

RESOLUTION NO. SD 25- 011
OF THE BOARD OF DIRECTORS OF
NEVADA COUNTY SANITATION DISTRICT NO. 1

**RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1
WITH XYLEM WATER SOLUTIONS U.S.A., INC. TO REVISE
CONTRACT DATES AND INCREASE TOTAL CONTRACT BY
\$101,879 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$
1,483,096 AND DIRECTING THE AUDITOR CONTROLLER TO
AMEND THE FISCAL YEAR BUDGET BY \$13,515 (4/5
AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, the Nevada County Sanitation District No.1 (NCSD) Board of Directors approved Resolution SD23-008 to authorize the NCSD to contract with Xylem Water Solutions U.S.A., Inc. to purchase twenty five (25) submersible pumps with associated equipment for the sewer lift stations at the Lake Wildwood and Lake of the Pines Wastewater Treatment Facilities; and

WHEREAS, due to scheduling, delivery and startup issues, contract dates need to be adjusted to reflect the new dates and service times of January 1, 2025, to December 31, 2034; and

WHEREAS, sales tax in the amount of \$101,879 was not included in the original contract amount; and

WHEREAS, a budget amendment for Fiscal Year 2025/26 is necessary for the increase in the payment plan in the amount of \$13,515; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of Nevada County Sanitation District No. 1:

1. Approves the Contract Amendment No.1 with Xylem Water Solutions U.S.A., Inc. to increase the amount by \$101,879 for a total not to exceed \$1,483,096 with the contract dates of January 1, 2025, to December 31, 2034, and authorizes the Sanitation General Manager to execute the Amendment No. 1.
2. Directs the Auditor Controller to release fund balance in Fund 4728 Lake Wildwood for \$6,757.50.
3. Directs the Auditor Controller to release fund balance in Fund 4740 Lake of the Pines for \$6,757.50.
4. Amends the Fiscal Year 2025/26 budget as shown below:

Increase

4728-91005-709-2000/540710	\$6,757.50
4740-91005-709-2000/540710	\$6,757.50

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Nevada County Sanitation District No. 1, held on the 18th day of November 2025, by the following vote:

Ayes: Directors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Directors

By: 



Heidi Hall, Chair

Schedule 2 –Updated Statement of Work**Xylem Responsibilities**

Under this SOW, Xylem shall provide the New Material, Covered Maintenance, Repair of Collateral Damage, Additional Services, Agreement Management, and Monitoring and Performance Services. As described herein as a Life Cycle Services Contract over the term.

1. New Material:

Xylem shall provide New Material as defined in Schedule 3, Technical Specification; table 1. Defined New Material shall consist of 22 new Concertor Pumps, and 3 Smart Run Pumps for 10 Lift Stations, 10 Controllers for said pumps, 10 Avensor Modems, and associated hardware as listed. These 25 pumps, 10 controllers, and Avensor Modems are the Covered Units. For clarity, the associated hardware/Inspect Only Components are not considered as part of the Covered Unit.

2. Covered Maintenance:

For each Covered Unit as described in Schedule 3, from the Contract Effective Date to the Contract End Date applicable to such Covered Unit(s), Xylem shall provide Parts and Services necessary for the Covered Maintenance of the Covered Unit(s). At a mutually agreed date in the middle of each calendar year, Xylem's representative(s) and Customer's representative(s) shall meet to discuss maintenance planning and related Outages for the following calendar year. Where Customer and Xylem have agreed in advance that a particular Covered Maintenance event will be performed during a given time period, more detailed scheduling of the event work scope will be presented by Xylem as early as practical, and for any Covered Maintenance event that requires an Outage, such scheduling will be presented at a pre-Outage meeting. For any non-emergency Covered Maintenance, such pre-Outage meeting will occur approximately six (6) months prior to the anticipated start of that Covered Maintenance event. A post-Outage meeting will be scheduled after completion of each such Covered Maintenance event. The Assumptions are a significant factor in determining the anticipated Covered Maintenance schedule and work scope used by Xylem to develop the Agreement Price. If any Assumption Violation(s) occurs such that Xylem or the manufacturer recommends that periodic inspections be performed more frequently than anticipated, or that additional work be performed during maintenance Outages, the inspection interval and the Covered Maintenance program assumed by Xylem will be adjusted in accordance with Xylem's or the manufacturer's reasonable recommendations. Any Parts or services Xylem must provide or perform resulting from an Assumption Violation(s) shall be provided as Additional Services. In performing Covered Maintenance, Xylem shall not be responsible for the cost of removal or replacement of systems, structures, or parts of the Facility other than the subject Covered Unit(s) and such work and such costs beyond removal of the Covered Unit(s) as necessary for the performance of Covered Maintenance shall be paid as Additional Services.

3. Repair of Collateral Damage:

For each Covered Unit, from the Maintenance Start Date of the Covered Unit to the performance End Date applicable to such Covered Unit, Xylem shall provide and perform Repair of Collateral Damage for that Covered Unit.

The Customer shall pay Xylem for Parts and Services for Repair of Collateral Damage at the Time and Material Rates in effect at the time the work is performed less a ten percent (10) discount on Technical Advisory Services, Repair Services, and non-capital Parts; and twenty percent (20) discount on Capital Parts.

If the Covered Unit requires Repair of Collateral Damage during the Term of this Agreement, the Customer shall promptly notify Xylem in writing and promptly make the Covered Unit available for correction. Xylem shall thereupon correct any defect by (i) performing necessary Services, and (ii) at its option repairing and re-installing defective components of the Covered Unit or delivering necessary replacement Parts and installing such Parts.

4. Additional Services:

Xylem shall furnish Parts and services needed in the following circumstances, each of which shall constitute the provision of Additional Services under this Agreement:

- a) To assess the condition of, and to correct and address damage and other impact to, a Covered Unit and its maintenance arising from an Excluded Event;
- b) When requested by the Customer, to remedy defects arising from parts and/or services provided or performed by parties other than Xylem or Xylem's subcontractors acting under this Agreement; and
- c) To perform commercially available conversions, modifications and upgrades, and other work not constituting Covered Maintenance, Repair of Collateral Damage or Extra Work under the foregoing subsections, pursuant to this Agreement, to the extent mutually agreed upon by the Customer and Xylem.

Additional Services shall be provided at Time and Material Rates in effect at the time the work is performed less a ten percent (10) discount on Technical Advisory Services, Repair Services, and non-capital Parts; and a twenty percent (20) discount on Capital Parts.

5. Agreement Management:

As part of Xylem's management of this Agreement, commencing on or before the Contract Effective and continuing through the Term of the Agreement, Xylem will designate for this Agreement one or more individual(s), from time to time, each of whom shall function as and be denominated the "Single Point of Contact" or "SPOC". The SPOC will serve as a contact point for the Customer for matters respecting this Agreement. Other Xylem personnel and performance support methods may also be used by Xylem in connection with performance of this Agreement. The individual(s) and the title "Single Point of Contact" may change from time to time during the Term of this Agreement provided that Xylem will have an individual at all times required under this Agreement serving such a role regardless of the specific individual or job title used. The Customer shall have the right to approve the initially designated SPOC (s), such approval not to be unreasonably withheld. At any time thereafter, Xylem shall have the right to request, and therefore receive a qualified replacement of the SPOC for reasonable cause. Such replacement SPOC shall be mutually agreed to by the Parties. Site visits to be mutually agreed to by both parties.

The SPOC will diligently perform the following functions:

- Coordinate Covered Maintenance, Repair of Collateral Damage and Additional Services activities with the Customer
- Schedule and support periodic meetings
- Coordinate responses to technical inquiries
- Coordinate technical advice based on Xylem's current engineering, manufacturing, installation and operation practices as applicable to the Covered Units
- Work in a cooperative nature with the Customer's operations and maintenance personnel to ensure the mutually beneficial success of the Agreement

6. Monitoring and Performance Services:

Xylem in its performance of this Agreement, Xylem shall provide and install a Monitoring & Performance System(s), to monitor the Covered Units and/or its equipment and/or assist Xylem in its performance under this Agreement. Xylem's current brand for this service is Flygt Cloud or Avensor. Xylem reserves the right to change the brand and or functionality of such system(s) as they develop.

7. Services and Other Deliverables

The following is the complete list of Services Xylem will provide under this SOW.

- a. Deliver the Equipment specified in Schedule 3
- b. Perform initial startup protocol and warranty registration

- c. Develop and execute the delivery plan in Schedule 4
- d. Provide Customer with password protected access to Xylem's Cloud SCADA System
- e. Provide Customer with the following training:
 - i. Virtual Subscription Services software immersion training
 - ii. Equipment Services operation and maintenance training
- f. Provide Customer with the O&M Manuals respective to the equipment
- g. Xylem will schedule pick up of any failed pumps within 24 hours of notification by the Customer

8. Customer Responsibilities (Support to be provided by District during installation and maintenance)

- a. Schedule installation maintenance activities with Xylem
- b. Hydraulic isolation of lift stations as required
- c. Electrical isolation of lift stations as required, following the stricter of Customer lock out tag out procedures or Xylem's lock out tag out procedures
- d. Procurement and installation of pump guide rails
- e. Procure and install discharge connections
- f. Supply of land power to the control panel
- g. Supply any confined space entry
- h. Provide local Safety Protocols and training and/or certifications as necessary to work at or near the lift station(s)
- i. Provide any site-specific PPE or EHS equipment such as barricades, safety cones, traffic control, signage, and access to facility and specifically lift stations
- j. Should any bypass be required, Customer shall provide all bypass equipment and services
- k. Customer shall rotate (spin) each impeller and shaft of each spare pump every month using Prudent Industry Practices
- l. Receive, unload, inventory, and store material for this project
- m. Any site-specific anchoring and bracing of equipment inside the wet well (including anchor bolts for all discharge connections)
- n. Pouring of concrete pad for LS#24

9. Pricing and Payment Terms

Due to the unforeseen delays in this project invoices were sent to Nevada County ahead of the newly agreed upon contract start date of January 1, 2025. These 4 invoices were paid by Nevada County and will be applied to 2025. These details can be found in Exhibit B to Schedule 2.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	FY 23-24 & FY24-25 PAID	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32	FY32-33	FY33-34	
Lease	170,000	180,200	191,012	202,473	214,621	35,109	37,215	39,448	41,815	44,324	1,156,217
Lump Sum	225,000										225,000
Total Original Contract	395,000	180,200	191,012	202,473	214,621	35,109	37,215	39,448	41,815	44,324	1,381,217
Tax	27,913	13,515	14,326	15,185	16,097	2,633	2,791	2,959	3,136	3,324	101,879
	422,913	193,715	205,338	217,658	230,718	37,742	40,006	42,407	44,951	47,648	1,483,096

Initial Lump sum of \$225,000 US Dollars for the delivery of twenty- five (25) Concertor Pumps, to be invoiced upon delivery of the 20th pump to the Customer designated location and payable 30 days after invoice date. Add details on previous billing. These prices do not include taxes

The yearly fee of \$170,000 US Dollars, for the first year and escalated annually by 6% for the first five years, will be invoiced quarterly beginning on January 1, 2025 and payable 30 days after invoice date.

All calculations using whole dollar using standard rounding processes.

10 Term and Termination of SOW.

Although some goods and services have been provided in 2023 and 2024, this SOW will commence on the first of January 1, 2025 and continue through December 31, 2034. Service invoices sent in 2024 will be applied to contract year 1, 2025 as shown in Exhibit B.

10.1 Termination for Default

- 10.1.1 In the case of Termination for Cause pursuant to Section 18 of the Agreement, the Customer will pay Xylem the amount specified in Section 10.1.3 below ("Termination Amount") and, all payments required under this Agreement for Xylem's performance prior to the effective date of such termination and all payments due prior to such termination date shall be paid in accordance with this Agreement. The foregoing specified in this SOW Section 10 shall be the sole and exclusive rights and liabilities of Xylem, on account of termination for default and/or Insolvency and the breach giving rise to such termination.
- 10.1.2 The Parties recognize the difficulties involved in proving actual loss suffered. Accordingly, instead of requiring such proof, Customer and Xylem agree that the Termination Amount shall be paid as liquidated damages in lieu of any/all such actual damages and not as a penalty.

- 10.1.3 Termination Amounts. The table below specifies the Termination Amount applicable to a termination effective during each year.

Time Period after	The Termination Amount is:
2025	\$800,338.00
2026	\$630,338.00
2027	\$460,338.00
2028	\$290,338.00
2029	\$120,338.00
2030	\$96,270.00
2031	\$72,202.00
2032	\$50,000.00

- 10.1.4 Obligations Prior to Termination. Termination or expiration of this Agreement shall not relieve either Party of any obligation arising out of work performed prior to termination.

Signed for and on behalf of
Nevada County Sanitation District

Signed for and on behalf of
Xylem

Name: Brad Torres
Position: Sanitation General Manager,
District 1

Name: Paul Forsthoefel
Position: Regional Sales Manager, Water
Infrastructure

Date: _____

Date: _____

Exhibit A

Recommended Operating conditions include:

Liquid Temperature:	Maximum 40 ⁰ C (104 ⁰ F)
Liquid Density:	110 kg/m3 (9.2 lb. for each US gal) maximum
pH of the pumped media (liquid):	4.5-14
Depth of immersion:	Maximum 20m (65ft)

EXHIBIT B

INVOICE AND PAYMENTS FOR XYLEM WATER SOLUTIONS INC

Date	Invoice No.	Description	Taxable	Non-taxable	Subtotal	Tax 7.5%	Total	Payment Date	Payment Amount	Corrective Action
3/22/2024	3556D17074	Year 1, Q1 equipment & labor	\$35,000.00	\$7,500.00	\$42,500.00	\$2,625.00	\$45,125.00	5/10/2024	\$45,475.00	Apply Q1 2025
6/25/2024	3556D30377	Year 1, Q2 equipment & labor	\$35,000.00	\$7,500.00	\$42,500.00	\$2,625.00	\$45,125.00	8/2/2024	\$46,478.75	Apply Q2 2025
9/24/2024	3556D43128	Year 1, Q3 equipment & labor	\$35,000.00	\$7,500.00	\$42,500.00	\$2,625.00	\$45,125.00	10/16/2024	\$45,125.00	Apply Q3 2025
12/17/2024	3556D55592	Year 1, Q4 equipment, freight, M&C & startup	\$7,500.00	\$35,000.00	\$42,500.00	\$562.50	\$43,062.50	4/11/2025	\$44,354.38	Apply Q4 2025
6/25/24	3556D30377	6/25/24			\$ (1,353.75)		\$ (1,353.75)	6/5/2025	\$ (1,353.75)	CM 3% fee
12/17/24	3556D55592	12/17/24			\$ (1,291.88)		\$ (1,291.88)	6/5/2025	\$ (1,291.88)	CM 3% fee
3/25/2025	3556D68052	Lump Sum	\$225,000.00		\$225,000.00	\$19,125.00	\$244,125.00	6/5/2025	\$244,125.00	Lump Sum
							TOTAL		\$422,912.50	

Exhibit B

Schedule 3– Updated Technical Specifications

Anticipated Schedule & Scope of Work

1 New Material:

Table 1

QTY	Covered Units/Equipment	Notes
12	NX-3 HT/HC 7.5/200-240/3/CH FM+ 50' WC FLS (FM Rated)	LS#6, LS#10, LS#11, LS#28, LS#29, LS#31: 2 pumps per station
6	6020.091-0082 – 10hP 460V Pump, Concertor	LS#5, LS#24, LS#30: 2 pumps per station
10	MultiSmart Powered by Nexicon for Concertor	
10	8598200	Modem
2	7667963 VFD	LS#8: 2 VFD per station
2	3085.070-0199	LS#8: 2 pumps per station
QTY	Inspect Only Components	Notes
10	Power Supply and Other Misc. Parts, other misc. consumable TBD, Terminal Blocks, Additional Wire from third party, DIN Rail	
20	748 18 90 - KIT, SLIDING BRACKET DN80 CI+ FOR 3" DISCHARGE 2"GB GREY EPO	
20	582 88 03 - SENSOR, ENM-10 0.95-1.1 40'	
10	84 62 31 -SENSOR, LEVEL LTU801 0-5M 12M	
10	14-40 41 41 - TRANSFORMER,34KVA 230D/460Y+ NEMA 3R FLOOR MOUNT	
20	14-60 30 26 -BATTERY, PM 12120, 12V 12AMP	
6	Panels	LS#8, LS#10, LS#11, LS#29, LS#30, LS#31
3	Transformer to take voltage to 460V	LS#5, LS#24, LS#30,
20	540 13 05 CONNECTION, DISCH 4X4" CI	
10	14-40 02 55 KIT, SURGE PROTECTION 460V+ STRIKESORB	
20	Adapter 748 18 63	Adapter elbows
	Spare Parts	Notes

2	NX-3 HT/HC 7.5/200-240/3/CH FM+ 50' WC FLS (FM Rated)	Concertor Pumps
1	6020.091-0082 – 10hP 460V	Concertor Pumps
1	3085.070-0199	Smart Run Pump
1	7667963	Variable Frequency Drive (VFD)
4	Pressure Transducers - 846233 0-5 meter range, 30 meter cable	
2	Controllers	
5	8598200	Modem
2	Gateways	
2	I/O Expansion Cards	
1	HMI	
3	5401305 Elbows	
1	846233 LTU 801	LS#8
2	5828804 floats	LS#8

2 Covered Maintenance:

a. Provide the following Covered Maintenance services for the Covered Units for the Term of the SOW

- i. On a 12,000 operating hour basis, perform an external visual inspection, oil change, and any other factory recommended maintenance for the wastewater pumps as deemed necessary or unnecessary with The Use of New Technology
- ii. On a daily basis, monitor equipment functionality of wastewater pumps via remote monitoring (Avensor)

b. Provide the following unplanned maintenance services for the Covered Units for the Term; provided, however, that these services will not apply to any failures determined by Xylem to be caused by foreign objects, operation outside of Xylem's recommended parameters, handling damage by Customer, or similar events:

- i. Perform repairs to Covered Units as required due to a mechanical failure deemed by Xylem to be caused by defect or other warrantable causes
- ii. Perform repair to Covered Units as required due to issues resulting from 12,000 operating hour inspection

Schedule 4 - Delivery Plan

29 November 2024	Delivery and installation of Qty (3) 3085.070-0199
31 December 2024	Delivery and Installation of Qty (14) FM rated pumps Installation of LS 10, 11, 28 and 31 – weather permitting
January 30 2025	Installation of LS 6/29 – weather permitting
28 February 2025	Completed Commissioning of System and Product Training
18 November 2025	Signed Amended Contract

“This Contract, which is made available to you is the sole and exclusive property of Xylem Inc. No third-party will acquire any proprietary rights in Xylem’s equipment, systems, trade-secrets, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how (“Xylem Proprietary Technology”) as provided or discussed herein. Any modifications or improvements to Xylem Proprietary Technology resulting herefrom will be the sole and exclusive property of Xylem.”

AMENDMENT NO. 1

LIFE CYCLE SERVICE CONTRACT ("AGREEMENT")

This Amendment dated July 1, 2025 (the "**Effective Date**"), by and between Xylem Water Solutions U.S.A., Inc. ("**Xylem**") and Nevada County Sanitation District No. 1 ("**Customer or District**") is being issued to modify the existing Life Cycle Service Contract dated September 28, 2023 ("**Agreement**").

WHEREAS, Xylem and the District signed the Agreement with the objective of providing wastewater pumping equipment and services for 10 lift stations in the District; and

WHEREAS, the delivery of New Materials as detailed in Schedule 2 of the Agreement was to begin October 1, 2023, and be completed by March 30, 2024; and

WHEREAS, the delivery of the New Materials was delayed until December 2024; and

WHEREAS, Xylem and the District have agreed to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment No. 1, and intending to be legally bound hereby, Xylem and the District agree to amend the Agreement as follows.

1. Both Xylem and the District agree that they have been in negotiations to reach an agreement to this Amendment since January 1, 2025.

2. Definition "**IOM**" means the publication Installation, Operation, and Maintenance manual for FLYGT model 6020.182/191, and 3085.070-0199, Concertor as in effect as of Contract Effective Date, or any successor thereto.

3. Definition: "**Monitoring & Performance System(s)**" means components, equipment and a system or systems which may be used from time to time by Xylem for monitoring of Facility equipment and/or provision of performance information and or performance support, generally consisting of hardware, software, and a connection to a source of technical oversight or review. Currently, Xylem brand for such system is Avensor.

4. All references to "FLYGT Cloud" are replaced by "Avensor".

5. Schedule 2. Section 2 in its entirety is replaced with Updated Schedule 2 dated July 1, 2025.

6. Schedule 3. Section 3 in its entirety is replaced with Updated Schedule 3 dated July 1, 2025.

7. Schedule 4. Delete Section 4 in its entirety.

8. Except as expressly modified in this Amendment No. 1, the parties agree that all other terms and conditions of the Agreement shall remain in full force and effect.

9. This Amendment No. 1 contains the entire agreement between the parties hereto and supersedes all oral or written representations, promised, agreements or any statements of any kind with respect to the subject matter hereof made by the parties or any of them which are not expressed and contained herein.

Xylem Water Solutions, U.S.A., Inc.

By _____

Name: Paul Forsthoefel

Title: Regional Sales Manager, Water Infrastructure

Nevada County Sanitation District No. 1

By _____

Name: Brad Torres

Title: Sanitation General Manager