buyer shall have the right to inspect and test the Products in accordance with any agreed test procedure provided that such period shall not exceed ten (10) days after the date of delivery. Products shall be deemed finally inspected and accepted within ten (10) calendar days after delivery unless notice of rejection is given to the Supplier within such period. Acceptance shall constitute acknowledgement of full performance by the Supplier of all obligations under the Contract except as stated in Condition 12.

11.2 If the Buyer identifies any fault or defect in the Products, Buyer may reject the relevant Products by giving Supplier prior written notice. If, within Supplier's reasonable opinion, the rejection is justified, Supplier shall as a sole remedy correct the shortcomings as soon as possible and re-submit the Products within a reasonable period of time for inspection and test by Buyer in accordance with the agreed test procedure.

11.3 In case of commissioning of the Products by Supplier after delivery, Supplier shall notify Buyer when the Products have been commissioned and are ready for Buyer acceptance.

11.4 Upon acceptance of the Products and any commissioning or other Services, Buyer shall sign the commissioning or service report or other document submitted by Supplier as evidence of acceptance. Buyer must notify Supplier in writing if there is any defect or failure in the Products, Services or commissioning within ten (10) days after commissioning or Services are completed. Failure to notify Supplier within such period shall be deemed acceptance by Buyer on the date stated in the commissioning or service report or other document provided by Supplier.

11.5 Minor defects or deviations not affecting the operational use of the Products shall be stated in the commissioning or service report or other relevant document but shall not obstruct or suspend acceptance. Supplier undertakes to remedy such defects or deviations as soon as reasonably possible.

12. Warranties:

12.1 The Supplier warrants that all Products shall comply with the Specification for the Warranty Period.

12.2 The Supplier does not warrant any fitness of purpose of the Products sold. The Buyer shall be responsible for determining that the Products are suitable for Buyer's use and/or intended application and that such use and application complies with any applicable law; Buyer shall indemnify the Supplier for any loss, damage, cost, claim or expense arising from Buyer's failure to do so determine.

12.3 The Buyer must notify the Supplier in writing of any claimed breach of the warranty in Condition 12.1 immediately upon discovery and within the Warranty Period by either (i) completing the Warranty Request Form at www.servomex.com or (ii) by contacting their usual Supplier service representative.

12.4 The Buyer must return any claimed non-compliant Product to the Supplier's designated site, transportation charges prepaid by the Buyer and at the Buyer's risk. The Supplier reserves the right to charge the Buyer the list price of any replacement Product supplied under this warranty if the claimed non-compliant Product is not returned to the Supplier within sixty (60) calendar days after notification of the breach under Condition 12.3.

12.5 Within a reasonable time after receipt, the Supplier shall inspect the returned Product. If the Supplier determines after inspection that the Product does not comply with the warranty at Condition 12.1, the Supplier shall, at its option and cost, repair or replace the Product. The Supplier shall have a reasonable time to make the repairs or to replace the non-compliant Product. The Supplier shall pay the costs and bear the risk of shipment to the Buyer site of any repaired or replacement Products.

12.6 Only if the Buyer has purchased a System from and/or commissioning of the Products by the Supplier, the Buyer may request the Supplier to attend at the Supplier's cost at the Buyer's site to assess the claimed non-compliant Product and/or to perform a repair of the Product free of charge.

12.7 If the Supplier accepts liability for breach of the warranty in Condition 12.1, the Warranty Period shall be extended by the same number of months it takes the Supplier to repair the Product or to provide a replacement Product measured from the date of receipt of the claimed non-compliant Product at Supplier's designated site until the date of shipment back to the Buyer's site.

12.8 The Supplier warrants that it shall perform the Services substantially in accordance with the Specification and with reasonable skill and care.

12.9 The Buyer must notify the Supplier in writing of any claimed breach of Services warranty upon discovery and in any event no later than sixty (60) days after the date on which the Services were performed (as evidenced by the Supplier's service report), by either completing the Warranty Request Form at www.servomex.com or by contacting your usual Supplier service representative. Any non-conforming Services shall be re-performed as soon as reasonably practicable after the Supplier's receipt of the Buyer's notice under Condition 12.9. If the Supplier fails to rectify any deficient performance of the Services, the Buyer's sole remedy shall be reimbursement by Supplier of that portion of the price (as stated in the order) attributable to the non-compliant Services.

12.10 The Supplier shall not be liable for any breach of warranty:

a) if the Buyer makes further use of any claimed non-compliant Product after giving the notice required in Condition 12.3;

b) in case of Buyer's own fault, act or omission;

c) in case of any use or operation of the Products not in accordance with the Supplier's published instructions or operating manual;

d) caused by any drawing, design or specification supplied by the Buyer or from parts, materials or items supplied by the Buyer or from any parts or items that have not been completely manufactured by the Supplier;

Servomex Company, Inc. Terms and Conditions.

e) in case of accident, misuse, unforeseeable use, neglect, alteration, improper installation, improper commissioning, improper adjustment or calibration, improper repair, improper maintenance or improper testing, except to the extent **18.** caused or performed by the Supplier;

f) in case of use of the Products in conjunction with products, substances or materials not reasonably contemplated or approved by the Supplier;

g) in case of the Buyer's unauthorized addition to or modification of, or failure to comply with the Supplier's written instructions relating to, the Products or Services;

h) caused by any consumable parts (including but not limited to lubricants, fluids, filters) which fail as a result of normal usage;

i) if any seals on the Products have been broken;

j) caused by any latent defects or defects that were otherwise discoverable on delivery after expiry of the Warranty Period;

k) if Buyer fails to provide any information to the Supplier required under the Contract; or

l) in case of cyber-attack or security breach of any kind.

The Supplier further does not warrant that operation of the Software (as defined in Condition 14) will be uninterrupted or error free or that all program errors will be corrected.

12.11 If the Buyer fails to pay when due any portion of any payment due from the Buyer to the Supplier under a Contract or otherwise, all warranties and remedies granted under this Condition 12 shall not apply and shall be void.

12.12 The foregoing warranties are exclusive and in lieu of all other warranties, terms and conditions, express or implied by statute, common law or otherwise, to the extent permitted by law, including without limitation warranties of quality or fitness for a particular purpose. The Supplier's sole and exclusive liability, and the Buyer's sole and exclusive remedy, for breach of the warranties in this Condition 12 shall be as set forth in Conditions 12.5 and 12.9 hereof.

13. Liability.

13.1 Nothing in these Conditions shall exclude or limit either Party's liability for (i) fraud; (ii) death or personal injury caused by its negligence; (iii) any other liability to the extent that the same may not be excluded or limited as a matter of law.

13.2 The Supplier shall be liable to the Buyer for loss of or damage to the physical property of the Buyer caused by its negligence up to \$500,000 (five hundred thousand United States Dollars) in respect of any event or series of connected events. For the avoidance of doubt, neither damage to nor loss of or corruption of data shall constitute loss of or damage to physical property.

13.3 Subject to Conditions 13.1 and 13.2, the Supplier's maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Products under the Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% (one hundred per cent) of the total amount payable by the Buyer in respect of the Products under the Contract.

13.4 Subject to Conditions 13.1 and 13.2, in relation to Services Supplier's maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Services under any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by Buyer **20** in respect of Services under that Contract and in respect of Services continuing beyond one year, shall in no event exceed in any year 100% of the total amount payable by Buyer in respect of Services in that year.

13.5 Subject to Condition 13.1, the Supplier shall be under no liability to the Buyer for any loss of profit, loss or corruption of data, loss caused by cyber-attack, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, in all cases whether arising directly or indirectly, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in tort (including negligence), contract or otherwise.

13.6 Any claim arising out of or in connection with the Contract must be commenced against the Supplier within three years of (i) delivery of the Products or (ii) provision of the Services (as applicable) giving rise to the claim, whichever is the earlier, and Supplier shall have no liability to the Buyer under or in connection with any claim commenced after such time.

14. Software.

The Supplier (or its suppliers as the case may be) shall at all times have and retain title and full ownership of all software, firmware, programming routines, and documentation relating to such software supplied by the Supplier for use with the Products, and of all copies made by the Buyer or the end user of the Products (collectively "Software"). Supplier grants to the Buyer or end user a non-exclusive, non-sublicensable and non-transferable license to use such Software solely for use with the Products.

15. Intellectual Property Rights.

15.1 Notwithstanding delivery of and the passing of title in any Products and subject to Conditions 14 and 15.3, nothing in these Conditions or the Contract shall have the effect of granting or transferring to, or vesting in, the Buyer any intellectual property rights in or to any Products and/or Services.

15.2 Buyer acknowledges and agrees that all property, copyright and other intellectual property rights in any work or tangible deliverable item arising from or created, produced or developed by the Supplier under or in the course of **21** executing any Contracts (the "Works"), wherever in the world enforceable, including without limitations all right title and interest in and to the Works and all documents, data, drawings, specifications, articles, sketches, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Supplier and the Buyer shall acquire no right, title or interest in or to the same except as expressly stated in these Conditions. Moreover, the Buyer undertakes not to make any use of the Products and/or Services that could be likely to infringe the intellectual property rights of the Supplier.

15.3 The Supplier grants to the Buyer a non-exclusive, non-transferable and non-sublicensable license to use such of the Works as are necessary, and to the extent necessary, for the Buyer to obtain and utilize the intended benefit of the Services.

15.4 If any claim is made against the Buyer that the Products or Services infringe the patent, copyright or other rights subsisting in the UK of any third party, the Supplier shall indemnify the Buyer against all losses, damages, costs and expenses awarded against, or incurred by, the Buyer in connection with the claim or paid, or agreed to be paid, by the Buyer in settlement of the claim provided that: (i) the Supplier is given full control of any proceedings or negotiations in connection with any such claim; (ii) the Buyer shall give the Supplier all reasonable assistance for the purposes of any such proceedings or negotiations; (iii) except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Supplier; (iv) the Buyer shall do nothing which would or might vitiate any insurance policy or cover which the Buyer may have in relation to such infringement and shall use its best endeavors to recover any sums due thereunder and this indemnity shall not apply **22** to the extent that the Buyer recovers any sums under any such policy or cover; (v) the Supplier shall be entitled to the benefit of, and the Buyer shall accordingly account to the Supplier for, all damages and costs (if any) awarded in favor of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and (vi) without prejudice to any duty of the Buyer at common law, the Supplier shall be entitled to require the Buyer to take such steps as the Supplier may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Supplier is liable to indemnify the Buyer under this Condition 15.4, which steps may include (at the Supplier's option) accepting from the Supplier non-infringing, modified or replacement Products and/or Services.

15.5 The Supplier shall have no obligation or liability under Condition 15.4 insofar as the infringement arises from: (i) any additions or modifications made to the Products and/or Services in question, otherwise than by the Supplier or with his prior written consent; (ii) any information provided by the Buyer to the Supplier including without limitation any specification; (iii) performance by the Supplier of any work required to any Products, or performance of any Services, in compliance with the Buyer's requirements or specification; (iv) a combination with or an addition to equipment not manufactured or developed by the Supplier; or (v) the use of Products beyond that scope established by the Supplier or approved in writing by the Supplier.

15.6 Without prejudice to Condition 13.1, this Condition 15 states the entire liability of the Supplier and the exclusive remedy of the Buyer with respect to any alleged infringement of intellectual property rights belonging to a third party arising out of or in connection with the performance of any Contract. This Condition 15 shall be subject to the limits of liability in Conditions 13.3 and 13.4.

16. Force Majeure.

Notwithstanding anything to the contrary in these Conditions, the Supplier shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Products and/or Services being prevented, delayed or rendered uneconomic by reason of circumstances or events beyond the Supplier's reasonable control.

If due to such circumstances or events the Supplier has insufficient stocks to meet all its commitments the Supplier may apportion available stocks between its customers at its sole discretion. If an event of Force Majeure lasts for more than sixty (60) days each party is entitled to withdraw and to terminate the Contract concerned.

17. Confidential Information.

Each party undertakes to keep confidential, not use for its own purposes and not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging or relating to the other party which may become known to it unless such information is or becomes public knowledge (other than by breach of this Condition) or is required to be disclosed by order of a competent authority.

Cancellation, Rescheduling and Termination.

18.1 Contracts for Products and/or Services accepted by the Supplier may be cancelled or rescheduled by the Buyer only with the written consent of the Supplier (which consent the Supplier may withhold at its sole discretion and for any reason) and the Buyer shall indemnify the Supplier (whether incurred by the Supplier or its suppliers) against the cost of all labor and materials used or allocated in connection with the Contract so cancelled or rescheduled and against all loss, damage cost, charges and expenses suffered or incurred as a result of that cancellation or rescheduling. The following cancellation charges are applicable from the date of Supplier issuing its written acceptance of the Buyer's order ("order confirmation").

Cancellation after Supplier Order Confirmation	Applicable Fee
Up to 14 calendar days	20% of the total price of the Contract
Between 15 and 60 calendar days	50% of the total price of the Contract
61 calendar days or more	100% of the total price of the Contract

18.2 Contracts for Services shall commence on the commencement date identified in the Proposal and/or Contract and, subject to earlier termination in accordance with Condition 18.3, shall continue in force for the term as prescribed in such Proposal and/or Contract or if no such term is stated twelve (12) months from the order confirmation date.

18.3 Without prejudice to Condition 18.4, either party may terminate a Contract by giving prior written notice to the other party if the other party commits a material breach of the Contract which is incapable of remedy or which fails to be remedied within thirty (30) days after receipt of such notice.

18.4 Upon termination or expiry of any Contract, each party shall, except to the extent permitted or required to exercise of perform its continuing rights, or obligations hereunder, return to the other party all property of the other party then in its possession, custody or control, including but not limited to any confidential information, and shall not retain any copies of the same. Any rights granted to Buyer in respect of Supplier's intellectual property rights shall immediately terminate.

18.5 Termination of the Contract in accordance with these Conditions shall not affect the accrued rights or liabilities of the parties at the date of termination.

19. Insolvency of the Buyer.

If: (i) the Buyer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or carries out or undergoes any analogous act or proceedings under an applicable foreign law; or (ii) the Buyer ceases, or threatens to cease to carry on business then, without prejudice to any other right or remedy available to the Supplier, the Supplier may treat the Contract as repudiated and/or withhold any further supply of Products and/or Services without any liability to the Buyer and, if any Products and/or Services have been supplied but not paid for, the price or fees shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

Export Control Compliance.

20.1 Buyer understands that where Supplier's obligations under the Contract to supply any Products or Services are subject to governmental export control laws and regulations, the performance of this Contract and Buyer's use or export of any Products delivered by Supplier shall be conditional upon the grant of all necessary permits or licenses. Buyer shall provide all information and documentation, including where necessary end user certification, not in Supplier's possession and required by the relevant application procedure to enable Supplier to make the necessary applications for permits or licenses required for deliveries to Buyer. Supplier shall be relieved from its obligations to Buyer to supply any Products or Services to the extent that applications for permits or licenses for the same are refused by a relevant governmental authority. To the fullest extent permitted by law, Buyer shall have no right to claim compensation for damages, loss of business or otherwise arising from such a refusal or Contract termination.

20.2 Buyer shall not, directly or indirectly, sell, provide access to, export, re-export, transfer, divert, loan, lease, consign, transship (including stop in port), transport, or otherwise dispose of any Supplier's Product, material, Software (including source code) or technology to, via, or for: (i) any entity known to be headquartered in, or owned or controlled by a national of, any country or region subject to comprehensive sanctions at any time; (ii) any other individual or entity identified on a denied or restricted party list; or (iii) any activity or end-use restricted by applicable laws without first obtaining Supplier's prior authorization and all required government authorizations.

20.3 Supplier shall have the right, at its option, to suspend performance under or terminate any Contract if: (i) applicable comprehensive sanctions are imposed; (ii) the Buyer is designated as or determined to be a denied or restricted party under applicable law; or (iii) where the Supplier's obligations under these Conditions or any Contract to supply items or Services are subject to governmental export control laws and regulations, the performance of any Contract and Buyer's use or export of any item delivered by Supplier shall be conditional upon the grant of all necessary permits or licenses.

20.4 Buyer also expressly confirms and warrants that the Products and Services will not be used for purposes associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will they be resold if Buyer knows or suspects that the Products or Services are intended or likely to be used for such a purpose.

Data Protection.

21.1 The Buyer represents, warrants and undertakes that it has complied and shall continue to comply at all times with the EU General Data Protection Regulation 2016/679 (the "GDPR"), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any applicable laws in any jurisdiction relating to the processing or protection of personal data and privacy, including where applicable the guidance and codes issued by any relevant supervisory authority from time to time (collectively the "Data Protection Laws").

21.2 The Supplier shall at all times, where personal data is being processed, supply the Products in accordance with an appropriate data processing agreement (the "DPA") containing suitable safeguards for the protection of personal data disclosed by the Buyer and both parties shall at all times comply with obligations contained therein. The Buyer hereby acknowledges and confirms that any breach of the DPA by the Buyer or its representatives of this Condition 21 entitles the Supplier to terminate the Contract in force between the parties immediately and with no liability.

21.3 The Buyer shall indemnify and hold the Supplier harmless from and against all losses, costs, claims, expenses or damages howsoever arising which the Supplier may incur or for which it may become liable as a result of or in connection with any breach or failure by the Buyer or its representatives to comply with this Condition 21 including, but not limited to, all claims, proceedings or actions brought by a competent public authority and/or a data subject against the Supplier and for all claims, proceedings or actions brought against the Supplier and/or its sub-contractors of its data protection obligations (including its data security obligations) under applicable Data Protection Laws.

General.

22.1 These Conditions and any Contract shall be governed by the laws of Texas. The parties agree that the United Nations Convention on the International Sale of Goods is expressly excluded from application to these Conditions. The parties agree to settle any claims or disputes arising out of or in connection with these Conditions or the Contract by amicable negotiations. If no settlement can be reached through negotiations within sixty (60) days after either party has served written notice to the other requesting such negotiations, then the dispute shall be submitted to the exclusive jurisdiction of the Harris County, Texas courts for final resolution. Nothing in this Condition 22.1 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary.

22.2 Buyer acknowledges that the Products are not intended for use in private households and therefore the Buyer is responsible for paying for the Products' disposal when they reach end of life.

22.3 Failure by the Supplier to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bear the exercise or enforcement thereof any time or times thereafter.

22.4 If any provision or part of a provision of these Conditions is or is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability of any other provision

22.5 The Buyer may not assign, transfer, novate or otherwise dispose of all or any of its rights or delegate any of its obligations thereunder, in whole or in part, without the prior written consent of the Supplier.

22.6 These Conditions and the relevant Contract constitute the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the date of the Contract except as expressly stated in the Contract. The Buyer shall not have any remedy in respect of any untrue statement made by the Supplier upon which the Buyer relied in entering into the Contract (unless such untrue statement was made fraudulently or was as to a fundamental matter including a matter fundamental to the Supplier's ability to perform its obligations under the Contract) and the Buyer's only remedies shall be for breach of contract as provided for in these Conditions. Misrepresentations as to fundamental matters shall be subject to the terms of Condition 13.

22.7 Variation to the Contract must be in writing and signed by the authorized representatives of the parties.

22.8 All notices given under these Conditions shall be sent to the address of the other party set forth in the order or written order confirmation or to such other address as such party may designate from time to time by written notice. Notice shall be regarded as properly given if sent in writing and delivered by hand or international courier and shall be deemed to have been served on delivery if delivered by hand or at the date and time as evidenced by the international courier's receipt.

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE AND INSTALLATION OF THREE (3)
KURZ INSTRUMENTS WET BIOGAS FLOWMETERS TO CLIPPER
CONTROLS INC. OF SACRAMENTO, CA**

WHEREAS, the City of Yuba City utilizes flowmeters to analyze the performance of the digester equipment in the wastewater treatment process; and

WHEREAS, the City desires to purchase three (3) Kurz Instruments Wet Biogas Flowmeters to replace existing flowmeters that have reached the end of their service life; and

WHEREAS, the Kurz Instruments-brand flowmeters are uniquely favorable for and compatible with the existing digester equipment, as recommended by the City's professional services consultant, and Clipper Controls Inc. of Sacramento, CA is the sole authorized seller of this equipment for this region; and

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and pricing and determined them to be fair, reasonable, and appropriate for the digester building and process at the Wastewater Treatment Facility (WWTF); and

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is equipment with unique performance specifications integral to existing infrastructure and the vendor is the only authorized seller of this product in the region; and

WHEREAS, the City desires to award the purchase and installation of three (3) Kurz Instruments Wet Biogas Flowmeters to Clipper Controls Inc. of Sacramento, CA in the amount of \$19,516.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds and determines that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as this contract is to allow for the repair, operation, and operation of an existing public wastewater treatment plant facility, involving the replacement of existing wet biogas flowmeters that will involve negligible or no expansion of the existing facility. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The City Council of Yuba City awards the purchase and installation of three (3) Kurz Instruments Wet Biogas Flowmeters to Clipper Controls Inc. of Sacramento, CA in the amount of \$19,516, with the finding that it is in the best interest of the City.

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 5th day of October, 2021.

AYES:

NOES:

ABSENT:

Marc Boomgarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Clipper Controls Inc. Quote No. CCIQ26603

EXHIBIT 2A



QUOTATION

To		Please Issue PO To	Quote #	CCIQ26603
Brandon Sanford		Clipper Controls Inc.	Date	2021.08.29
City of Yuba City		660 Bercut Drive	Valid	60 days
320 Burns Drive		Sacramento CA 95811	Delivery	3-4 weeks
Yuba City CA 95991-7205		Toll Free (844) 880-AHOY	Payment	NET 30 OAC
Project		Orders@ClipperControls.com	Shipping	Pre-Paid & Added
Project: Digester gas flowmeters			FOB	Monterey CA
Tags: FE/FIT-940, FE/FIT-910, & Flare gas flowmeter			Engineer	Craig Johnson

Item	Qty	Description	Unit Price	Ext Price
1	3	Wet Biogas Flowmeter Kurz Instruments Model: 454 FTB-WGF Part Number: 756410-B-2-B-1A-000-J-1-A-3-H-65-P-1 F1 (B) 3/4" Diameter Probe Support F2 (2) 316L Stainless Steel Probe Support F3 (B) 6" Long Sensor Support F4 (1A) None F5 (000) 0 inches Flange U Dimension F6 (J) Remote - Transmitter and Sensing Element Separate, Aluminum Type 4, IP66, Flameproof: cETLus, ATEX and IECX F7 (1) LCD/Key Pad F8 (A) AC (85-265V 47/63 Hz, 24 watts max) F9 (3) Full: Two 4-20 mA Outputs, Two Relays, Two Digital Inputs, One non-isolated 4-20 mA Input F10 (H) User-selectable composition for a CH4/CO2 gas mix (Correlation Calibration) F11 (65) 65 Percent of methane F12 (P) 9000 SFPM Velocity Calibration F13 (1) 9000 SFPM Dial a Concentration Biogas Correlation Calibration	\$5,991.00	\$17,973.00
2	3	Male Compression Fitting for Single Point Flow Element Part Number: 759031-26-34 Manufacturer: Kurz Instruments FEATURES/OPTIONS: 316 stainless steel compression fitting Teflon front and back ferrules 3/4" tube x 1" male pipe thread fitting size	\$181.00	\$543.00
3	1	On-Site installation assistance and training	\$1,000.00	\$1,000.00

Item	Qty	Description	Unit Price	Ext Price
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Application Notes:
Refer to application datasheet

Total \$19,516.00

Should we be favored with an order, please address PO to:

Clipper Controls Inc.
660 Bercut Drive
Sacramento CA 95811

Orders@ClipperControls.com

Quotation Notes (unless specified otherwise above)

1. Tax (sales, use, or excise) is not included, and will be invoiced appropriately.
2. Shipping Charges are not included.
3. Only manufacturer's standard documentation in electronic format is included.
4. Prices are applicable only to quantities shown.
5. Material compatibility and selectable dimensions are customer's responsibility.
6. Clipper Controls Inc. and or manufacturer's terms & conditions apply depending on PO addressee. Our terms & conditions are posted on www.ClipperControls.com.
7. Fees charged for cancelled or returned orders.
8. A 4% surcharge will be added for payments made with a credit card.
9. Sale is subject to compliance with US Export Control laws.
10. Field start-up and field training is not included in the quoted price. We do offer this service, so if interested, please ask for our "Field Service Rates and Terms" document.









Thank you for this opportunity, and we look forward to supplying you with these quality products and services.









Craig S. Johnson
Engineer



Instrumentation, Controls, & Analytical Solutions

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	AMETEK Drexelbrook level controls for liquids, slurries, granulars & interfaces • US Gauge
	Canty site glass • process lights process cameras • closures liquid particle size analyzers
	Delta Instrument calorimeters Biogas analyzers
Honeywell	Honeywell Analytics gas detection: toxic & combustible point & open path • flame detectors
	Kurz Instruments thermal mass flow meters for gases Liendenfrost "wet gas" technology combustion air • aeration air
	M&C Tech Group gas sampling & conditioning Probes • Chillers • Pumps • Filters
	Moore Industries signal interfaces • pneumatics temperature • controllers • alarms I/O systems • fieldbus devices
	Panametrics flowmeters: ultrasonic & vortex moisture analyzers • oxygen
	Precision Digital Digital displays and controls annunciators • wireless



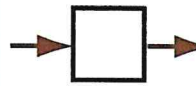






	S::CAN Measuring Systems online reagentless liquid analysis nitrite/nitrate • ammonia • sulfides BOD/COD/TOC • O ₃ • pH • TSS
	Servomex process gas analyzers oxygen • combustion • purity
	Teledyne API Ambient & trace gas & analyzers calibration equipment particulates • ozone
	Teledyne ISCO automatic & refrigerated samplers open channel flow measurement pulsed doppler • LaserFlow
TOSHIBA	Toshiba Mount-Anywhere™ magmeters on-line microwave density meters
	TRACOM Fiberglass one-piece buildings flumes • weirs • sunshades metering manholes
	Universal Flow Monitors lube oils • seal water • chemicals Universal™ vane & piston CoolPoint™ vortex • Insite meters
	Weschler Instruments bargraph panel meters switchboard instruments transformer temperature monitors
	Wyatt Engineering Lo-Loss® venturi flow tubes orifice plates • flow nozzles

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 Flow	magmeters • thermal mass ultrasonic • venturi • MFC variable area • flumes metering manholes • Laser
 Level	switches & transmitters magnetic sight gauges magnetostrictive • ultrasonic RF admittance • radar • thermal
 Moisture	dew point • %RH • calibrators moisture in gases & liquids
 Analyzers-Gas	trace gas analyzers • SOx NOx • CO • CO ₂ • Ozone • H ₂ S NH ₃ • oxygen • TRS • HC calibrators • sample conditioning
 Analyzers-Liquid	nitrite/nitrate • BOD/COD/TOC ammonia • pH • ORP • H ₂ S chlorine • fluoride • DO conductivity • turbidity
 Density	% solids • sludge density concentration • brix • % water consistency
 Fieldbus	auto-terminating device couplers fully redundant H1 high power intrinsically safe
 Power	transducers • alarms switchboard panel meters transformer monitors
 Shelters	fiberglass one-piece buildings consoles • sunshades analyzer shelters

 Sampling	automatic water samplers gas sampling probes
 Temperature	Thermocouples & RTDs transmitters • thermowells controllers • switches
 Signal Interface	isolators • signal splitters boosters • pneumatics linearizers • frequency millivolt • potentiometers
 Alarms	annunciators • programmable trips • event recorders beacons & sounders
 Gas Detection	toxic • combustible • oxygen deficiency • flame detection PID • wireless area monitors
 Control	PID controllers • PLC • DCS manual backup stations SCADA • NET concentrator
 Pressure	regulators • controllers transmitters • switches gauges • indicators
 Wireless	wirelessHART • I/O networks serial • WiFi • Cellular
 Displays	bargraphs • panel meters loop indicators • IS beacons annunciators • rate/totalizers

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ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE AND INSTALLATION OF THE
ENDRESS HAUSER PROMAG FLOWMETER TO TELSTAR
INSTRUMENTS OF CONCORD, CA**

WHEREAS, the City of Yuba City utilizes two flowmeters to monitor the final effluent stage of the wastewater treatment process; and

WHEREAS, the City desires to purchase and install an Endress Hauser Promag Flowmeter to replace an existing Endress Hauser flowmeter that has begun to malfunction due to age and water intrusion; and

WHEREAS, the City desires to have the installation performed by Telstar Instruments of Concord, CA, as said contractor performs the yearly evaluations on the Wastewater Treatment Facility's (WWTF) permit-required flowmeters and provides yearly calibrations for the WWTF's system per the State Water Control Board's permit requirements; and

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and pricing and determined them to be fair, reasonable, and appropriate for the flowmeter and the installation; and

WHEREAS, the City may sole source the purchase of this equipment and service in accordance with Purchasing Policy Section 8-8.4.2, as the vendor is uniquely familiar with the facility, the equipment and the City's needs and is an authorized vendor of the proprietary equipment; and

WHEREAS, the City desires to award the purchase of one (1) Endress Hauser Promag Flowmeter to Telstar Instruments of Concord, CA in the amount of \$19,682.85.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds and determines that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as this contract is to allow for the repair, operation, and operation of an existing public wastewater treatment plant facility, involving the replacement of an existing flowmeter that will involve negligible or no expansion of the existing facility. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The City Council of Yuba City awards the purchase of one (1) Endress Hauser Promag Flowmeter to Telstar Instruments of Concord, CA in the amount of \$19,682.85, with the finding that it is in the best interest of the City.

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 5th day of October, 2021.

AYES:

NOES:

ABSENT:

Marc Boomgarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Telstar Instruments Quotation Reference SR# 10-38664

EXHIBIT 3A



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

August 20, 2021

YUBA CITY WWTP
Sent via Email: bsanford@yubacity.net

Attn: Brandon Sanford
Subject: Flowmeter Repairs
Reference: SR# 10-38664

Drawings: N/A
Specifications: N/A

Dear Lisandro,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). FLOWMETER REPAIRS

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SERVICES

WEST EFFLUENT FLOW

1. Telstar will purchase and furnish Qty. 1 Rosemount Differential Pressure Transmitter with Integral Manifold for the West Effluent Flow. New stainless-steel tubing and fittings will also be installed.
2. Telstar will provide one (1) Instrument Technician for one (1) day, including travel to install the new transmitter for the West Effluent Flow.
3. Startup and Commissioning of the transmitter.

Total Lump Sum Price for this Scope\$6,562.21

Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED



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Contractor DIR #100000899

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EAST EFFLUENT FLOW

1. OPTION 1.

Telstar will purchase and furnish Qty. 1 Endress Hauser Amplifier Board for the East Effluent Flowmeter. This is the recommendation from the manufacturer to address the intermittent stability issues. If this Option is chosen, the labor will be included in the day of service already allotted for the West Effluent transmitter replacement.

Lump Sum Material Price for this Scope (Option 1)\$1,297.70
Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

2. OPTION 2.

Telstar will purchase and furnish Qty.1 completely new Endress Hauser Promag 400W Flowmeter with remote transmitter to replace the existing meter in the vault.

As this is in a confined space, Telstar will provide two (2) technicians for one (1) day to remove the existing meter and install the new meter in its place. This is based on Yuba City WWTP providing a third trained person to assist in this operation. If a third person cannot be provided Telstar will requote this work to include the third person required for the installation. Telstar will provide a second day for one (1) Instrument Technician to complete the installation. This second day will not require a confined space entry.

Total Lump Sum Price for this Scope (Option 2).....\$19,682.85
Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

These quotations are based on Customer’s representation that this is a prevailing wage project.

NOTES:

- a) This service includes a calibration report and sticker for each instrument.
- b) Calibration services quoted are based on immediate instrument access and do not include stand-by time.
- c) Telstar is pleased to quote any repairs or additional troubleshooting found during this service visit.
- d) The fixed price calibration price is based on one-time calibration.
- e) Confined space entry is required for Option 2 of the East Effluent Flowmeter.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)



Contractor License #422364
Contractor DIR #100000899

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- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Telstar is supplying only equipment specified and noted above.
- f. Please reference the above stated quote number in all correspondence and purchase orders.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by



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Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
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period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Dennis DiFabio
Service Manager
Telstar Instruments
(925) 671-2888

ATTACHMENT 4

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF ONE (1) AMPEROMETRIC
TITRATOR TO BORGES & MAHONEY INC. OF CONCORD, CA**

WHEREAS, the City of Yuba City utilizes an Amperometric Titrator to calibrate and verify the calibration of its wastewater process control analyzers; and

WHEREAS, the City desires to purchase one (1) Amperometric Titrator to replace malfunctioning equipment which cannot be satisfactorily repaired; and

WHEREAS, the Amperometric Titrator is proprietary equipment and Borges & Mahoney Inc. is the sole authorized vendor of the product for this region; and

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and pricing and determined them to be fair, reasonable, and appropriate for the process control analyzers at the Wastewater Treatment Facility (WWTF); and

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is equipment with unique performance specifications and the vendor is the only authorized seller of this product in the region; and

WHEREAS, the City desires to award the purchase of one (1) Amperometric Titrator to Borges & Mahoney Inc. of Concord, CA in the amount of \$6,320.29.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds and determines that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as this contract is to allow for the repair, operation, and operation of an existing public wastewater treatment plant facility, involving the replacement of an existing Amperometric Titrator that will involve negligible or no expansion of the existing facility. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The City Council of Yuba City awards the purchase of one (1) Amperometric Titrator to Borges & Mahoney Inc. of Concord, CA in the amount of \$6,320.29, with the finding that it is in the best interest of the City.

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 5th day of October, 2021.

AYES:

NOES:

ABSENT:

Marc Boomgarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Borges & Mahoney Inc. Quote No. 21-82501

EXHIBIT 4A



Borges & Mahoney Inc
 1110 Burnett Ave, Ste A
 Concord, CA 94520
 707-643-3300 ph
 www.borgesmahoney.com

QUOTE

Date: 08/25/2021
 Quote No.: 21-82501

Bill To:
 CITY OF YUBA CITY WTP
 701 NORTHGATE DRIVE
 YUBA CITY, CA 95991

Qty	Part #	Description	Unit Price	Total
1	A790	Amperometric Titrator W3T108068	\$5,670.29	\$5,670.29

Total Amt \$5,670.29

AARON 530-565-5261
 AOrr@yubacity.net

PRICING IS VALID FOR 60 DAYS AND DOES NOT INCLUDE APPLICABLE TAXES OR SHIPPING

Thank you for your business.

Kim Nonies
 borgesmahoney@att.net

ATTACHMENT 5

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF THREE (3) BADGER MAGNETIC
FLOWMETERS TO KEN GRADY COMPANY, INC. OF NOVATO, CA**

WHEREAS, the City of Yuba City utilizes two sizes of flowmeters to monitor digester process conditions and data; and

WHEREAS, the City desires to purchase one (1) 3" and two (2) 4" Badger-brand magnetic flowmeters in order standardize efficiency and maintenance needs; and

WHEREAS, Badger Magnetic Flowmeters have unique specifications and specialized parts which make them more compatible with the existing operational Badger-brand flowmeters, and Ken Grady Company, Inc. is the sole authorized vendor for this region; and

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and pricing and determined them to be fair, reasonable, and appropriate for the digesters at the Wastewater Treatment Facility (WWTF); and

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is equipment with unique performance specifications and the vendor is the only authorized seller of this product in the region; and

WHEREAS, the City desires to award the purchase of three (3) Badger Magnetic Flowmeters to Ken Grady Company, Inc. of Novato, CA in the amount of \$9,829.57.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds and determines that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as this contract is to allow for the repair, operation, and operation of an existing public wastewater treatment plant facility, involving the replacement of existing flowmeters that will involve negligible or no expansion of the existing facility. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The City Council of Yuba City awards the purchase of three (3) Badger Magnetic Flowmeters to Ken Grady Company, Inc. of Novato, CA in the amount of \$9,829.57, with the finding that it is in the best interest of the City.

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 5th day of October, 2021.

AYES:

NOES:

ABSENT:

Marc Boomgarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Ken Grady Company, Inc. Quote 09/28/2021

EXHIBIT 5A

QUOTATION

KEN GRADY COMPANY, INC.
85 GALLI DRIVE, SUITE D
NOVATO, CA 94949
415/883-5924 FAX: 415/883-5927 E-MAIL: kengradyco@sbcglobal.net

Company's Name: YUBA CITY WWTP	
Address:	
Person Quoted: JOE SANTANNA	Job:
Phone #:	Fax #:

QTY		UNIT PRICE	TOTAL
1	3" BADGER MAGNETIC FLOWMETER M2-030-P1-A-S-AK-S-XX-G-F	\$2838	\$2838
2	4" BADGER MAGNETIC FLOWMETER M2-040-P1-A-S-AK-S-XX-G-F	\$3047	\$6094
	All include teflon liner, hastelloy "c" electrodes and ss grounding rings, remote mount transmitter display with 50' cable, 4-20madc and pulse output, submersible sensor, 120vac power req.	Tax @ 7.25%	\$647.25
	These match your existing Badger meters which are general purpose and submersible sensors.		
	Lay length for both the 3" and 4" is 11.0". Allow for approx. 1/8" for each grounding ring(2 per meter) as well.	FREIGHT	\$250
		TOTAL	\$9829.57

REMARKS:

SIGNED: Ken Grady

DATE:9/28/21

*****IF PAYING BY CREDIT CARD ADD 4% TO THE ABOVE COST**

FOB: FACTORY	TERMS: NET 30 DAYS
SHIPMENT CAN BE MADE IN 4-5 WEEKS AFTER RECEIPT OF ORDER	

****NO TAXES ARE INCLUDED****

****START UP CALIBRATION NOT INCLUDED****

*****QUOTATION VALIDITY 30 DAYS*****



4545 West Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

September 15, 2021

To Whom it May Concern,

This letter is to confirm that the Ken Grady Company is the Sole Representative for Badger Meters Flow Instrumentation group in the Northern California for the water/Waste /Water segment. These products are manufactured by Badger Meter.

The Ken Grady Company has been our representative for the last 3+ years and is a member in good standing for our Flow Instrument Sales Channel.

Badger Meter is a Publicly traded company with stock symbol BMI.

I make these statements as a Badger Meter employee and the Western Regional Manager for Badger Meter. Should you have any questions, please feel free to call or email me.

Sincerely,

A handwritten signature in black ink that reads 'Jeff Learned' in a cursive script.

Jeff Learned
Western Regional Sales Manager
414-630-1019
jlearned@badgermeter.com

ATTACHMENT 6



August 31, 2021

CITY OF YUBA CITY

Account # 6435500
 PUBLIC WORKS DEPARTMENT
 1201 CIVIC CENTER BLVD
 YUBA CITY, California 95993 3005

Attention: **TIM BYBEE**

New Caterpillar Model: 302 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: M22404 SERIAL NUMBER: 0RHM02717 YEAR: 2021 SMU: 0

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
593-1166	302 05A HYDRAULIC EXCAVATOR	519-9355	CANOPY, WITH ROPS
557-1710	SOFTWARE, STICK STEER CONTROL	525-4465	CAT KEY, WITH PASS CODE OPTION
557-1713	SOFTWARE, CODED START		COUPLER, PG, MAN. D. LOCK, 1T - A43996
558-1345	STICK, LONG, W/THUMB BRACKET		THUMB, HYDRAULIC, 1T - A43293
521-4021	UNDERCARRIAGE, EXPANDABLE	0P0227	BUCKET-DG, 12", 0.78 FT3, 1T - A43368
521-4085	TRACK, 10", RUBBER BELT		BUCKET-DG, 18", 1.40 FT3, 1T - A43300

WARRANTY INFORMATION

Standard Warranty: 24 months / 2,000 hours
 Extended Warranty: 302-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH
 CSA Dry Parts Kit - 36 MO/1500 HR

SELL PRICE	\$51,209.50
EXT WARRANTY	Included
SOURCEWELL CONTRACT #032119-CAT	(\$8,812.40)
ADDITIONAL HOLT OF CA DISCOUNT	(\$902.50)
NET BALANCE DUE	\$41,494.60
SALES TAX (7.25%)	\$3,008.36
CSA	Included
AFTER TAX BALANCE	\$44,502.96

F.O.B/TERMS: EMD - PLEASANT GROVE 7518

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____ Date, _____
 (Please Print)

Signature _____

Sincerely,
 Collin Turk
 Territory Manager
 Holt of California
 cturk@holtca.com
 9163359357



August 30, 2021

City of Yuba City Public Works
1201 Civic Center Blvd
Yuba City
California
95993

Attention: Tim Bybee

RE: Quote 195204-01

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 302 Compact Construction Equipment

STOCK NUMBER: NM49315

MACHINE SPECIFICATIONS

302 05A CR MHE CFG14A	558-1339
302 05A HYDRAULIC EXCAVATOR	593-1166
TRAVEL LEVERS AND PEDALS	519-9283
ALARM, TRAVEL	521-9521
ACCUMULATOR	522-3705
DRAIN, ECOLOGY	524-0994
BOOM LIGHT, BRACKET AND GUARD	525-4443
ENGINE, EPA T4	541-3377
FILM, ROPS, ISO	541-4783
2 WAY CONTROL	542-1495
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, CODED START	557-1713
LANE 3 ORDER	0P-9003
UNDERCARRIAGE, EXPANDABLE	521-4021
STICK, LONG, W/THUMB BRACKET	558-1345
LIGHTS, LED, FRONT&REAR	521-9512
PRODUCT LINK, CELLULAR PL243	576-1568
SHIPPING/STORAGE PROTECTION	0P-2266
LINKAGE, BUCKET, W/LIFTING EYE	522-0651
BOOM LIGHT, LED	525-4427
BATTERY DISCONNECT, CANOPY	525-4468

LINES, 1ST AUX, LONG STICK	519-8333
FILMS, ANSI	528-6409
INSTRUCTIONS, ENGLISH	0P-3380
PACKING, LAST MILE PROGRAM	0P-4299
FILM, PRODUCT LINK, ANSI	541-4787
CAT KEY, WITH PASS CODE OPTION	525-4465
LINES, BOOM, WITHOUT BLCV	519-8542
LINES, STICK, WITHOUT SLCV	519-8550
TRACK, 10", RUBBER BELT	521-4085
CONTROL, 1ST AUX, JOYSTICK	519-9588
LINES, BUCKET, LONG STICK	519-8560
CANOPY, WITH ROPS	519-9355
SEAT, SUSPENSION, VINYL	519-9266
FLOORMAT, CANOPY, W/TRAVEL	594-7895
COUPLER, PG, MAN.D.LOCK, 1T	361-1092
PINS, BUCKET, 30MM	154-2672
BUCKET-DG, 12", 0.78 FT3, 1T	147-1018
BUCKET-DG, 18", 1.40 FT3, 1T	190-7387
THUMB, HYDRAULIC, 1T	555-8424

SELL PRICE	\$42,112.19
EXT WARRANTY	Included
NET BALANCE DUE	\$42,112.19
SALES TAX (7.25%)	\$3,053.13
AFTER TAX BALANCE	\$45,165.32

WARRANTY

Standard Warranty: 24 Months, 2000 Hours Standard Warranty
Extended Warranty: 302-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

F.O.B/TERMS: Pleasant Grove

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jon Hamilton
Governmental Sales Representative
Peterson CAT
(925) 580-2439
JHHamilton@petersoncat.com



151434-01

August 30, 2021

CITY OF YUBA CITY PUBLIC WORKS

1201 CIVIC CENTER BLVD
YUBA CITY, California 95993

Attention: Tim Bybee

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 302 Excavator including standard and optional equipment as listed below.

STOCK NUMBER: NS0016355

SERIAL NUMBER: RHM03455

YEAR: 2021

SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tree Ferrell
208-390-2310
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 302 Excavator including standard and optional equipment as listed below.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

One piece boom, 1850mm(73")
Standard stick, 960mm(37.8")

Long stick, 1160mm(45.7")

POWERTRAIN

C1.1 engine under Tier 4 Final/
EU Stage V
Variable displacement piston pump

Load sensing hydraulics
Automatic two speed travel
Automatic engine idle

UNDERCARRIAGE

Track, 250mm(10")
Tie downs on track frame

Blade with float
Towing eye on base frame

HYDRAULICS

Smart tech electronic pump
Accumulator
Bio oil capable

Hydraulic lockout lever, all controls
One & two way flow

ELECTRICAL

12 volt battery
Software (machine & monitor)
Maintenance free battery

Warning horn
12 volt power socket

OPERATOR ENVIRONMENT

Cab sound pressure 93 dB(A) ISO 6395
Standard LCD monitor
Cat key with passcode option
ROPS, ISO 12117-2
TOPS, ISO 12117

Top guard, ISO 10262 (Level I)
Adjustable wrestrests
Retractable high vis seatbelt 75mm(3")
Tilt operator station

MACHINE SPECIFICATIONS

302 05A CR MHE CFG1B	584-6887
302 05A HYDRAULIC EXCAVATOR	593-1166
LINES, 1ST AUX, LONG STICK	519-8333
FLOORMAT, CANOPY, W/TRAVEL	515-6065
SEAT, NON SUSPENSION, VINYL	519-9267
TRAVEL LEVERS AND PEDALS	519-9283
CANOPY, WITH ROPS	519-9355
TRACK, 10", RUBBER BELT	521-4085
ALARM, TRAVEL	521-9521
LINKAGE, BUCKET	522-0650
ACCUMULATOR	522-3705
DRAIN, ECOLOGY	524-0994
BOOM LIGHT, STANDARD	525-4426
BOOM LIGHT, BRACKET AND GUARD	525-4443
CAT KEY, WITH PASS CODE OPTION	525-4465
BATTERY DISCONNECT, CANOPY	525-4468
ENGINE, EPA T4	541-3377
2 WAY CONTROL	542-1495
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, CODED START	557-1713
STICK, LONG, W/THUMB BRACKET	558-1345
NO PRODUCT LINK	573-0742
COUPLER, PG, MAN.D.LOCK, 2T	361-1093
PINS, BUCKET, 35MM	154-2683
BUCKET-DG, 12", 1.4 FT3, 2T	153-7851
BUCKET-DG, 18", 2.3 FT3, 2T	190-7390
THUMB, HYDRAULIC, 2T	451-6380

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage: 302-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH
CSA 36 MO / 1,500 HOURS PARTS ONLY (INCLUDES SOS)

SELL PRICE	\$45,576.00
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$45,576.00
SALES TAX (7.25%)	\$3,304.26
AFTER TAX BALANCE	\$48,880.26

F.O.B/TERMS:

Yuba City CA, terms available on request

ADDITIONAL CONSIDERATIONS

- Delivery is 6-8 weeks from order

Accepted by _____ on _____

Signature