

City of Bel Aire, Kansas

## STAFF REPORT

DATE: 06/17/2025

TO: City Council

FROM: Marty McGee

RE: 53<sup>rd</sup> Street lift station pump repair



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**BACKGROUND:** The 53<sup>rd</sup> Street lift station has two pumps that control sewer flow to the CCUA sewer plant. The Flowserve pump is original to the lift station; the other pump is a Flygt chopper pump that was purchased in 2022. The Flowserve pump (Original Equipment) has failed, we have repaired this pump multiple times over the course of its lifetime.

**DISCUSSION:** We have received bids for both the repair and replacement of the failed Flowserve pump. The repair cost is considerably higher than the cost to replace the pump with a new Flygt grinder pump, which will match the current Flygt grinder pump being used by the City in our lift stations. JCI is the proprietor for Flygt pumps and has been our only provider in the past years. In an effort to obtain another provider of sewer pumps, we have contacted FTC Equipment. FTC supplies a different brand of pumps, these pumps are equal in performance and quality to Flygt pumps with a similar warranty.

Pump Options	Bid amount	Lead Times
Current Flowserve pump repair/rebuild	\$87,515.00	12-16 Weeks
JCI-Flygt Pump (New)	\$52,309.00 (Installation included)	6-12 Weeks
FTC Equipment- Sulzer Pump	\$40,300.00 (Installation included)	12- 14 Weeks

### Field Service for Installation of New Flygt Pump

Work Scope:

- Remove Rail Adapter and install on Flygt Pump
  - Install Manicas and socket in control panel
  - Install Flygt Pump in wet well
  - Wire to control panel and start up pump
- \$2,500.00

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**FINANCIAL CONSIDERATIONS:** Funding for this project will be taken from the lift station operations line item of the Sewer Utility funds.

**POLICY DECISION:** Staff is adhering to City policy; JCI is our Flygt pump representative.

**RECOMENDATION:** Staff recommends the City Council accept the proposal from JCI to replace the existing Flowserve pump with a new Flygt grinder pump in the amount of \$52,309. This recommendation is in consideration of the shorter lead times as the 53<sup>rd</sup> St station currently is down to one pump, maintaining pump uniformity allows for easier replacement of parts and JCI proximity to the City allows for quicker response time should the pumps need maintenance. Taking these considerations into account makes the difference in cost negligible.



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

[www.jciind.com](http://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



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

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Friday, May 30, 2025

Quote #: SEQT-173752TM

Item	Description	Qty	Unit Price	Subtotal
1.00	<b>Flowserve 6MSX13AW Pump Repair</b> Budgetary Repair Quote for Flowserve 6MSX13AW Pump.  Lead time for repair: 12-16 Weeks ARO	1	\$87,515.00	\$87,515.00
2.00	<b>Flygt 3171 Non-Clog / Chopper Pump</b> 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.  Lead time for new pump: 6-8 weeks ARO	1	\$49,809.00	\$49,809.00
3.00	<b>Field Service for Installation of New Flygt Pump</b> 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

#### Terms & Conditions

<b>Lead Time</b> See Above	<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	Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of acknowledgement. We appreciate your understanding in this dynamic environment.

## OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the

sale, purchase, delivery, performance, storage, processing, use or consumption of Goods or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the

services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

**SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

**6. LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

**BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

**7. INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, -and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

**8. PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

**9. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required

for the design and/or manufacture of Goods or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not

be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order

placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. **COMPLIANCE WITH LAW:** Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.

# FTC Equipment, LLC

5238 Winner Road  
Kansas City, MO 64127

Phone: 816-833-7200  
Fax: 816-833-1074

# Quote

Date	Estimate #
6/5/2025	15697

Name/Address
City of Bel Aire 7651 E. Central Park Bel Aire, KS 67226

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

Terms	Rep	FOB	W/O Number
Net 30	DKA	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility:		
			Location:		
			Quote Flowserve 6MSX13AW Replacement		
1	EA	Package	XFP 155J Pump Package	39,300.00	39,300.00
1	EA	AXF3AT3331H1117	Sulzer Model XFP 155J-CB2.365 PE350/6 Submersible Pump with Premium Efficient Motor, 460V, 3PH, 47HP, 50' Cable (Wet Pit)	0.00	0.00
1	EA	16907006	CA462 110-230V-AC Seal Leak/Overtemp relay, din rail mounted, includes built in MiniCAS converter	0.00	0.00
1	EA	Labor Package	Installation Package	0.00	0.00
			Lead Time: 12-14 Weeks		
			Note: Freight is not included and will be billed on the invoice. Charged freight will not exceed \$1,000.00.		
We appreciate the opportunity to be of service to you!				<b>Subtotal</b>	\$39,300.00
TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.				<b>Sales Tax (7.5%)</b>	\$0.00
				<b>TOTAL</b>	\$39,300.00

## Limited Product Warranty

Standard | 5 Year Pro-Rated

**XFP, AFP, VUP, VUPX, AFL, AFLX \***

Sulzer Pumps Solutions Inc. ("Manufacturer") warrants the above referenced Sulzer brand equipment ("Products"):

- i) will be of the kind and quality as described in the contract, and
- ii) will be free of material defects in workmanship and material, and
- iii) will, to the extent required for its functioning, be free from defects in design. However, Manufacturer shall not be held responsible for (i) selection or choice of products for a general or specific use, including quantities or sizing of products; or (ii) the design of the Products (including the selection of the materials) if the design and/or the selection of the materials was not chosen or provided by Manufacturer.

The warranty shall begin upon the delivery of the Products and expire on the earliest of the below dates ("Warranty Period"):

- i) sixty (60) months from date of installation of the Products; or
- ii) sixty-six (66) months from the date the Manufacturer made the relevant Products available for delivery.

This warranty is contingent upon start-up of the Products on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative, as well as any other documentation required by Manufacturer to support the claim. Sulzer will cover the cost of all parts and labor required to replace or repair any warrantable Product(s) or part(s) thereof as set forth in the table below. The purchaser or end user is required to pay the applicable percentage of the most recent list price (list price minus the amount covered by Manufacturer in the table below) of all parts and labor required to replace or repair any warrantable Product(s) or part(s).

Warranty Coverage

Months	0 - 36	37 - 48	49 - 60
Percentage of Product(s) and Part(s) Covered by Manufacturer	100% Parts / 100% Labor	75% Parts / 75% Labor	50% Parts / 50% Labor

In the event that Manufacturer undertakes any repair or replacement of any Products or parts thereof in accordance with its obligations under this warranty, such repaired or replaced part shall be warranted in accordance with this warranty for a period of ninety (90) days from the date of completion thereof or until the end of the Warranty Period, whichever expires later. Such extended Warranty Period shall under no circumstances exceed a period of ninety (90) days after the end of the original Warranty Period.

If during the Warranty Period, any Products or parts thereof fail to meet the requirements set out in this warranty, the purchaser or end user shall immediately provide written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify, or replace the affected product(s) or part(s) thereof at Manufacturer's sole option. Manufacturer shall be liable for Manufacturer's own costs incurred as a result of such action only. In no event shall Manufacturer be responsible for the cost of providing access to the Products or parts thereof, or costs of disassembly, removal or reinstallation of any Products or parts thereof. Product(s) or part(s) thereof repaired or replaced under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered. Explosion-proof or other agency approved Products must be repaired at a Manufacturer's authorized service center in order to retain the agency's approval rating.

This warranty shall not apply and shall terminate immediately if the faults or defects referred to herein cannot be proved to be a result of Manufacturer's failure under this warranty. Such exclusions from warranty shall include, but not be limited to, any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) stored outside and/or in a non-climate controlled environment, installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; (vi) repaired or altered without Manufacturer's written consent; or (vii) operated outside of 50% to 130% of BEP flow, unless pre-authorized in writing by Manufacturer.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts, where applicable per the Products design, are defined as cutters, cutting plates, seals, bearings, impellers/propellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on the Products.

All protection features (including moisture sensors, bearing monitors, and thermal overloads) incorporated in the Products must be properly connected to Manufacturer supplied or approved monitoring device(s) for warranty coverage. This warranty is valid only if alarm monitoring components, cables, and/or control components/panels supplied or authorized by Manufacturer are used. If protection feature(s) is(are) not connected, for any reason, it must be approved, in writing, by the Manufacturer, to validate the warranty coverage.

Manufacturer shall not be liable for any special, indirect, consequential, incidental, or punitive damages, or profit loss of any kind. Unless authorized in writing by Manufacturer, Manufacturer shall not be responsible for damages for delay or expenses for rented (replacement) equipment, pump removal, installation, contractors, or repairs.

This warranty shall extend only to the initial end user.

**CORRECTION OF NONCONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED WITHIN THIS WARRANTY SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF MANUFACTURER TO PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND PARTS THEREOF, INCLUDING ANY SERVICES PERFORMED. MANUFACTURER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION IN RESPECT OF THE PRODUCTS AND PARTS THEREOF, INCLUDING ANY SERVICES PERFORMED OTHER THAN AS SPECIFIED IN THIS WARRANTY. ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUE, COMMON LAW, OR OTHERWISE, IN RELATION TO THE SUPPLY OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.**

\* This warranty is applicable to Products supplied by Sulzer Pumps Solutions Inc. or Sulzer Pumps (Canada) Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.