

**Town of Little Elm, Texas  
Standard Contract for Services**

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and [Xylem Water Solutions USA, Inc.](#) (hereinafter referred to as the "Provider") for [RFP 2024-06 Submersible Sewage Pump and Installation for Wastewater Treatment Plant](#), (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

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1. **EMPLOYMENT OF THE PROVIDER.** The Town agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: [RFP 2024-06 Submersible Sewage Pump and Installation for Wastewater Treatment Plant](#) (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in [Exhibit A](#). Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is for the duration of the project. All pricing is to remain firm during this contract period.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in [Exhibit A](#), attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the Town's receipt of the invoice for the previous month's Services or as set forth in [Exhibit A](#).
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Little Elm, 100 W. Eldorado, Little Elm, TX 75068, or emailed to [accounts.payable@littleelm.org](mailto:accounts.payable@littleelm.org).
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS,

ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the Town nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the Town, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Provider shall make available to the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **SECURITY BREACH NOTIFICATION.** Provider shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Provider experiences or learns of that either compromises or could reasonably be expected to comprise Town data through unauthorized use, disclosure, or acquisition of Town data

("Security Breach"), Provider shall immediately notify Town of its discovery. After such notification, Provider shall, at its own expense, immediately: Investigate to determine the nature and extent of the Security Breach. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security. Report to Town the nature of the Security Breach, the Town data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Provider has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Provider has taken or will take to prevent future similar unauthorized use or disclosure.

16. **SECURITY BREACH DEFINED.** The unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their rights or use systems inappropriately. "Security Breach" shall also be deemed to include any breach or security, confidentiality, or privacy as defined by any applicable law, rule regulation, or order.

15. **TERMINATION OF CONTRACT.** The Town may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the Town, the Town may terminate this Agreement upon written notice as provided herein.

Furthermore, the Town retains the right to terminate this Agreement at the expiration of each Town budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the Town's selection of another Provider to assist the Town in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Town that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Town's prior written consent.

19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Town by 8:00 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Town property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the Town has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Town has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the Provider, the Town and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.
23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the Town and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

**Town of Little Elm**  
Rebecca Hunter, CPPB  
Purchasing Manager  
100 W. Eldorado  
Little Elm, TX 75068  
[rhunter@littleelm.org](mailto:rhunter@littleelm.org)

**Xylem Water Solutions USA, Inc.**  
Name:  
Title:  
Street Address:  
City, State, Zip:  
Email:

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the Town and the Provider, as indicated below.

**EXECUTED in single or multiple originals, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**TOWN OF LITTLE ELM**

**Xylem Water Solutions USA, Inc.**

\_\_\_\_\_  
Matt Mueller, Town Manager

\_\_\_\_\_  
Type/Print Name and Title



# **Town of Little Elm**

## **Request for Proposal**

**2024-06**

Submersible Sewage Pump  
for Wastewater Treatment Plant Lift Station

## Part I: General

### Updated 1/29/2024:

**PURPOSE:** The Town of Little Elm, herein after “Town”, seeks to contract with a qualified Individual, Firm, or Corporation, hereafter referred to as “Respondent”, to furnish one (1) submersible sewage pump, motor, power cable, lifting chain, mounting hardware and fasteners, claw adapter to fit provided guide claw, controls, and all appurtenances needed for the installation and functionality of the pump in the existing lift station wetwell for the Little Elm Wastewater Treatment Plant located at 1600 Mark Tree Ln. Little Elm, TX 75068 in conjunction with the attached specifications. All measurements, fit, and electrical needs should be verified by a representative prior to submitting a bid.

### Original:

~~**PURPOSE:** The Town of Little Elm, herein after “Town”, seeks to contract with a qualified Individual, Firm, or Corporation, hereafter referred to as “Respondent”, to furnish one (1) submersible sewage pump, motor, guide rails, power cable, lifting chain, mounting hardware and fasteners, discharge base elbow, controls, control panel, and all appurtenances needed to build a working system in the existing lift station wetwell for the Little Elm Wastewater Treatment Plant located at 1600 Mark Tree Ln. Little Elm, TX 75068 in conjunction with the attached specifications. All measurements, fit, and electrical needs should be verified by a representative prior to submitting a bid.~~

1. **GENERAL TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the Town’s standard General Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate Agreement or Letter of Engagement or on the face of a purchase order.
2. **INSURANCE:** The Respondent shall obtain and maintain for the entire duration of the agreement, insurance coverage as listed in the Town’s insurance requirements document.
3. **CLARIFICATION:** All questions or clarifications of specifications must be submitted through the Town’s eProcurement system.
4. **ADDENDA:** All changes to specification will be in the form of a written addenda. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the Town of Little Elm Purchasing Manager.
6. **EX PARTE COMMUNICATION:** Please note that to ensure the fair evaluation of a solicitation, the Town prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to a Town representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent and the Town will be initiated by the appropriate Town designee in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.
7. **MINIMUM QUALIFICATIONS:**  
Respondents shall be firms, corporations, individuals or partnerships normally engaged in the development of wastewater lift stations and submersible sewage pumping systems.
8. **EVALUATION CRITERIA:** The Town will select the most highly qualified Provider responding to the request, based upon demonstrated competence and the Proposal.

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual proposals submitted. The City will select the most highly qualified provider responding to the request based on these criteria.

## Exhibit A

<u>Factor</u>	<u>Points</u>
1. Manufacturer references with regard to quality, track record, customer service, etc.	25
2. Ability of the pump to meet specifications	40
3. Warranty duration	20
4. Cost	15
<b>Total</b>	<hr/> 100

10. **AGREEMENT TERM:**

- a) If the Respondent fails to perform its duties in a reasonable and competent manner, the Town shall give written notice to the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the Town may terminate the agreement or letter of engagement by giving the Respondent written notice of termination and the reason for the termination.
- b) If the agreement or Letter of Engagement is terminated, for any reason, the Respondent shall turn over all records, to include but not be limited to the following: records of services, deliverables, and transactions, to the Town within fifteen (15) working days after completion of duties contained in the agreement or letter of engagement.

11. **AWARD:** The Town reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the Town. Award announcement will be made upon Town Council approval of staff recommendation and executed agreement. The Town reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the Town

12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The Town will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the Town receives a correct invoice for the supplies, materials, equipment, or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the Town in the event:

- a) There is a bona fide dispute between the Town and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- b) The terms of a federal agreement, grant, regulation, or statute prevent the Town from making a timely payment with Federal Funds; or
- c) There is a bona fide dispute between the Vendor and a sub-contractor or between a sub-contractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or



## Exhibit A

- d) The invoice is not mailed to the Town in strict accordance with instructions, if any, on the purchase order or letter of engagement or other such contractual letter of engagement.
13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the Town's current revenues only. It is understood and agreed that the Town shall have the right to terminate the Agreement at the end of any Town fiscal year if the governing body of the Town does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the Town's budget for the fiscal year in question. The Town may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## Exhibit A

RFP 2024-06

Specifications for

SUBMERSIBLE RAW SEWAGE PUMP

PART 1 - GENERAL

### 1.1 SCOPE

A. The intent of these specifications is to furnish one (1) submersible sewage pump, motor, power cable, lifting chain, mounting hardware and fasteners, claw adapter to fit provided guide claw, controls, and all appurtenances needed to build a working system in the existing lift station wetwell. The pump and appurtenance shall be equal in all respects to that manufactured by Flygt Pumps, Xylem Inc .

B. The raw sewage pump shall be designed for handling raw, unscreened wastewater and storm water. The fluid temperature range shall be from 40° to 100°F. The equipment shall be designed such that the pump unit can be automatically and firmly connected to the discharge piping when lowered into place on a mating discharge connection permanently installed in the wet pit. The pump shall be easily removable for inspection or service, requiring no bolts, nuts or other fastening to be disconnected. There shall be no need for personnel to enter the wet pit for inspection or maintenance of the pump. Sealing of the pumping unit to the discharge connection elbow shall be accomplished by a simple linear downward motion of the pump. Pump, motor and accessories shall be designed for watertight operation with continuous submergence under 65 feet of water with a maximum temperature of 100°F.

C. The contractor shall supply all necessary controls and starters inside the existing control panel. The controls shall provide all necessary components for proper starting and operation of the pump. This shall include a circuit that monitors the seal sensors and heat sensors in the pump, as described herein.

D. All motors and electrical appurtenances to be installed inside the wet well shall be U.L. rated as explosion-proof, suitable for use in a Class I, Group D, Division 1 location, as defined by the National Electric Code. The motor shall bear the FM (Factory Mutual) or UL (Underwriter's Laboratories) explosion-proof label certifying its use in a Class 1, Division 1, Groups C & D hazardous location.

## Exhibit A

### PART 2 - PRODUCTS

#### 2.1 OPERATING CONDITIONS

A. Each unit shall produce 2,800 GPM at 74 ft. TDH, with a minimum pump efficiency of 70%. The pump shall be capable of handling an 8% solid concentration. The pump shall be non-overloading throughout the entire range of operation without employing service factor. The performance curve submitted for approval shall state in addition to head and capacity performance, the pump efficiency, solid handling capacity, and reflect motor service factor.

#### 2.2 CONSTRUCTION

A. The pump shall be a centrifugal, non-clog, solids handling, submersible, wastewater type; the pump volute, motor, and seal housing shall be high-quality gray cast iron, ASTM A48 Class 35 cast iron. The pump discharge shall be fitted with an 8" standard ASA 125-lb. flange, faced and drilled. All fasteners exposed to the pumped liquids shall be 300 series stainless steel.

#### 2.3 ELECTRICAL POWER CORD

A. Cables shall be of the "SO" type and shall conform to industry standards for loads, resistance under submersion against sewage, and be of stranded construction. The cables shall enter the pump through a heavy duty galvanized cast iron entry assembly which shall be provided with an external clamp assembly to protect against tension once secured providing a strain relief function as part of standard construction.

B. Power and control cables shall be furnished in lengths to run unspliced from the pump to the pump control panel. Cables shall terminate with conductor sleeves that bundle the entire group of strands of each phase to improve termination at the pump control panel. The sleeves shall be provided to confirm that all strands of each conductor is terminated properly. Termination shall be coordinated with the connection to the Pump Control Panel.

C. The cables for each pump shall pass through the galvanized cast iron strain relief component and then through a series of stainless steel disks and Buna-n grommet that is sandwiched between the disks to control compression of the grommet. The cable entry design shall be of the type recommended in the Factory Mutual Research Corporation specifications for Explosion Proof Certification. The entry shall be

## Exhibit A

comprised of the cast iron fitting that will include the Buna-N strain relief grommet coupled with a poured conductor section. In the poured section, only Factory Mutual approved sealant shall be used to wick into each conductor strand that has the insulation removed in this area to provide a positively leak proof seal for the power and sensor cords.

### 2.4 MOTOR

A. Each pump shall be furnished with a squirrel cage, induction motor enclosed in a watertight housing suitable for use and compatible with all variable frequency drive systems.

B. The motors shall be air-filled and constructed with moisture-resistant NEMA Class F insulation and Class H slot liners and constructed to NEMA B design standards. The copper wound stator shall be triple dipped in epoxy enamel and baked to withstand a temperature of 155° Centigrade as defined in NEMA Standard MG-1. Each winding phase or layer shall be laced with type H glass-lined paper. The rotor shall be statically and dynamically balanced after fabrication.

C. Motors shall be capable of sustaining 15 starts per hour at a minimum ambient temperature of 40°C.

D. Motors shall be capable of uninterrupted operation with a voltage variation of +/- 10%

E. The power cables entering the motor housing shall connect to individual terminal pins, which separates the incoming service from the pump motor

F. The motor shall be furnished to monitor stator temperatures. Thermal switches/sensors shall automatically de-energize the motor when its temperature exceeds a preset limit as recommended by the manufacturer.

### 2.5 BEARINGS AND SHAFT

A. An upper radial bearing and a lower thrust bearing shall be required. These shall be heavy-duty single-row ball bearings which are permanently lubricated by the dielectric oil which fills the motor housing. Double-row, sealed grease-packed bearings shall not be acceptable. Bearings that require lubrication according to a prescribed schedule shall not be acceptable. The upper and lower radial bearings shall have a minimum B-10 life at the specified condition of 100,000 hours.

B. The shafts shall meet AISI 431 stainless steel standards. Carbon steel shafts or shafts with sleeves of any type are not acceptable. The shaft shall be one piece construction without joints or stubs attached.

## Exhibit A

C. All shafts shall be dynamically balanced and shall be amply sized to transmit full driver output with a maximum deflection of 0.002 inches measured at the lower seal. The distance from the lower bearing to the hub of the impeller shall not exceed 2.5 times the shaft diameter when the shaft diameter is measured at the lowest bearing.

### 2.6 SEALS

A. Each pump shall be provided with an enclosed block mechanical seal with the seal housing and spring system constructed of corrosion-resistant cemented tungsten carbide (WCCR) or Corrosion resistant silicon carbide (RSiC)

B. A moisture sensor shall be furnished to sense seal failure for each pump. This sensor shall be wired to the Pump Control Panel and shall activate an alarm light upon seal failure.

### 2.7 IMPELLER

A. Pump impellers shall be manufactured ASTM-A 532- Alloy III A iron and shall be of the solids handling non-clog type capable of passing a minimum 8% solid consistency.

B. The impeller shall be of a semi-open channel designed for self-cleaning.

C. Impellers shall be key-driven and securely held to the shaft by a streamlined impeller washer and bolt assembly specifically designed to reduce friction in the suction eye of the impeller. The arrangement shall be such that the impeller cannot unscrew or be loosened by torque from either forward or reverse rotation. Designs based on threaded connection between pump shaft and impeller will not be considered.

D. The impeller shall be capable of passing an 8% solids consistency through the bottom of the impeller and through the sides of the impeller.

### 2.8 CASING

A. The volute casing shall be constructed of ASTM A48 minimum Class 35 cast iron capable of prolonged resistance to raw sewage.

B. Face and drill flanges of suction and discharge connections in accordance with 125 lb. ANSI standard.

C. All nuts, bolts, washers, and other fastening devices supplied with the pump shall be Type 316 stainless steel.

## Exhibit A

D. All mating surfaces requiring a watertight seal shall be machined and fitted with nitrile rubber 70° IRH. Paper gaskets are not acceptable.

### 2.9 SERVICEABILITY

A. The complete rotating assembly shall be capable of being removed from the volute without disturbing discharge piping or volute. The motor housing, seal housing with seal plate and impeller still attached to the shaft shall be capable of being lifted out of the volute case from the top as one assembly.



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

January 30, 2024

***Flygt Products***

LITTLE ELM WASTEWATER DIVISION  
100 W. ELDORADO PKWY.  
LITTLE ELM TEXAS 75068

2310 McDaniel Drive  
Carrollton, TX 75006

Tel (972) 418-2400

Quote # 2024-DAL-0057

Fax (972) 416-9570

Job Name: Little Elm Treatment Plant 3231

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

### Pump

Qty	Description
1	<p>Flygt NP 3231, 63-680, 390 mm Intended for semi permanent wet installation, guiding claw included other installation components to be ordered individually Hard iron impeller and insert ring Drive Unit: 615 6 pole, 90 hp, 460 V, Std motor Approval: FM Ex Cooling jacket for direct media cooling Insulated support bearing Cables Power: 50ft SUBCAB 3X50+2G35/2+S(2X0.5) Cable Grip included. Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory</p>
1	SOCKET,11 PIN OCTAL DIN MOUNT
1	MINI-CASII 120V
1	SLING,CHAIN UNIT POLY ROPE 10M
1	316 SS 7/8 inch shackle, 8000 lbs. capacity

**Total Price \$ 60,000.00**

**The volute discharge will have an 8-inch ANSI bolt pattern**

**The motor will have Class H insulation**

**Pump shaft meets AISI 431 stainless steel standards**

**The impeller meets section 2.7 A. requirement**

**100,000 bearing life**

**5-year prorated warranty. 100% for the first 24 months**

## Exhibit A

### Terms & Conditions

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

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

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.

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

**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

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

**Time of Delivery:** Approx. 14-16 working weeks after receipt of order.

**Terms of Delivery:** Prepaid

**Validity:** This Quote is valid for thirty (30) days.

Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

**Terms of Payment:** 100% N30 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.

**Warranty:** Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

**Changes:** This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

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

**COVID 19:** Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

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

Sincerely,



Matt Rottman  
Sales Representative  
Phone: 972-418-2400  
Cell: 214-288-6621  
[matt.rottman@xylem.com](mailto:matt.rottman@xylem.com)





*Xylem Water Solutions USA, Inc.*

*Flygt Products*

**Customer Acceptance**

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

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 #: 2024-DAL-0057  
Customer Name: LITTLE ELM WASTEWATER DIVISION  
Job Name: Little Elm Treatment Plant 3231  
Total Amount: **\$ 63,500.00**

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

## Exhibit A

Remove Guide Claw, add ANSI pattern drilled volute discharge

### NP 3231/615 3~ 680

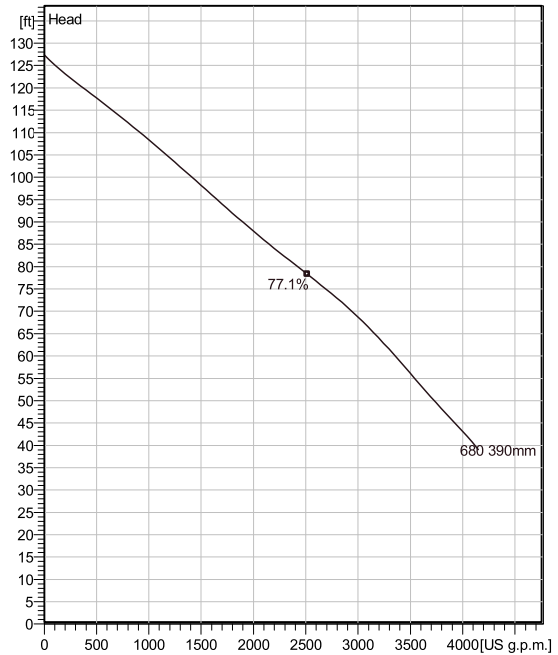
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



#### Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft<sup>3</sup>, 1.6891E-5 ft<sup>2</sup>/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances.  
Please consult your local Flygt representative for performance guarantees.

#### Configuration

<b>Motor number</b> N0615.000 35-29-6AA-W 90hp	<b>Installation type</b> P - Semi permanent, Wet
<b>Impeller diameter</b> 390 mm	<b>Discharge diameter</b> 8 inch

#### Pump information

<b>Impeller diameter</b> 390 mm
<b>Discharge diameter</b> 8 inch
<b>Inlet diameter</b> 250 mm
<b>Maximum operating speed</b> 1185 rpm
<b>Number of blades</b> 3
<b>Max. fluid temperature</b> 40 °C

#### Material

<b>Impeller</b> Grey cast iron
-----------------------------------

**Project** Xylect-21718024  
**Block**

**Created by** Matt Rottman  
**Created on** 1/19/2024 **Last update** 1/19/2024

# Exhibit A

## NP 3231/615 3~ 680

### Technical specification



#### Motor - General

<b>Motor number</b> N0615.000 35-29-6AA-W 90hp	<b>Phases</b> 3~	<b>Rated speed</b> 1185 rpm	<b>Rated power</b> 90 hp
<b>ATEX approved</b> FM	<b>Number of poles</b> 6	<b>Rated current</b> 115 A	<b>Stator variant</b> 1
<b>Frequency</b> 60 Hz	<b>Rated voltage</b> 460 V	<b>Insulation class</b> H	<b>Type of Duty</b> S1
<b>Version code</b> 000	<b>Direct media cooling system</b>		

#### Motor - Technical

<b>Power factor - 1/1 Load</b> 0.81	<b>Motor efficiency - 1/1 Load</b> 91.0 %	<b>Total moment of inertia</b> 35.1 lb ft <sup>2</sup>	<b>Starts per hour max.</b> 15
<b>Power factor - 3/4 Load</b> 0.76	<b>Motor efficiency - 3/4 Load</b> 91.5 %	<b>Starting current, direct starting</b> 685 A	
<b>Power factor - 1/2 Load</b> 0.66	<b>Motor efficiency - 1/2 Load</b> 91.0 %	<b>Starting current, star-delta</b> 228 A	

**Project** Xylect-21718024  
**Block**

**Created by** Matt Rottman  
**Created on** 1/19/2024 **Last update** 1/19/2024

# Exhibit A

## NP 3231/615 3~ 680

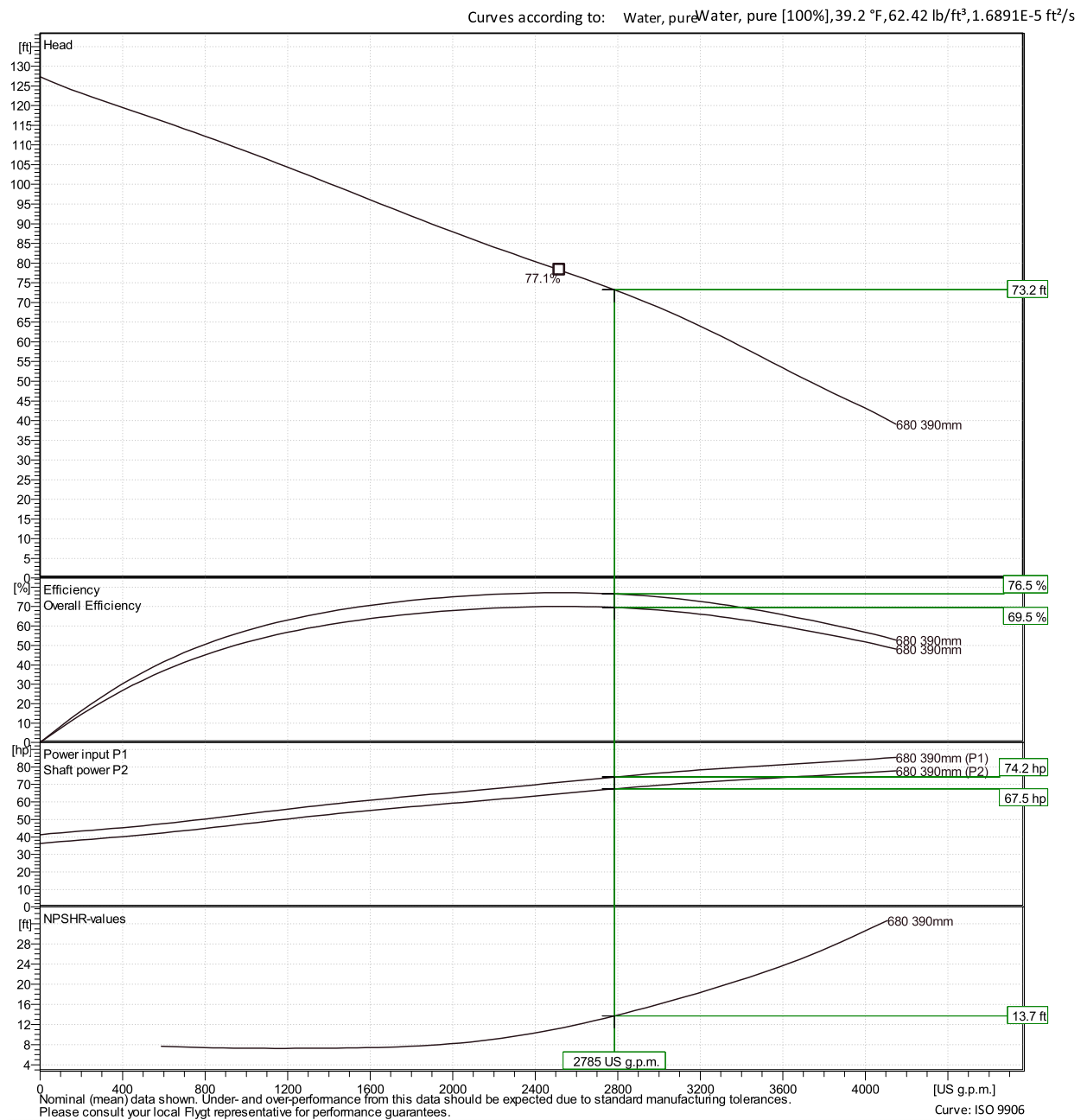
### Performance curve



#### Duty point

Flow  
2780 US g.p.m.

Head  
73.2 ft



Xylect-21718024

Matt Rottman

Created on 1/19/2024 Last update 1/19/2024

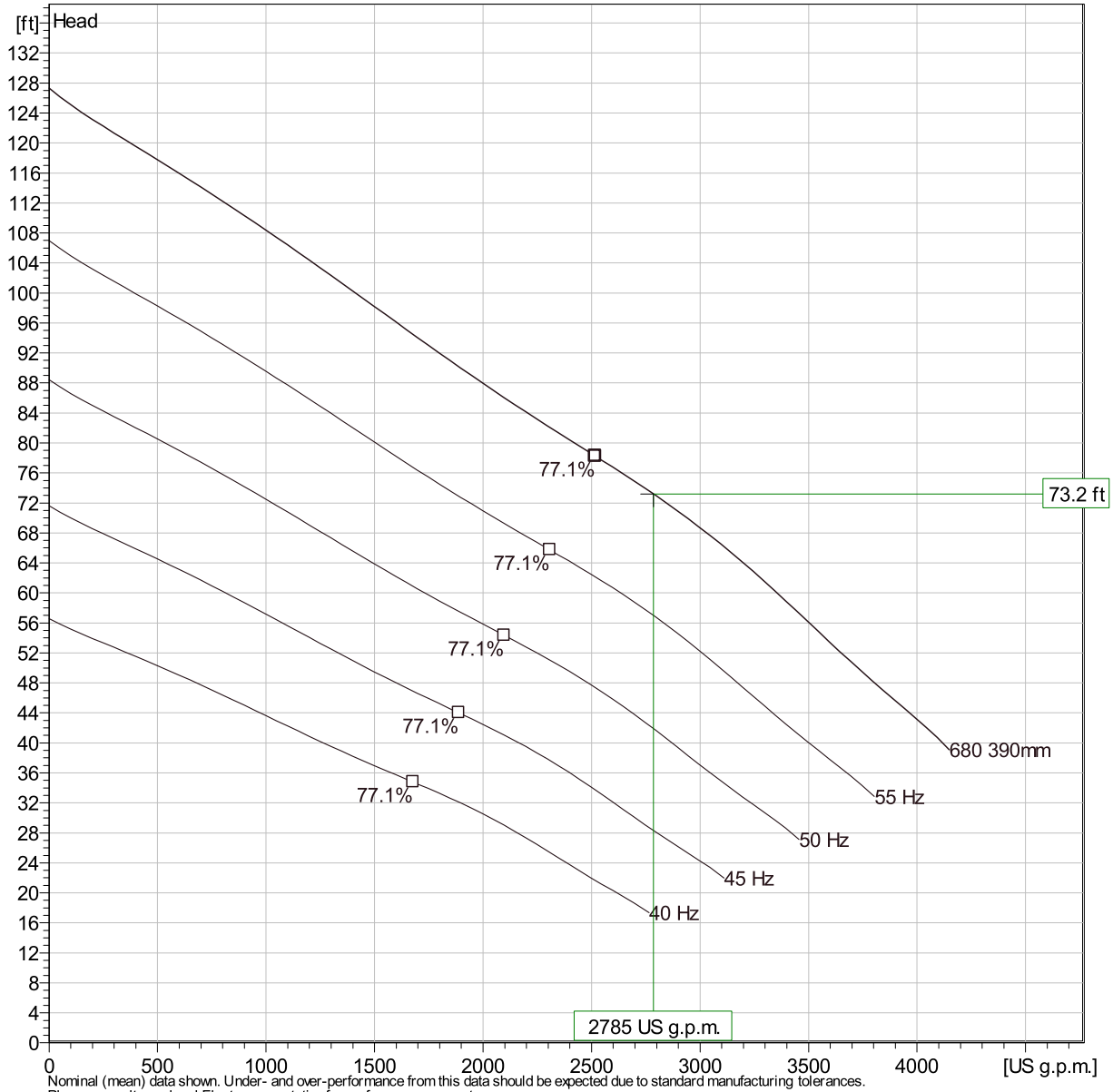
# Exhibit A

## NP 3231/615 3~ 680

### Duty Analysis



Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



### Operating characteristics

Pumps / Systems	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr. eff.	Spec. Energy kWh/US MG	NPSHre ft
1	2780	73.2	67.5	2780	73.2	67.5	76.5 %	331	13.7

Project

Block Xylect-21718024

Created by

Matt Rottman

Created on

1/19/2024

Last update

1/19/2024

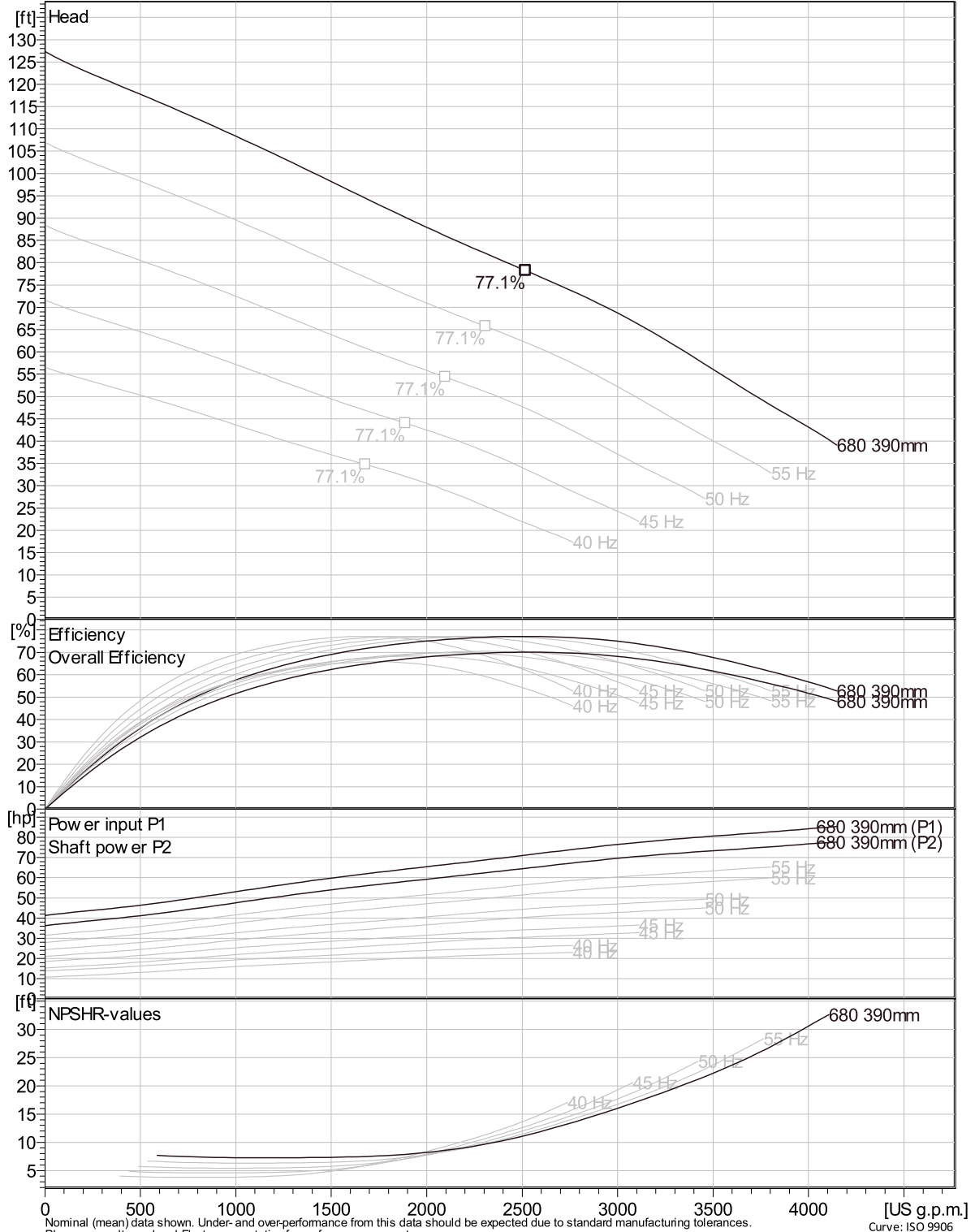
# Exhibit A

## NP 3231/615 3~ 680

### VFD Curve



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Curve: ISO 9906

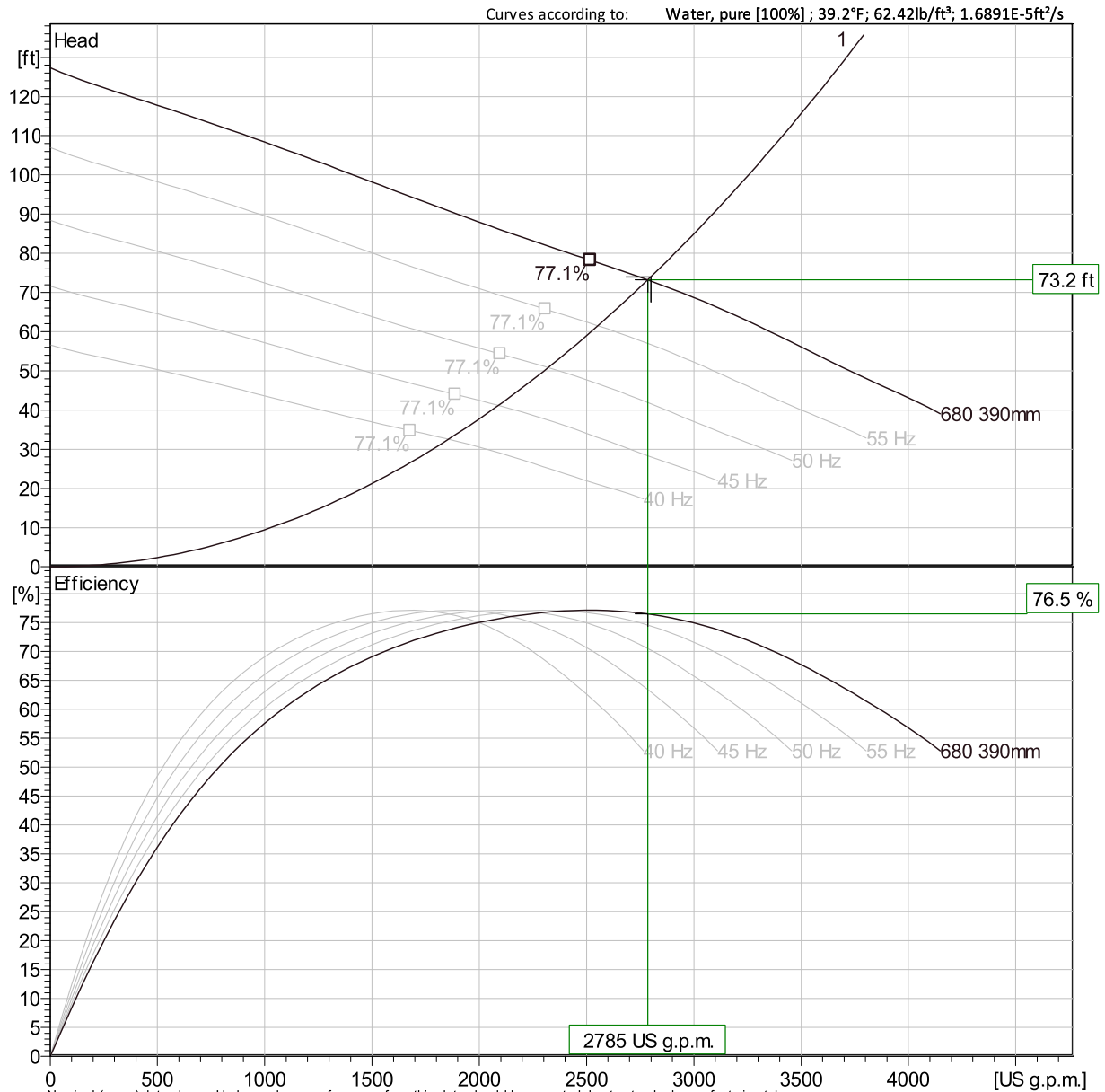
Project Xylect-21718024  
Block

Created by Matt Rottman  
Created on 1/19/2024 Last update 1/19/2024

# Exhibit A

## NP 3231/615 3~ 680

### VFD Analysis



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances.

Please consult your local Flygt representative for performance guarantees.

### Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSH <sub>r</sub>
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	
1	60 Hz	2780	73.2	67.5	2780	73.2	67.5	76.5 %	331	13.7
1	55 Hz	2550	61.5	52	2550	61.5	52	76.5 %	277	11.9
1	50 Hz	2320	50.8	39	2320	50.8	39	76.5 %	231	10.2
1	45 Hz	2090	41.2	28.5	2090	41.2	28.5	76.5 %	191	8.66

Project Xylect-21718024

Block

Created by Matt Rottman

Created on 1/19/2024

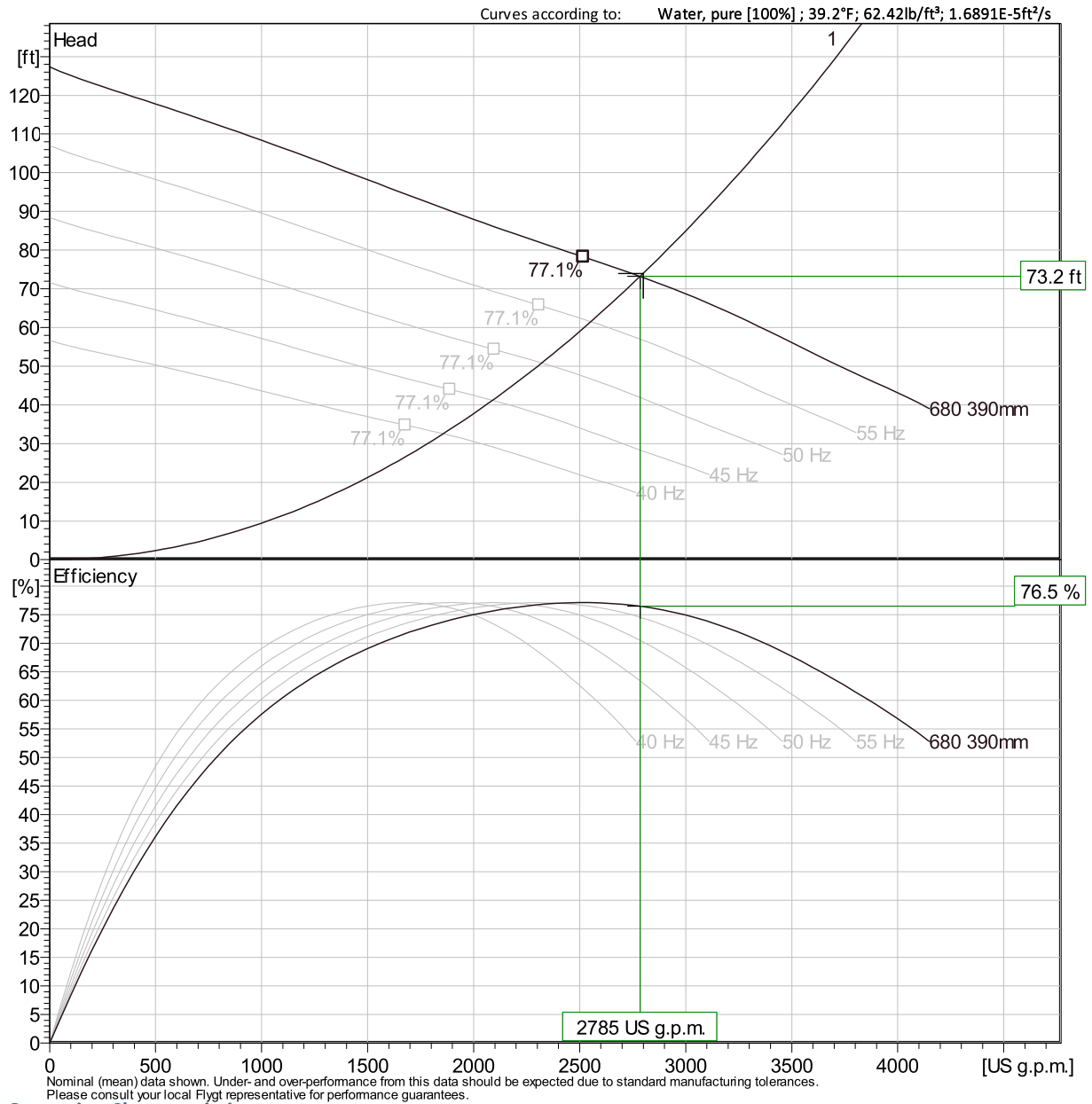
Last update

1/19/2024

# Exhibit A

## NP 3231/615 3~ 680

### VFD Analysis



### Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHre
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	ft
1	40 Hz	1860	32.5	20	1860	32.5	20	76.5 %	156	7.17

Project Xylect-21718024  
Block

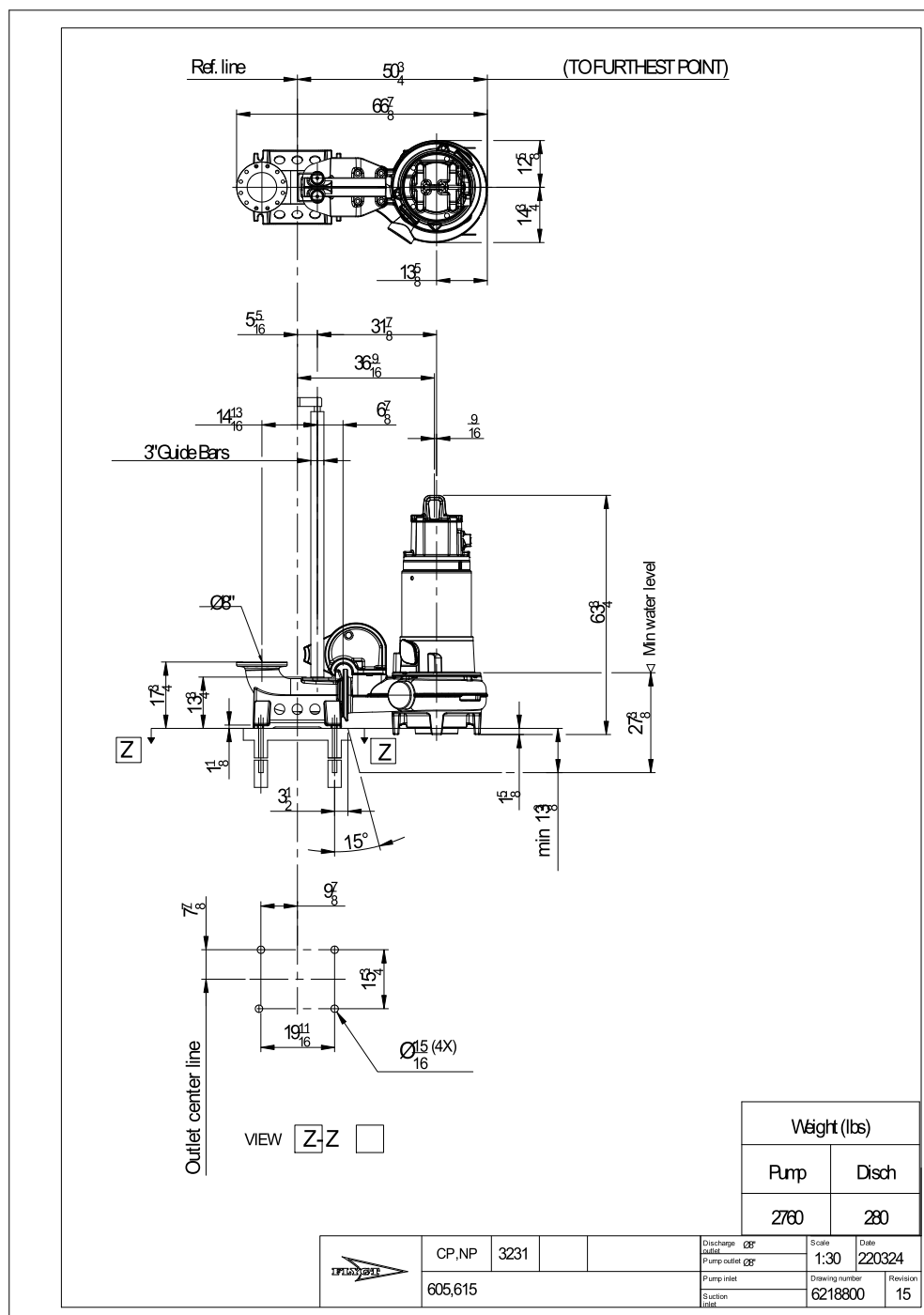
Created by Matt Rottman  
Created on 1/19/2024

Last update 1/19/2024



## NP 3231/615 3~ 680

## Dimensional drawing



Project	Xylect-21718024
Block	

**Created by** Matt Rottman

Created on 1/19/2024 Last update

1/19/2024



# WARRANTY

## Xylem Water Solutions USA, Inc.

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

### COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

### MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

### WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



# WARRANTY

## Xylem Water Solutions USA, Inc.

### DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

### LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

### REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



# **WARRANTY**

## **Xylem Water Solutions USA, Inc.**

### **STORAGE:**

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

### **CONTROLS:**

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

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

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

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.  
National Quality Assurance - US Corporate

# Exhibit A



## WARRANTY Xylem Water Solutions USA, Inc.

Extended to 24 Months

### ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
		1-12	13-18	19-24	25-36	37-39	40-60	61-72
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%	50%			25%		
Concertor Pumping System	6000 Series (DP)	100%	50%			25%		
	6000 Series (iPS)	100%			50% 25-48 MONTHS		25% 49-84 MONTHS	
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% 1 YR	LIMITED – 2 YEAR					
Grinder Pumps	3000 Series (MP, MF, MH)	100% - 2 YEAR (From Ship Date)			3 YR (From DOM)	DOM= Date of Manufacture		
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%						
Centrifugal Pumps	1300 Series	100% (From Ship Date)						
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)						
TOPS	Fiberglass Pump Station	100% (From Ship Date)						
Accessories	Permanent / Portable	100% (From Ship Date)						
Hydroejectors/Aerators	HE, JA	100%						
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Shio Date)						
Small Pumps	3045, 3057, SX	100% (From Ship Date)						
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Shio Date)						

\* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



## Exhibit A

1/29/2024

### Letter of Intent to Provide Warranty

**Reference:** RFP 2024-06

XYLEM WATER SOLUTIONS USA, INC. confirms that it offers a commercial warranty to the Buyer and/or End User and that all items as sold to the above reference, conform completely to the specifications and are new, first class, fit, of good materials, design and workmanship and are free from defects.

This warranty will be valid for a period of **2** years, from date of start-up for each unit and will cover 100% of the cost of repairs for parts and labor for the period when determined exclusively by XYLEM WATER SOLUTIONS USA, INC. or its authorized designee that failure is due to a defect in material or manufacturing and/or assembly workmanship and will be considered providing a signed, dated Start-up Report is included. Product start-up must occur within twelve (12) months from date of shipment for this warranty to remain in force and must meet all the storage criteria as shown in Addendum A.

Within the warranty period, XYLEM WATER SOLUTIONS USA, INC. will promptly either repair or replace any non-wear items as part of the delivered units which fail to conform to the requirements in the form of a defect in material or manufacturing and/or assembly workmanship and are found to be defective upon inspection by XYLEM WATER SOLUTIONS USA, INC.'s exclusive examination. Wear parts (.i.e., Impellers, Wear Rings, etc) are not covered unless found to have an original defect in material.

This "Letter of Intent" supersedes the standard Flygt warranty coverage to the extent that product installed at Town of Little Elm Wastewater Treatment Plant, where a XYLEM WATER SOLUTIONS USA, INC. **NP 3231/ 615 (1 Pump)** of serial number **TBD** has been found to have failed may be returned to any Authorized XYLEM WATER SOLUTIONS USA, INC. Service Center for the period of this warranty as outlined in this document.

Warranty shall not apply to any product or part of product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used or maintained in a manner and/or in an application contrary to XYLEM WATER SOLUTIONS USA, INC.'s printed instructions for installation, operation and maintenance, including without limitation, operation without being connected to monitoring devices supplied with specific products for protection; or (iii) has 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 (iv) has been damaged resulting from the use of accessory equipment not sold by XYLEM WATER SOLUTIONS USA, INC. or not approved by XYLEM WATER SOLUTIONS USA, INC. in connection with the product.

**IMPORTANT:** For Warranty purposes, monitoring devices supplied for a specific pump for protection must be connected and utilized during all times in which the pump is in operation. Failure to do so will invalidate this Letter of Intent. This warranty does not cover adjustments or replacement of any maintenance items such as but not limited to lubrication, filters, consumables, etc.

XYLEM WATER SOLUTIONS USA, INC. will not be held responsible for travel expenses, rented equipment, outside contractor fees, unauthorized repair shop expenses, freight to ship product to an XYLEM WATER SOLUTIONS USA, INC. Service center for evaluation or for any equipment and parts purchased or used without XYLEM WATER SOLUTIONS USA, INC.'s written approval.

The warranties made herein by XYLEM WATER SOLUTIONS USA, INC. are in lieu of any and all other warranties expressed or implied and the implied warranties of merchantability and fitness for a particular purpose are hereby expressly disclaimed. XYLEM WATER SOLUTIONS USA, INC. assumes no liability for loss of use or for any direct, indirect or consequential damages of any kind in respect to the use or operation of XYLEM WATER SOLUTIONS USA, INC. products or any equipment or accessories in connections therewith.

US-Quality Assurance

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

NA

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

  
Signature of vendor doing business with the governmental entity

1/29/2024

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.