

Approve repair WWTF

**VILLAGE OF WATERLOO
RESOLUTION NO. 03-13-23-01**

WHEREAS, Mike Adair, Wastewater Operator, has approached the Board of Trustees with a need to perform repairs to oxidation ditch at the wastewater treatment facility (WWTF); and

WHEREAS, JCI LLC submitted a bid for these repairs with 2 options; and

WHEREAS, the Board of Trustees is in agreement with Mr. Adair that the WWTF is in need of such repairs.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:

THAT, the repairs to the WWTF at a cost of \$ 295,860.⁰⁰ by JCI LLC is hereby approved.

PASSED THIS 13 DAY OF March, 2023

ATTEST:

Melissa Smith
Melissa Smith
Village Clerk



Village of Waterloo

Travis Harlow
Travis Harlow
Chairperson



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Monday, January 23, 2023

People Service - Omaha
209 - 19th St Ste 555
Omaha, NE 68102

Phone: (402)344-4800
Fax: 402-334-4799

Attention: Matt Richman

Subject: Oxidation Ditch Rotors

Quotation #: SEQT-12835A_O
Please refer to this number when ordering

Matt Richman:

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.
Thank you for your Business.

Best regards,

Alex O'Brien

Alex O'Brien

JCI Industries, Inc.



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Quote #: SEQT-12835A_O

Item	Description	Qty	Unit Price	Subtotal
1.00	Oxidation Ditch Rotor - Removal & Install	1	\$295,860.00	\$295,860.00

Scope Of Proposal:

Removal of existing equipment
 Existing Baffles, immersion gauge, rotor covers, & effluent weir assembly to be re-use and are NOT included in proposal.
 New Motor, bearings, adjustable base, reducer, sheaves, belts, and guards to be installed
 (2) New OEM Rotor Aerators
 Piping, valves, fittings, and submersible pump NOT included.
 Install new rotors and drivers

JCI to provide techs for removal & install
 Crane & Operator
 Drawings & IOM manual provided by OEM

Additional Terms: 50% with purchase order balance upon ready to ship notice. The right is specifically reserved to make and invoice partial shipments.

Subtotal	\$295,860.00
Total	\$295,860.00

Terms & Conditions	
Lead Time 30 Weeks After Submittal Approval	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Shipping Included
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



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.