



Date: January 24, 2024

To: Rod Philo
Environmental Superintendent
Arkansas City, KS

JCI is pleased to provide the following proposal to upgrade your Country Club lift station:

- JCI will remove existing pumps, control panel, guide rail system, discharge elbows and level controls
- we will install two new Flygt NP3085-4hp submersible pumps with new guide rails, brackets, discharge elbows and transducer level control system with back up floats
- we will install a new duplex control pane, NEMA 3R steel enclosure with NEMA starters and contacts for installation of your alarm system. Installation of alarm system not included unless it can simply be removed from existing panel and plugged into new panel.
- remove 4 valves from valve vault
- install 2 new plug valves and two wafer check valves. This includes any modifications to existing piping to make new valves fit.
- JCI will pig off influent flow to wet well.
- City will be required to provide vac truck and operator to vac and clean out wet well on the first morning of this project. By the end of the first day all in well work will be completed so the pipe pigs can be removed and the well can be used for retention. The city will need to vac out well and manhole if needed to prevent back ups. Pumps should be functional by the end of day two at which point the vac truck will no longer be needed.

Price- \$74,430.00

Let me know if you have any questions.

- *estimated lead time 10-12 weeks
- *sales tax included if applicable
- *installation included except where noted
- *start up and training included
- *freight included



Please let us know if you have questions.

Sincerely,

Doug Allen

Doug Allen
Account Manager

Cell 316-213-2954



STANDARD TERMS OF SALE (EQUIPMENT AND SERVICES)

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment (collectively the "Equipment") and related or other services (collectively the "Services") referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be (the "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. Orders for Equipment or Services will not be binding on Seller until accepted in writing by Seller. An acknowledgment in oral or written form or similar communication issued by Seller pursuant to Buyer's purchase order constitutes an expression of acceptance of such purchase order, but such expression of acceptance is expressly conditioned upon Buyer's assent to these terms, which assent will be deemed to have been given by Buyer receiving the Equipment and any Services provided by Seller.

2. **Payment.** Buyer shall pay Seller the full purchase price for the Equipment and Services as set forth in Seller's Documentation in U.S. Dollars. Unless Seller's Documentation provides otherwise, freight charges, storage charges, insurance premiums and/or other costs and all taxes, duties or other governmental charges relating to the Equipment and Services, as applicable, shall be paid by Buyer. If Seller pays or is required to pay any such charges, Buyer shall immediately reimburse Seller. Unless otherwise provided in Seller's Documentation, all payments are due within 30 days after receipt of invoice from Seller. Seller reserves the right to charge to Buyer the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and for all of Seller's reasonable costs (including attorneys' fees, court costs and expenses) of collecting amounts due but unpaid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. All orders are subject to credit approval.

3. **Security Interest.** To secure Buyer's obligations to pay for the Equipment, Services and all other amounts due or to become due under the Agreement (as defined below), Buyer hereby grants Seller a security interest in the Equipment; all parts, accessories, attachments, replacements and additions related to the Equipment; and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under the Agreement or commits any other default under the Agreement, all amounts owed under the Agreement will become immediately due and payable and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Agreement, the Uniform Commercial Code or any other applicable law. Buyer hereby authorizes Seller to file such financing statements relating to the security interest granted herein as Seller deems appropriate.

4. **Delivery/Inspection.** Delivery of the Equipment and Services shall be in material compliance with the schedule in Seller's Documentation and is contingent upon Seller's prompt receipt of all necessary information and assistance from Buyer. Any delivery dates on Seller's Documentation are estimates only and not a guarantee of delivery on or before such dates. Time is not of the essence with respect to delivery dates. Seller is not responsible for delays in shipment or installation. Seller does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery, regardless of the cause. Unless Seller's Documentation provides otherwise, delivery terms for Equipment are F.O.B. Seller's facility. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for all freight costs and securing insurance against risk of loss or damage for the Equipment. Buyer shall notify Seller within 48 hours of delivery of any damage to the Equipment or of any other complaint whatsoever Buyer may have concerning delivery. Buyer shall also note any damage to the Equipment on delivery tickets and shipping receipts at the time of delivery. The failure of Buyer to make such timely complaints and notes shall be deemed an acceptance of the Equipment and a waiver of any claims concerning delivery.

5. **Ownership of Materials.** All devices, designs (including drawings, plans, prototypes and specifications), estimates, prices, notes, electronic data and other documents or information developed, prepared or disclosed by Seller or at the direction of Seller (collectively the "Seller Materials"), and all related copyrights or other intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such Seller Materials solely for Buyer's use of the Equipment or receipt of the Services. Buyer shall not disclose any such Seller Materials to third parties without Seller's prior written consent and shall not use the Seller Materials for any purpose other than as specifically permitted in the Agreement. Seller may photograph and or record video in areas where the Services are being performed and may use same for advertising/promotional purposes.

6. **Changes.** If there is a material change in the scope, duration, requirements, assumptions or dependencies described in the Seller's Documentation related to the Services, the parties shall negotiate an appropriate change order or addendum to address the details of the change and any resulting price, schedule or other contractual modifications which shall be memorialized in a mutually executed change order or addendum. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Seller shall not implement any changes in the scope of Services unless Buyer and Seller agree in writing.

7. **Limited Warranty.**

a. Subject to the limitations contained in this Section and Section 10 below, during the Equipment Warranty Period (as defined below) 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 ("Buyer Specified Equipment") or is not manufactured by Seller (the "Non-Manufactured Equipment"), and the Buyer Specified Equipment and Non-Manufactured Equipment are sold to Buyer on an "as is" basis. Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller with respect to the Non-Manufactured Equipment and Seller shall have no other liability to Buyer under warranty, tort or any other legal theory with respect to the Non-Manufactured Equipment. If Buyer gives Seller prompt written notice of a breach of this warranty within 12 months from delivery of the Equipment (the "Equipment 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. Equipment repaired and parts replaced by Seller during the Equipment Warranty Period shall be in warranty for the remainder of the original Equipment Warranty Period or ninety (90) days after repair or replacement, whichever is longer.

b. Subject to the limitations contained in this Section and Section 10 below, during the Services Warranty Period (as defined below) Seller warrants to Buyer that the Services shall materially conform to the description in Seller's Documentation. If Buyer gives Seller prompt written notice of a breach of this warranty within 90 days of Seller's completion of the provided Services at issue (the "Service Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, correct or re-perform any errors found by Seller in the provision of the Services 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 correction or re-performance made by Seller. Services corrected or re-performed during the

Service Warranty Period shall be in warranty for ninety (90) days from the date of correction.

c. Seller's warranty obligations are conditioned on Buyer (a) operating and maintaining the Equipment in accordance with Seller's instructions or any other owner's or operator's manual delivered to Buyer in connection with the delivery of the Equipment, (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). Seller's warranty does not cover repairs necessitated by ordinary wear and tear resulting from operation of the Equipment. Seller shall have no liability for breach of warranty if

(a) Buyer operates the Equipment after the alleged breach of warranty occurs or (b) any person other than Seller performs any repairs on the Equipment. If the Equipment must be returned to Seller's shop for repairs, Buyer shall pay any costs to ship all or any part of the Equipment to or from Seller's shop, as well as any costs of removal or reinstallation. To the extent that Seller has relied upon any specifications, information, representations regarding operating conditions or other data or information supplied by Buyer, or on Buyer's behalf, to Seller in the selection or design of the Equipment and/or provision of the Services and the preparation of the Seller's Documentation, and in the event that actual operating other conditions differ from those represented by Buyer or its agent and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES, ARE SUBJECT TO THE LIMITATIONS IN SECTION 10 BELOW, AND ALL WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES IN THIS SECTION 7 ARE DISCLAIMED BY SELLER. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive warranty provided in this Section 7 shall not be deemed to have failed its essential purpose so long as Seller is willing and able to carry out the terms of this exclusive warranty.

8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach, delays in performance or for non-performance (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, delays in transportation, failure of normal sources of supply, labor trouble, labor disputes, labor unrest, unavailability of materials or components, unavoidable casualties, explosion, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, acts of government or any other cause beyond such party's reasonable control. In the event of such delay, the time of Seller's performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

9. Cancellation. Buyer may cancel or suspend its order for any or all of the Equipment or any related Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's Documentation (if applicable). If Buyer cancels or suspends its order for any reason other than Seller's material breach of the Agreement, 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. If the Equipment is unique or specially manufactured, and as a result thereof, will have no or significantly diminished resale value if not purchased by Buyer, then Seller may seek specific performance of the Agreement or maintain an action for the difference in the full value of the Equipment and the diminished resale value, if any.

10. LIMITATION OF REMEDY AND LIABILITY. THE REMEDIES OF BUYER EXPRESSLY SET FORTH IN THESE TERMS ARE EXCLUSIVE AND NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR USE, AND SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY



OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, PROVISION OR USE OF THE EQUIPMENT OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC EQUIPMENT OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Retained Equipment. In the event that Buyer sends any equipment to JCI to request a quote and the quote is not accepted in writing by Buyer, then Buyer shall make arrangements to pick up their equipment as soon as possible. If any equipment is left on Supplier's premises for more than 6 months such equipment shall automatically become the property of Supplier, and Supplier shall have the right to do anything it decides with respect to such equipment, including, but not limited to, sell such equipment, repair and sell such equipment, scrap the equipment or retain the equipment.

12. 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 Seller's Documentation, 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, cancelled or waived except by a written document signed by Seller and Buyer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. 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 or any of Buyer's rights or obligations hereunder (including transfers by operation of law such as a change in control of the ownership of Buyer or a merger) without Seller's prior written consent.

Any assignment in violation of this Agreement shall be void and of no effect. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Any cause of action or other resolution of any dispute hereunder shall be subject to the exclusive jurisdiction of any state or federal court located in Jackson County, Missouri. If Seller prevails in any action against Buyer to enforce the terms of the Agreement, Buyer will reimburse Seller for all of Seller's reasonable attorneys' fees and other costs and expenses incurred in connection with such action. The remedies expressly provided for in these conditions shall be in addition to any other remedies that Seller may have under the Uniform Commercial Code or other applicable law. These terms are for the exclusive benefit of Seller and Buyer. These terms are not intended for the benefit of any other person and no other person shall have any rights hereunder.