

March 11, 2025

CITY OF DRPPING SPRINGS GRAY LAHRMAN 511 MERCER STREET DRIPPINGS SPRINGS TX 78620

Quote # 2025-SNT-0029

Project Name: CITY OF DRIPPING SPRINGS Job Name: Flygt Spare Lift Station Pumps

## Xylem Water Solutions USA, Inc. Flygt Products

4965 Eisenhauer Rd. #102 San Antonio, TX 78218 Tel 210/648-9101 Fax 210/648-9102

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

Repla	acement Pumps						
Qty	Part Number	Description	Extended Price				
1	3171.095-0138	Flygt Model NP-3171.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 35 HP 3550 RPM motor, 278 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 40,434.00				
1	3153.095-0189	Flygt Model NP-3153.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 463 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 24,492.00				
1	3153.095-0053	Flygt Model NP-3153.095 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 15 HP 1750 RPM motor, 464 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 23,181.00				
1	3127.920-0124	Flygt Model NP-3127.920 3" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 12 HP 3550 RPM motor, 249 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 16,167.00				
		Total Price	\$ 104,274.00				
		Freight Charge \$ 5,					
		Total Price	\$ 109,606.00				



#### **Terms & Conditions**

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

As of October 14, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc. **Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

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

**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result

in a back charge to Seller without prior written consent of an authorized employee

of Seller.

**Tariff Changes:** The prices quoted herein are based on the current tariff rates, duties, government

charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected

goods to reflect the increased costs.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages

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

appropriate claims made.

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

Terms of Delivery: Prepaid

**Validity:** This Quote is valid for Thirty (30) days and is contingent upon final approval of

submittals and release for fabrication within 90 days of PO date.

Schedule: Please consult your local Flygt Branch Office to get current fabrication and

delivery lead times when final order is placed.

**Warranty:** Standard warranty terms apply to the items in this quotation.

Terms of Payment: 100% N60 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items

related to the equipment being provided by FLYGT.

Schedule: Submittals are not required. Pump curves and data sheets can be provided

**Time of Delivery:** PUMPS: Approximately 18-19 working weeks after approval of order and receipt

of approved submittal.

Pumps maybe in stock at CDC for faster delivery at no charge. Please check

inventory levels at time of ordering.

Terms & Conditions: The Xylem Water Solutions USA, Inc. North American Terms and Conditions of

Sale apply to this offer.

FLYGT
a xylem brand

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions. We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc. and look forward to being of service to you in the near future.

Sincerely,

Barrie Hamm Sales Engineer

Phone: 361/500-8547 barrie.hamm@xylem.com

Bani Ham

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

### **Customer Acceptance**

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

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

Quote #: 2025-SNT-0029

Customer Name: CITY OF DRPPING SPRINGS GRAY LAHRMAN

Job Name: Flygt Spare Lift Station Pumps

Total Amount: \$ 104,274.00

(excluding freight)

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



Reference: SAQ-POL-WUW-01

Issue No: 1
Date: 26Jul23
Issued by: G. Andrade
Approved by: J. Kalencik

Applicable to: Water Utility Service Americas

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

#### **COVERAGE:**

For valid claims received during the Warranty period, and except as otherwise provided by law, Xylem will, at its option and at no cost to Purchaser (provided that the Product, with cable attached, is returned prepaid to a Xylem Authorized Service Facility for FLYGT Product repairs or the repairs are done in situ by trained personnel with previous written authorization by Xylem warranty department or Xylem technical department), either repair or replace any Product which fails to conform with the Warranty; provided, however, that under either option, Xylem will not be obligated to remove the defective Products or install the repaired or replaced Products. Purchaser will be responsible for all other costs, including service costs. Buyer's failure to comply with Xylem's repair or replacement advice will constitute a waiver of Purchaser's rights and render all warranties void. Coverage for FLYGT parts and labor will be provided for the period shown in **ADDENDUM - A.** 

The warranty period will begin upon shipment of Product or a valid date of Start-up. In cases where the Start-up date is used as the beginning of the Warranty period, a Start-up Report completed by an approved service technician from a Xylem Authorized Service Facility must be received by the Xylem Area Service Manager within thirty (30) days of the initial date the unit is placed into service. If a Start-up Report is not received within this time, the beginning of the Warranty period will default to the Product shipment date. Start-up must occur within one (1) year from the date of shipment from a Xylem authorized facility for the Products or the start of the Warranty period will automatically default to the shipment date unless extended in writing by Xylem (See **STORAGE** section). When the start-up date is the beginning of the Warranty, a copy of the Start-up Report will be required to support any Warranty Claims. This warranty does not apply to FLYGT Dewatering Pumps.

Warranty on FLYGT Dewatering pumps will begin upon shipment of the pumps for the period shown in ADDENDUM-A. No other Warranty start-date on FLYGT Dewatering pumps will be considered.

Explosion Proof ("FM") rated pumps are to be repaired only by a Xylem trained and certified technician. Only FLYGT FM approved parts are acceptable.

The Warranty is conditioned on Purchaser giving written notice to Xylem of any defects in material or workmanship of warranted Products within ten (10) days, or shorter period as dictated by the issue, of the date when any defects or non-conformance first manifest. If these time limits are exceeded the Warranty claim reimbursement will be reduced or rejected.

Xylem sole obligation under this Warranty shall be to repair, replace, or provide a credit for Product which in Xylem's sole discretion are proven to be nonconforming. Any Products which are repaired or replaced by Xylem under the Warranty are warranted only for the remaining balance of the warranty period. Incoming freight from Purchaser will be shipped DAP prepaid to the designated Xylem location in accordance with Incoterms 2020. Return freight out will be shipped DAP prepaid to Purchaser in accordance with Incoterms 2020.

Nonconforming parts and products should be kept for up to ninety (90) days in case are needed for further analysis. After the holding period these parts should be scrap following all local regulations at no cost to Xylem.



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#### MISUSE:

This Warranty shall not apply to any Products or part of Products that have: (i) been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage; (ii) been installed, operated, used and/or maintained in a manner contrary to Xylem's printed instructions for installation, operation and maintenance including but not limited to: (a) operation of the Products without being connected to monitoring devices supplied with specific products for protection or no corrective actions are taken after an alarm from a monitoring device has gone off; (b) have been repaired by non-authorized third parties other than Xylem or without Xylem's written approval; (c) have been damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism, or vandalism; (d) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; or (e) have been damaged resulting from the use of accessory equipment not sold by Xylem or not approved by Xylem in connection with the Products.

#### WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover FLYGT parts that, by virtue of their operation, require replacement through normal wear ("Wear Parts"), unless a defect in material or workmanship is determined by Xylem. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids, strainers, power & control cables and/or any items deemed necessary to perform and meet the requirements of normal maintenance on the Products.

#### TRANSPORTATION DAMAGE:

Any damage that occurs during transport is only covered if a Product or part thereof is received in otherwise generally undamaged packing material. All other transportation damages shall be submitted and settled through the freight carrier's insurance policy by either Purchaser or Xylem based upon the Incoterms associated with the order. A claim can be submitted for the packaging material for cases where the packing material itself is damaged to the point that it cannot be further used to protect the product or part on its way to the end user. In all cases pictures shall be taken and submitted with the claim to document the circumstances. Transportation damage claims must be claimed within one week from arrival of the goods to the end destination.

#### **EXTENDED WARRANTY:**

It is possible to increase the percentage coverage of FLYGT parts and labor that is shown in ADDENDUM - "A" by submitting a request form to Xylem Warranty department and paying the additional fees. The serial number of each pump must be submitted in order to obtain the letter of intent to provide warranty.

#### **DISCLAIMERS:**

Xylem warranties are null and void when Products are exported outside of the United States of America without the knowledge and written consent of Xylem. In the case of goods not manufactured by Xylem there is no warranty by Xylem; however, Xylem will extend to the Purchaser any warranty received from Xylem's supplier for such parts or products.



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#### LIMITATIONS:

XYLEM NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. XYLEM TAKES NO RESPONSIBILIY FOR ANY WARRANTY THAT EXPANDS, MODIFIES OR IS INCONSISTENT WITH THIS WARRANTY AND XYLEM TAKES NO RESPONSIBILITY FOR ANY WARRANTY OBLIGATIONS OTHER THAN THOSE SPECIFIED IN THIS WARRANTY DOCUMENT.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, PURCHASER'S EXCLUSIVE REMEDY AND XYLEM'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING THE PRODUCTS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER.

XYLEM WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL PUNITIVE OF EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO XYLEM'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

IN NO EVENT WILL XYLEM BE RESPONSIBLE FOR ITEMS INCLUDING, BUT NOT LIMITED TO: TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO XYLEM SUPPLIED PRODUCTS, OR XYLEM SUPPLIED PRODUCTS THAT UTILIZE NON-FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY UNLESS PRIOR WRITTEN APPROVAL IS PROVIDED BY XYLEM.

#### **REQUIREMENTS:**

#### STORAGE:

Should a delay occur between the shipment date and the date of start-up, maintenance as outlined in the Installation, Operation and Maintenance (IOM) Manual for each FLYGT Product must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem or its representative within thirty (30) days of said maintenance, or the Xylem Warranty for the Products may be considered void.



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#### **CONTROLS:**

Warranty coverage for permanently installed controls provided by Xylem will start on the date of shipment. This Warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism, vandalism, or damage resulting from the use of accessory equipment not approved in writing by Xylem. If adjustments are made by Xylem or Xylem authorized repair personnel without prior Xylem permission, this warranty will be null and void.

A copy of Electrical System Schematics of the Controls to be used (including the Control's Bill of Material) may be required to support a Warranty Claim when non-Xylem supplied Controls are used. In addition, a written record ("Log"), will be associated with each unit serial number and must be maintained by the organization having Product maintenance responsibility. The Log must record each preventative maintenance activity and any repair activity during the life of the Warranty or verification that a Xylem authorized Service Contract for the Products is in force and effect. The Log must be available for review and/or auditing upon request. Failure to meet these conditions may render this Warranty null and void. Such Logs may be required to determine warranty coverage.

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

### **TOP (The Optimum Pump Station)**

Xylem will warrant the FLYGT TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment, whichever occurs first, and is valid only to the original owner of the station. This Warranty will cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs. Incoming freight from Purchaser will be shipped DAP prepaid to the designated Xylem location in accordance with Incoterms 2020. Return freight out will be shipped DAP prepaid to Purchaser in accordance with Incoterms 2020.

FLYGT Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem warranty for FLYGT Products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All FLYGT Product restrictions and/or limitations as outlined and described within the context of this Warranty are applicable to all sections of this Xylem Warranty document.

### **WARRANTY**





PRODUCT	PRODUCT SERIES AND CONFIGURATION	WARRANTY COVERAGE (Months)								
PRODUCT		1-12	13-18	19-24	25-30	31-36	37-39	40-45	46-60	61-120
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP)(Excluding Dirigo products) 7000 Series (PL)	100%			50%		25%		25%	
Dirigo Products	Bibo Alpha (2960) Adaptive Mixers 4220, 4230 and 4320		100%			50%			25%	
	Concertor 6000 Series (N, DP, iPS, XPC)									
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100%	LIMITE	LIMITED 100%						
Grinder Pumps	3000 Series (MP, MF, MH)	100% (From Ship Date)			% (from cture date)					
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS)	100%								
	8000.280Series (DP, DZ, DT, DS, DF)									
Centrifugal Pumps	1300 Series	100%								
	2000 Series (BS, KS)									
Dewatering Pumps	3000 Series (CS, NS, DS)	100% (From Ship Date)								
	8000.280 Series (DS, DF)									
TOPS	Fiberglass Pump Station	100% (From Ship Date)								
Accessories	Permanent / Portable	100% (From Ship Date)								
Hydroejectors/Aerators	HE, JA	100%								
Portable Pump Controls	Control Boxes (Nolta, MSHA etc.)	100% (From								
TOPS Control Panels	TOPS controlpanels (permanently installed)	Ship Date) 100% (From	-							
Small Pumps	3045, 3057,SX	Ship Date)								
Parts	All new Flygt parts (mechanical& electrical)	NOTE: Flygt parts that fail where used in a repair are warranted for one repair for the failed part only – no labor; This Includes Flygt pumpcont equipment, Flygt submersible level transducers, etc.  NOTE 2: Flygt spare parts shipped separately and not installed by Xyle partner are warranted for thirty (30) days from date of shipment.			npcontrollers, F	Flygt supervision				
	Multismart Pump Station Manager and Operating System	100 (From Ship Date)								
Monitoring & Control	Flygt Probes (excluding the DuoProbe)	100 (From Ship Date)								
	All other Xylem M&C Products	100% (From Ship Date)								