



August 11, 2015

TO: JD Kehrman, City Manager

From: Eric McPeak, Local Manager (Alliance Water Resources)

RE: **CITY CAPITAL PURCHASE**

**WASTEWATER TREATMENT PLANT**

**WWTP Influent Pump**

This pump is one of four pumps located at the Influent pump station at the wastewater treatment plant. This 35 horse power Flygt pump has been in service since 1996. The pump has failed mechanically and needs to be replaced. This was planned to be replaced in the 2016 capital budget. Since the pump is a part of a duplex station we need to replace the pump with the same brand to match the control system and duplex station design. JCI Industries is the dealer for Flygt pumps in our area and is the sole source provider of this equipment.

Quotation as follows:

JCI Industries	\$29,860
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At this time, AWR is requesting approval to purchase the Flygt pump from JCI Industries. This item was included in the Capital Outlay for budget year 2016. This expenditure will be paid for with City funds from budget line item 500-5-4425-234.

If you have any questions, please contact me.

A handwritten signature in black ink, appearing to read "Eric McPeak".

Eric McPeak

Cc: Gary Johnson, file



JCI Industries, Inc.  
1161 SE Hamblen Rd.  
Lee's Summit, MO 64081  
Tel: 816-525-3320  
[www.jciind.com](http://www.jciind.com)

Friday, August 07, 2015

Nevada Sewage Treatment Plant  
110 South Ash Street  
Nevada, MO 64772

Phone: 417-448-2761  
Fax: 417-667-5872

**Attention: Mark Mendenhall**

Subject: Flygt 3202 Pump to Replace 3201

Quotation #: 0586881043AVL  
Please refer to this number when ordering

Mark Mendenhall:

We are pleased to respond to your request for quotation with the following items. Please reference our quotation number on all related correspondence.

Attached is our proposal for a Flygt NP3202 submersible pump to replace your existing 3201 unit. This will be the same as the unit you purchased in 2012, with the only difference being that the new unit will include a Hard Iron impeller, which is now standard.

Shipment is 9 Weeks After Receipt of Order + Transit.

Best regards,

*Andrew Voth*

Andrew Voth  
Applications Engineer  
JCI Industries, Inc.

*Mark Swendrowski*

Mark Swendrowski  
Sales Engineer  
JCI Industries, Inc.  
816-803-9607



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Quote #: 0586881043AVL

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Item	Description	Qty	Unit Price	Subtotal
1.00	<b>Flygt Submersible Pumps</b> p/n: 3202.095-0014 Flygt NP3202 MT 8" Discharge FM Rated Explosion Proof 50' Cable 642 High Chrome Impeller 35 HP, 460 V, 3 Phase, 60 Hz	1	\$29,260.00	\$29,260.00
*Quoted to replace 3201.091-6076 w/ 636 Impeller				
2.00	<b>Freight Estimate</b>	1	\$600.00	\$600.00

Terms & Conditions	
<b>Lead Time</b> 9 Weeks After Receiving Order	<b>Payment Terms</b> Net 30
<b>Shipping Method</b> Best Way	<b>Shipping Terms</b> Prepaid and Added to Invoice
<b>F.O.B.</b> Warehouse	This Quotation is valid for 30 days.



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#### STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
  2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
  3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
  4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
  5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
  6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
  7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
  8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
  9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
  10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
  11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
  12. **Credit Approval:** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.