



To: City of Clearwater  
Attn: Kervin St. Aime

Date: December 5, 2016

Subject: Clearwater Marshall Street WRF Internal Recycle and RAS Pumps  
Quote Number: 2016-APO-1663

We are pleased to offer the following equipment:

**Internal Recycle Pumps**

(5) Flygt PL 7030.180-0069 649 drive axial flow propeller pump 38hp/460/3 65' mc, FLS. Flygt adaptor to fit 500mm PL7030 to a 700mm (28") column, adaptor fitted to pump at factory.

**RAS Pumps**

(5) Flygt LL 3152.181-620 24" 14hp/460/3 1150 rpm axial flow propeller pump 50' mc, FLS disabled

**Price: \$ 270,465.00**

**Note: The above referenced Flygt pumps are compatible with the existing pump tubes and seating arrangements. Like kind replacements shall not require the City to modify the existing structures for installation.**

**Exclusions:** WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

---

**PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.**

**Validity:** THIS QUOTE IS VALID FOR NINETY (90) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

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

**Freight Terms:** DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

**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 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.

**Payment Terms:** 100% NET 45 DAYS AFTER SHIPMENT DATE.  
(Note: Partial billing will be made on partial shipments)

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:** Please consult your local Flygt branch for submittals and fabrication lead-times.

**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.

**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 part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you in the near future.



Page 2 of 2

**Xylem Water Solutions USA Inc. /**

**Flygt Products**

2152 Sprint Blvd. Apopka, Florida 32703

Phone: 407-880-2900 • Fax: 407-880-2962

**IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.**

Xylem Water Solutions USA, Inc.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

A handwritten signature in blue ink that reads "Steve Dennis".

Steve Dennis



**Xylem Water Solutions USA Inc.**  
2152 Sprint Blvd. Apopka Florida 32703  
Phone: 407-880-2900 • Fax: 407-880-2962

Kervin St. Aimie  
City of Clearwater  
PO Bx.4748  
Clearwater, Florida 33758

November 18, 2016

Kervin,

Please be advised that Xylem Water Solutions USA Inc. is the only authorized vendor for \*Flygt Products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

A handwritten signature in black ink, reading "Thomas J Osborne".

Thomas J Osborne  
Sr. Technical Inside Sales  
Xylem Water Solutions USA Inc.  
Flygt Products

\*Flygt Products include submersible pumps, mixers, valves, Syracuse safe hatch access covers, well washer and controls (to include, but not limited to, APP series, MultiSmart, MTxPC, MyConnect, & SmartRun).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036  506636-STND-GAW-16-17	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> ACE Fire Underwriters Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 22667 20702
--	---	---

**COVERAGES** **CERTIFICATE NUMBER:** NYC-008693796-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		XSL G27859100	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR: \$1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WLR C49104807 (AOS) SCF C49104819 (WI)	10/31/2016 10/31/2016	10/31/2017 10/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Purchase of IR (Internal Recycle) and RAS (Return Activated Sludge).  
City Of Clearwater is included as additional insured (except Workers Compensation) as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City Of Clearwater Attn: Rick Osorio 100 S. Myrtle Avenue Clearwater, FL 33756	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Lauren Giagrande <i>Lauren Giagrande</i>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.