



STAFF REPORT

DATE: March 9, 2022
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director and City Engineer
RE: Rock Road Lift Station Pump with Chopper Ring

Proposal Focus:

To replace one of the existing “non-clog” pumps with a new pump unit with chopper ring.

Our Mission

- **Cultivate attractive growth and safe living** – We have a clean city, people are proud of our community.

Our Values

- **Small Town Pride, regardless of size** – Regardless of how big we get, keep that hometown feeling and attitude.

Current Situation:

The City has begun converting at least one pump in each lift station to a new Flygt pump with chopper ring. Thus far, we have installed a Flygt pump with chopper ring in the 53rd Street lift station, and it has drastically decreased the number of clogs and outages that we were experiencing at the start of the pandemic.

Staff would now like to replace one of the existing “non-clog” pumps at the Rock Road lift station with a new Flygt pump with chopper ring as the Rock Road lift station is right behind the 53rd Street lift station with blockages generally associated with non-flushable wipes. The current pump will be removed, refurbished as needed and kept as a spare.

Goals:

- To operate the public works department in a manner in which we utilize our resources to the best of our ability to maximize useful life and cost effectiveness of resources.

Discussion:

Staff reached out to JCI who supplied us with the pump currently in use on 53rd Street for a quote on a new pump for Rock Road. Their price is \$37,501.00, including freight and has an approximate 16 week lead time.

Financials:

The funding for the new pump will come out of the sanitary sewer CIP.

Recommendation:

Staff recommend the purchase of the Flygt NP3171-433 – 34 hp pump from JCI for \$37,501.00.



JCI Industries, Inc.
1335 S. Young
Wichita, KS 67209
Tel: 316-942-6200

www.jciind.com

Wednesday, March 9, 2022

Bel Aire KS, City of
7651 E. Central Park Avenue
Bel Aire, KS 67226

Phone: 316-744-2451
Fax: 316-744-3739

Attention: Tim Aelmore

Subject: Flygt N3171 Non-Clog Chopper Pump

Quotation #: 0794770005DDW
Please refer to this number when ordering

Tim Aelmore:

It is my pleasure to submit this Price Quote to you. Please do not hesitate to call me at 316-942-6200 if you have any questions about any of the items on this quote.

Best regards,

Derek Boyer

Derek Boyer
Operations Manager
JCI Industries, Inc.
620+408-9500

Doug Allen

Doug Allen
Sales Engineer
JCI Industries, Inc.
316-213-2954



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Quote #: 0794770005DDW

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt NP3171-433 Non-clog Chopper Pump Includes: Qty. 1- Flygt NP3171-433, 34hp submersible pump with hard iron impeller with flange drilled to accept Flowserve rail adapter which will be removed from your existing pump Qty. 1- minicas and socket for over temp and seal failure protection All labor and materials needed to remove existing pump, remove rail adapter and install on Flygt pump, install minicas and socket in control panel, install Flygt pump in wet well, wire to control panel and start up.	1	\$37,501.00	\$37,501.00

Subtotal	\$37,501.00
Total	\$37,501.00

Terms & Conditions	
Lead Time 16 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



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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. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% 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. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
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.
13. Back Charges. 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.