

1 CONTRACT

2 FOR

3 EQUIPMENT PURCHASE

4 (New Flowserve Pump and Installation)

5 This Contract is entered into this 17th day of June, 2025, by and between the City of Bel
6 Aire, Kansas, a municipal corporation, (hereinafter called "City") and JCI Industries, Inc., a
7 domestic for-profit corporation, whose principal office is at 1335 South Young, Wichita, Kansas,
8 67209, Telephone Number (316) 942-6200, (hereinafter called "Contractor").

9 WHEREAS, the 53rd Street lift station has two pumps that control sewer flow to the
10 Chisholm Creek Utility Authority (CCUA) sewer plant. The Flowserve Pump is original to the lift
11 station, has been repaired multiple times over the course of its lifetime, and has failed; and

12 WHEREAS, the 53rd Street lift station has only one working pump at this time and
13 Contractor has the shortest lead time; and

14 WHEREAS, Contractor has submitted a quote beneficial to City and is ready, willing, and
15 able to provide the commodities and/or services required by City.

16 NOW, THEREFORE, the parties hereto agree as follows:

- 17 1. Scope of Services. Contractor shall install a new Flygt NP3171-433/Non-Clog/34hp
18 submersible/chopper pump and complete all field service necessary for the installation. All
19 equipment shall be delivered at the Contractor's expense to the requested City job site
20 within 6-12 weeks from the time of ordering. Any extension of the delivery date is within
21 the City's sole discretion. Failure of the Contractor to timely deliver the equipment shall
22 allow City to cancel the contract without payment or penalty.

23 The parties agree that the additional information in Exhibit A (JCI quote dated 05/30/25, 2
24 pages) is incorporated herein. The parties further agree that all provisions of Exhibits B
25 and C (6 pages) are effective between them and govern this Contract.

- 26 2. Compensation. City agrees to pay Contractor \$52,309.00 for a new Flygt NP3171-
27 433/Non-Clog/34hp submersible/chopper pump and all field service necessary for the
28 installation. The Contract price is approved by the Governing Body on June 17, 2025.

- 29
30 3. Incorporation of Documents. Exhibit B (Bel Aire's Mandatory Terms and Conditions
31 Attachment) and Exhibit C (Bel Aire's Mandatory Independent Contractor Addendum) are
32 attached hereto and are incorporated into this Contract as essential terms.

- 33
34 4. Entire Agreement. This Contract and the documents incorporated herein contain all the
35 terms and conditions agreed upon by both parties. No other understandings, oral or

otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 17th day of June, 2025.

APPROVED by the Mayor on the _____ day of June, 2025.

CITY OF BELAIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

SIGNED by the Contractor on the _____ day of June, 2025.

JCI INDUSTRIES, INC.

(Authorized Signature: Name, Title)
Jason Schmutz, Sales Engineer

(Exhibits A, B, and C are attached.)

EXHIBIT A



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

www.jciind.com

Friday, May 30, 2025

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

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

Attention: Marty McGee

Subject: Flowserve 6MSX13AW Budgetary Repair / Flygt Conversion Quote

Quotation #: SEQT-173752TM
Please refer to this number when ordering

Marty McGee:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Tanner McCleave

Tanner McCleave

JCI Industries, Inc.

Jason Schmutz

Jason Schmutz

Sales Engineer
JCI Industries, Inc.
620-518-3145

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An **ITC** INDUSTRIAL TECHNOLOGIES Company

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

www.jciind.com

Friday, May 30, 2025

Quote #: SEQT-173752TM

Item	Description	Qty	Unit Price	Subtotal
1.00	Flowserve 6MSX13AW Pump Repair Budgetary Repair Quote for Flowserve 6MSX13AW Pump.	1	\$87,515.00	\$87,515.00
Lead time for repair: 12-16 Weeks ARO				
2.00	Flygt 3171 Non-Clog / Chopper Pump Qty. 1- Flygt NP3171-433, 34hp submersible pump with hard iron impeller with flange drilled to accept existing Flowserve rail adapter. Qty. 1- Minicas and socket for over temp and seal failure protection.	1	\$49,809.00	\$49,809.00
Lead time for new pump: 6-8 weeks ARO				
3.00	Field Service for Installation of New Flygt Pump Work Scope: - 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 pump	1	\$2,500.00	\$2,500.00

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141 **EXHIBIT B**

142
143 **CITY OF BEL AIRE, KANSAS**
144 **MANDATORY TERMS AND CONDITIONS**
145

146 The attached Purchase Order/Quotation, along with these Terms and Conditions shall together
147 serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the
148 Contractor named on the Purchase Order/Quotation.
149

- 150 1. The delivery of equipment, material, supplies and/or services listed on the Purchase
151 Order/Quotation shall be FOB the City's project site or other location affirmed in writing
152 by an authorized City official.
153
- 154 2. After the items listed on the Purchase Order/Quotation have been delivered and accepted
155 as conforming goods or services by an authorized City official, the City will approve
156 payment to the Contractor of the amount due made according to the City's standard
157 accounting practices.
158
- 159 3. No additional terms or conditions, other than those stated herein, and no agreement or
160 understanding in any way modifying the terms and conditions herein stated, shall be
161 binding upon the City unless in writing and signed by the City Attorney. In case of conflict
162 among terms with this Contract, those stated in this Exhibit A shall control.
163
- 164 4. The goods, equipment and services specified in this Contract are for the City's exclusive
165 use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall
166 not be imposed, and Contractor will refund the same if included in the price paid. The
167 City's exemption certificate will be furnished where required or upon request.
168
- 169 5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless
170 otherwise specified. No freight or express charges will be allowed on the invoice unless
171 previously agreed upon and provided for on the original purchase order and separately
172 approved by an authorized City official.
173
- 174 6. This order must not be filled at a higher price than quoted without specific authorization
175 granted by the City's Governing Body.
176
- 177 7. When the items shown on this order have been delivered, the Contractor is to mail an
178 invoice for the same to the department address shown on these contract documents, with a
179 copy separately to the City Treasurer. Partial payments will be made only when agreed
180 upon prior to issuance of the Purchase Order/Quotation and approved by the City's
181 Governing Body.
182
- 183 8. The City and Contractor agree that this Contract shall be interpreted under the laws of the
184 State of Kansas without regard to its choice of law provisions, and that venue of any dispute
185 requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County,
186 Kansas.

- 187
- 188 9. No party shall be required to submit any dispute to arbitration, but a good faith mediation
- 189 attempt shall be a condition precedent to litigation as a resolution process. The parties
- 190 waive trial by jury.
- 191
- 192 10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may
- 193 be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
- 194
- 195 11. The City shall not be required to purchase insurance against any liability loss or damage to
- 196 which this Contract relates. The Contractor shall bear the risk of loss to any person or
- 197 property over which it has authority or control, however exercised.
- 198
- 199 12. This Contract shall be interpreted and implemented so that the City remains in compliance
- 200 with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and
- 201 all other laws of the State of Kansas. The City retains the right to unilaterally modify or
- 202 terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may
- 203 be deemed to violate the terms of such laws.
- 204
- 205 13. The obligation to supply goods or services under this Contract is personal to this
- 206 Contractor, and cannot be assigned, subcontracted or transferred to another without the
- 207 written consent of the City.
- 208
- 209 14. This Contract is intended solely for the benefit of the City and the Contractor. The parties
- 210 do not intend that it benefit, either directly or indirectly, any third party. No third party
- 211 may sue for damages based on the terms or performance of this Contract.
- 212
- 213 15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or
- 214 consents to the appointment of a receiver, trustee or liquidator of itself or any of its property,
- 215 (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt,
- 216 (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt
- 217 or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer
- 218 seeking reorganization or an arrangement with creditors, or taking advantage of any
- 219 bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law
- 220 or statute or admits the material allegation of a petition filed against it in any legal
- 221 proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing
- 222 any of the above actions.
- 223
- 224 16. Goods or equipment delivered and/or services rendered hereunder must be made according
- 225 to the terms of this Contract both as to time and quantities, with City reserving the right to
- 226 cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to
- 227 the times specified. If no schedule for delivery appears otherwise in the Contract, delivery
- 228 shall be completed in a reasonable time, judged by the continuing utility to and viability of
- 229 the City's related project or service.
- 230
- 231 17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods
- 232 or equipment delivered and/or services rendered hereunder must be of the best quality. If

Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human

Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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325 **EXHIBIT C**

326
327 **CITY OF BEL AIRE, KANSAS**
328 **MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**
329

- 330 1. The parties agree Contractor shall satisfy all tax and other governmentally imposed
331 responsibilities including, but not limited to payment of state, federal, and social security taxes;
332 unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or
333 local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City
334 for its failure to comply with Contractor's responsibilities under this paragraph.
335
- 336 2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits
337 from City, including but not limited to: (a) unemployment insurance benefits; (b) workers'
338 compensation coverage; or (c) health insurance coverage. Contractor may only receive such
339 coverages if provided by Contractor or an entity other than City. Subject to the foregoing,
340 Contractor hereby waives and discharges any claim, demand, or action against City's workers'
341 compensation insurance and/or health insurance and further agrees to indemnify City for any
342 such claims related to Contractor's operations or the performance of services by Contractor
343 hereunder.
344
- 345 3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work
346 exclusively for City; (b) establish means or methods of work for Contractor, except that City
347 may provide plans and specifications regarding the work but will not oversee the actual work.
348 City may establish performance standards for the contracted outcomes. (c) pay to Contractor a
349 salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide
350 training for Contractor on performance of the services to be done; City may provide
351 informational briefing on known conditions. (e) provide tools or benefits to Contractor
352 (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's
353 performance; and (g) pay Contractor personally; instead, City will make all checks payable to
354 the trade or business name under which Contractor does business.
355
- 356 4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever,
357 or to incur debts or liabilities in the name of or on behalf of City.
358
- 359 5. Unless given express written consent by City, Contractor agrees not to bring any other party
360 (including but not limited to employees, agents, subcontractors, sub-subcontractors, and
361 vendors) onto the project site.
362
- 363 6. If Contractor is given written permission to have other parties on the site, and Contractor
364 engages any other party which may be deemed to be an employee of Contractor, Contractor
365 will be required to provide the appropriate workers' compensation insurance coverage as
366 required by this Agreement.
367
- 368 7. Contractor has and hereby retains control of and supervision over the performance of
369 Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties
370 employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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