



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Purchase Order Date: 3/16/23

Statement of Purpose: Purchase Order for Xylem
Flight Pump

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: See attached email

Name/Position
Date: _____

Budget Confirmed:

Signature				
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A <input type="checkbox"/>

Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☒

City Council Approval Needed: Yes ☒ No ☐ Date: 2/21/23

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: _____

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Xylem Water Solutions USA, Inc.

Cathy Ross
Contracts Administrator

Virtual - Denver, CO
Tel +1 561.596.3862
cathy.ross@xylem.com



February 15, 2023 (as revised from February 14, 2023)

Spencer Nebel
City Manager
City of Newport
169 SW Coast Hwy
Newport, OR 97365

SUBJECT: Influent 3231
Your PO# 22-028
Flygt Quote # 2022-POR-0232

Dear Mr. Nebel,

Thank you for your Purchase Order for Xylem (FLYGT) equipment for this project. We have reviewed your Purchase Order Terms and Scope of Supply and are in general agreement with them. Prior to finalizing your order, however, we need to come to a final agreement on the items below.

Scope of Supply

As detailed in your Purchase Order, the scope of equipment supply for this purchase order shall be as outlined in FLYGT's Quote # 2022-POR-0232 dated June 29, 2022. The technical portion of Contractor's quote shall be incorporated as a binding part of the order (excluding Contractor's standard terms and conditions of sale).

Payment Terms

Per our quote, terms are: 100% Net 30 days following delivery date

Delivery Schedule

Your purchase order does not indicate a schedule and submittals are not required. The lead time for this equipment is *12-24 weeks from receipt of this letter, fully executed. Please let us know if you do not want any of these items as soon as indicated so delivery can be coordinated with our local branch office.

Equipment Lead Time

Settables/Accessories – 12-14 week lead time
Pumps – 20-24 week lead time

*The, above schedule is based on as of today lead-times for equipment shipment, however due to the continuing disruptions of COVID-19, including extended production timeframes from our suppliers as a result of raw materials shortages, related labor constraints, and transportation and logistics-related delays due to a shortage of both truckers and containers, we can at this time only state what our current lead-time is expected to be. Once equipment is ordered we will work closely with you to meet your needs as best possible in this uncertain time.

Terms and Conditions

Section 4 of City's Purchase Order Terms – Add to second to last line: "...Contractor's negligent or otherwise wrongful acts or omissions."

Mutual Waiver and Limitation of Liability

City and Contractor (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall be not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party to the other, whether under contract law, in tort (including negligence), or otherwise, is limited to the Purchase Order price ("Cap"). This Cap does not apply to Section 4 of the City's Purchase Order Terms.

We would appreciate it if you would execute this letter so that it becomes a binding part of your purchase order and our formal contractual obligations. Please sign and return it to me (cathy.ross@xylem.com) at your earliest possible convenience so that we may adhere to the above schedule. Failure to respond to this letter in a timely manner may affect the delivery schedule. If you have any questions or concerns, please do not hesitate to contact me at (561) 596-3862.

Best Regards,

Cathy Ross

Cathy Ross
Contracts Administrator

Accepted by: (authorized party to bind company)

Spencer R. Nebel

Printed Name

City Manager

Title

12/14/11

Signature

Date

Melanie Nelson

From: David Allen
Sent: Friday, February 24, 2023 10:37 PM
To: Melanie Nelson; David Powell; Spencer Nebel
Cc: Josephine Duncan; Andrew Grant contact; Clare Paul; Steve Baugher; Erik Glover
Subject: Re: Final Amendment Letter Attached: City of Newport PO#22-028

The amendment should not be signed until next Wed. at the earliest to allow for the seven-day public notice period required for a sole-source procurement under rule 137-047-0275, which I assume was given following the Tues. council meeting (link below). --David

https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1797573/FLYGHT_PO.pdf

From: Melanie Nelson
Sent: Friday, February 24, 2023 1:21 PM
To: David Powell
Cc: David Allen; Josephine Duncan
Subject: RE: Final Amendment Letter Attached: City of Newport PO#22-028

It is in Spencer's possession.

-----Original Message-----

From: David Powell <D.Powell@NewportOregon.gov>
Sent: Friday, February 24, 2023 8:41 AM
To: Melanie Nelson <M.Nelson@NewportOregon.gov>
Cc: Spencer Nebel <S.Nebel@NewportOregon.gov>; David Allen <D.Allen@NewportOregon.gov>; 'cathy.ross@xylem.com' <cathy.ross@xylem.com>; Josephine Duncan <J.Duncan@NewportOregon.gov>
Subject: FW: Final Amendment Letter Attached: City of Newport PO#22-028

Hi Melanie:

Can you please print out the Xylem Amendment and have Spencer sign per David's email below? Once signed, send to Josephine. We will send the PO and Amendment to Xylem for them to sign and return.

Thanks.

David Powell; PE
Public Works Director
(o) 541.574.3369
(m) 541.270.4142
(e) d.powell@newportoregon.gov
169 SW Coast Hwy 101
Newport, Oregon 97365

PUBLIC RECORDS LAW DISCLOSURE This e-mail is a public record of the City of Newport and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to the State Retention Schedule



CITY OF NEWPORT

169 SW Coast Hwy
Newport, OR 97365
OrCPP #KN0010

PURCHASE ORDER

P.O. Date: 10/07/2022
Vendor Name: Xylem Water Solutions USA, Inc.
Address: 9625 SW Tualatin Sherwood Road
City/State/Zip: Tualatin, Oregon 97062
Phone/FAX: (503) 240-1980 / (503) 240-3445
Contact Name: David Olson
Email: David.Olson2@xylem.com

PO #: 22-028
Deliver to: City of Newport
Address: 169 SW Coast Hwy
City/State/Zip: Newport, OR 97365
Phone/FAX: 541-574-3371 / 541-867-7663
Contact Name: Andrew Grant
Department: WWTP

Description of items/services ordered:

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	001	MONITOR,PUMP MAS800 CU	2,180.87	2,180.87
1.00	002	MONITOR,PUMP MAS800 BU	2,549.88	2,549.88
1.00	003	PANEL,OPERATOR 412 10"	1,946.16	1,946.16
1.00	004	Flygt NT 3231, 63-480, 410 mm + Freight	129,501.30	129,501.30
TOTAL COST:				136,178.21

THIS PURCHASE ORDER INCORPORATES THE TERMS ON THE REVERSE SIDE AND THE CITY'S REQUEST FOR PROPOSAL AND CONTRACTOR'S RESPONSE THERETO, OR, IN THE ALTERNATIVE, THE CITY'S SOLICITATION DOCUMENT AND CONTRACTORS' BID. BY ITS SIGNATURE HEREUNDER, CONTRACTOR AGREES TO PERFORM THE SERVICES/PROVIDE THE PRODUCTS DESCRIBED IN SUCH DOCUMENTS, FOR THE FEE/AMOUNT SET FORTH THEREIN. THE CONTRACTOR WILL COMPLY FULLY WITH ALL TERMS AND CONDITIONS OF THE DOCUMENTS, THE NEWPORT MUNICIPAL CODE AND STATE AND FEDERAL LAW. IF THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT # _____ OR COOPERATIVE PROCUREMENT ORGANIZATION _____
Member # _____ Agreement # _____. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY THIS REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS EXPRESS OR IMPLIED.

Account Coding:

Fund	GL Dept	Expense Account	Project Code	Amount
602	3410	73200		136,178.21
			Total	136,178.21

Circle Numbers that apply:

Procurement Method: Solicitation Method: 7 - ITB

1 - Three Informal Bids 4 - Emergency 8 - RFQ/RFI/RFP
2 - Three written Bids 5 - Sole Source 9 - Exemption Code:
3 - Formal Bids 6 - Special # 5

Notes/Special Instructions:

Sole Source Memo attached

Authorizations:

[Signature] 10/27/22
Department Director Date

[Signature] 10-27-22
Finance Director Date

[Signature] 10-28-22
City Manager Date

Contractor's Authorized Signature Date

Contractor's Printed Name

Name of Company

SUBMIT THIS FORM FOR SIGNATURE ALONG WITH QUOTATION DOCUMENTATION PRIOR TO PURCHASE OF NON ROUTINE GOODS OR SERVICES COSTING \$5,000 OR MORE.

TERMS OF CITY'S PURCHASE ORDER

1. In the course of providing Services under this Purchase Order, Contractor may have contact with the public. Contractor will maintain good relations with the public. The City may treat the failure to maintain good relations with the public as a non-curable breach of this Purchase Order and may disqualify Contractor from future work for the City.
2. Contractor shall be compensated as described in the Purchase Order. Unless otherwise set forth in the Purchase Order, Contractor shall begin Services on the Effective Date and shall complete Services no later than such date set forth in the Purchase Order or as agreed upon in writing by the parties.
3. Contractor certifies that: (a) Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. In the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding. (b) Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265. (c) No employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing. (d) Contractor currently has a City business license or will obtain one prior to delivering Services under this Agreement.
4. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed with good workmanship and in accordance with generally accepted professional practices and standards of the industry in which Contractor operates as well as the requirements of applicable federal, state and local laws. Contractor's work will conform to the requirements of this Purchase Order. Acceptance of Contractor's work by City shall not operate as a waiver or release of this warranty. Contractor is fully liable for the acts and omissions of Contractor and Contractor's subcontractors which cause any damage, injury, death, property damage or loss to any person or property. Contractor will indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, but only to the extent attributable to Contractor's acts or omissions. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
5. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.
6. At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this Section due to no fault of Contractor, City shall pay Contractor for all approved and undisputed services rendered up to the date of termination. City may modify or terminate this Agreement without cause effective upon delivery of written notice to Contractor, or at such later date as may be established by City.
7. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
8. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, earthquake, fire, flood, epidemic, quarantine restriction, strike, freight embargo, unusually severe weather; provided that the parties so disabled shall notify the other party in writing of the cause of delay. Each party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement.
9. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including, but not limited to those in Exhibit A. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
10. Contractor will perform additional work as may be necessary to correct errors in Services performed under this Agreement without undue delay and without additional cost.
11. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon. In any action arising under this Agreement, the prevailing party shall be entitled to such sum as the court may award as reasonable attorney fees and court costs, including any appeal. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, some provisions of which are attached to this Agreement as Exhibit A. All Contractor's work product accomplished under this Agreement, whether in the form of designs, drawings, as-builts, diagrams, specifications, reports, or other writings, shall become the exclusive property of the City. The City is the owner of any copyrights thereto, upon City's final payment to Contractor. This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

EXHIBIT A

- ORS 279B.220 Conditions concerning payment, contributions, liens, withholding. The contractor shall: 1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. 2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. 3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. 5. In addition to the conditions specific in subsection 1-4 above, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. (ORS 279C.505)
- ORS 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints. 1. If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing a municipality, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. 2. If the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within thirty days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. 3. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. 4. The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation. (see ORS 279C.530 for public improvement contracts) 1. The contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. 2. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- ORS 279B.020, 279B.235; 279C.520, 279C.540 Condition concerning hours of labor. 1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. 2. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055 (or 279C.100) the employee shall be paid at least time and a half pay: (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (b) For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020 (or 279C.540). 3. In the case of public contracts for personal services as described in ORS 279A.055 (or 279C.100), the contract shall contain a provision that the contractor's employees who work under the public contract shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. 4. Persons employed under the public contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- ORS 279C.830 Relating to prevailing rate of wage in public works contracts. 1. In the event this contract is a public works contract, the parties shall state in the contract the existing state prevailing rate of wage and if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that must be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates. 2. Every contract and subcontract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. 3. Contractor will pay to the Commissioner of the Bureau of Labor and Industries (BOLI) a fee as provided in ORS 279C.825(1). The fee shall be paid to the commissioner under the administrative rule of the commissioner. 4. Every contract for public works, or in connection with a public works contract, shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).



Flygt Sole Source Memo

City of Newport Wastewater Treatment Plant

To: Linda Wertman, Capital Projects and Grant Accountant

From: Andrew Grant, Wastewater Treatment Supervisor

Date: 10-28-2021

Introduction

The City of Newport Oregon owns and operates 23 lift stations throughout the sewerage system. Our raw sewage pumps encounter a wide range of items that are flushed down toilets and must be conveyed to the treatment plant. With the advent of "flushable" wipes, The City of Newport is experiencing significant problems with these wipes and similar fibrous items clogging inside the pumps; this is called "ragging."

To address ragging, Xylem Flygt expanded their line of pumps featuring the N impeller. This unique impeller, first introduced in 1998, has a self-cleaning design that effectively removes wipes, rags and debris from the pump. City staff have noted that our Flygt pumps do not clog.

The purpose of this memo is to present the basis for standardization of pumps at raw sewage pump stations throughout the City of Newport. The City is preparing to purchase Flygt raw sewage pumps for the Influent Pump Station. It's our intent to purchase one or more by December 15, 2021. This sole source justification applies to the purchase of immersible and submersible raw sewage pumps throughout the city's sewerage system and wastewater treatment plant.

Newport Experience with Flygt Pumps

The City of Newport numerous Flygt pumps in place including at the Northside pump station, Nye Beach pump station and the Hatfield pump station. The performance of the Flygt pumps has been exemplary. At Northside we recently sent one out for rebuild which had been in continuous service for 17 years. In contrast the oldest pumps at the influent pump station have lasted 10 years and have been rebuilt twice. In our experience Flygt pumps do not experience ragging saving significant labor resources and avoiding accidental sewage discharges to waterways. Flygt is also repairing our pumps. The Xylem/Flygt repair shop is in Tualatin, OR. Flygt has provided field service and installation start up support for the city as well.

Market Research - Other Wastewater Utility Experiences

Other wastewater utilities in the region have made the decision to sole source Flygt N-Pumps. In some cases, they made the decision for a specific project, or they decided to standardize around one brand for all of their pump stations.

City of Eugene OR: The City of Eugene approved a sole source justification for Flygt N- Pumps in 2007 for all wastewater pump stations in the City. Three of their pump stations were experiencing ragging problems that required staff to pull the pumps and clean them on a weekly basis. Upon replacing the pumps in those three pump stations with Flygt N-pumps, their maintenance costs due to ragging and other debris were eliminated completely and they saw energy costs at one station decrease by \$1000 per month. The City also noted that many spare parts are interchangeable between different sized pumps, which reduces their spare parts inventory.

City of Vancouver WA: The City of Vancouver upgraded the Andresen Pump Station in 2009 by replacing the existing pumps with Flygt N-Pumps. The existing pumps experienced significant ragging and clogging, which lowered the energy efficiency of the pumps and required frequent maintenance. The City received an energy grant to help pay for the pump upgrade as it was anticipated that they would experience a reduction in energy consumption. Clark Public Utilities conducted electrical surveys of the pump station before and after the conversion, and found that the energy savings were 12% for one of the time periods tested. Additional testing revealed even greater savings.

Clean Water Services, Hillsboro OR: Clean Water Services (CWS) approved two separate sole source justifications for project specific applications. For the Aloha Pump Station, the existing pumps were being replaced due to ragging issues, and a detailed review of pump manufacturers determined that the Flygt N-Pump was the best option for that project. Several other benefits were noted including lower pump speed, improved motor insulation, flow matching, proximity and responsiveness of the local service facility, and staff familiarization with the product. For the Lower Tualatin Pump Station, CWS stated that the Flygt pumps were the only option available that met the space constraints for the project and its electrical connection allowed the bulky pump cable to be disconnected from the pump during maintenance. They also noted that the design of the mating flange (the joint between the pump and the discharge piping) was superior to the design provided by other manufacturers and would provide a leak free seal.

Pump Features and Benefits

The Flygt N-Pump has several features and benefits not available from other pumps.

- | **Impeller Design:** The N-impeller is designed to be self-cleaning, preventing the buildup of rags, wipes and other stringy materials. Although other manufacturers claim to have “non- clog” impellers, historical evidence indicates that most of these pumps ultimately have ragging problems that require frequent maintenance.
- | **Energy Savings:** Because the N-impeller does not experience ragging, it operates more efficiently, which can result in an electrical savings of 25% or more compared to similar service pumps.
- | **Reduced Long Term Wear:** When pumps experience ragging, it restricts flow, eventually causing uneven wearing and an imbalance on the impeller. This imbalance can cause premature seal and bearing failure of the pump.
- | **Motor Insulation:** The submersible motor has Class H insulation across the entire line of N- Pumps which improves the service life of the motor compared to other motor insulation classes.



June 9, 2022

CITY OF NEWPORT
169 SE COASTAL HWY
NEWPORT OR 97366

Quote # 2022-POR-0232
Project Name: Newport, City of
Job Name: Influent 3231

Xylem Water Solutions USA, Inc.
Flygt Products

9625 SW Tualatin Sherwood Road
Tualatin, Oregon 97062
Tel (503) 240-1980
Fax (503) 240-3445

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

3231.745

Qty	Description	Unit Price
1	MONITOR,PUMP MAS800 CU	\$ 2,180.87
1	MONITOR,PUMP MAS800 BU	\$ 2,549.88
1	PANEL,OPERATOR 412 10"	\$ 1,946.16
1	Flygt NT 3231, 63-480, 410 mm Intended for dry vertical installation, T-stand and inlet elbow included Hard iron impeller and insert ring Drive Unit: 746 4 pole, 250 hp, 460 V, IE3 motor Approval: FM Ex Cooling jacket with closed loop cooling system Large connection housing Insulated support bearing Cables 100' 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	\$ 122,728.00

Total Price \$ 129,404.91

Freight Charge \$ 6,773.30

Total Price \$ 136,178.21

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.

Terms of payment: 100% N30 after invoice date.

Validity: This Quote is valid for ninety (90) days.

Terms of Delivery: PP/Add Order Position

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

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

Sincerely,

Dave Olson
Sales Representative
Phone: 503-290-2175
Cell: 503-789-7330
david.olson2@xylem.com
Fax: 503-240-3445



C u s t o m e r A c c e p t a n c e

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 #: 2022-POR-0232
Customer Name: CITY OF NEWPORT
Job Name: Influent 3231
Total Amount: \$ 129,404.91
(excluding freight)

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



There are other less tangible benefits associated with Flygt N-pumps:

- | **Pumps with the N-impeller have been available since 1998, with more than 70,000 N-pumps installed in the United States. This significant installation base demonstrates that the N- impeller technology has a proven track record for reliability and performance.**
- | **Xylem (the parent company of Flygt), has a regional office located in Portland. Based on the feedback from several wastewater utilities in the region, this local branch provides excellent service, which is advantageous in providing replacement parts and local repair in an expeditious manner.**
- | **Flygt provides a 12 month guarantee for non-clog performance from the start of operation.**

In Summary

The standardization of raw sewage pumps to Flygt pumps with N impellers ensures we are installing high quality reliable pumps. There are significant costs associated with repair, de-ragging and compliance issues. The purchase of these pumps mitigates some of these costs.

-Andrew Grant