

PURCHASE ORDER
(non-construction)
FOR SPARE "ABS" WASTEWATER PUMPS

CITY OF PARKVILLE (PURCHASER)

Date: _____

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR _____

Phone: _____ Fax: _____

SHIP TO: _____ City of Parkville WWTF, 12303 NW FF Hwy, Parkville, MO 64152

INVOICE TO: _____ City of Parkville, 8880 Clark Ave, Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 7 pages including attachments. Purchaser agrees to pay the total sum of _____ Dollars (\$ _____) for such materials, subject to any additions or deductions agreed upon in writing.

Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity.

Purchaser will provide Vendor with a Tax Exemption Certificate upon request. Payment is to be made within 30 days after delivery of goods and receipt of invoice. This purchase order is only valid through _____.

ITEMS:

See Attachment "C" – Scope of Supply.

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

F.O.B. Parkville WWTF, freight pre-paid by Vendor.

Address for delivery:

Parkville WWTF
12303 NW FF Highway
Parkville, MO 64152

Pumps shall be delivered within 12 weeks following execution of Purchase Order by the City of Parkville.

NOTE: All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

Vendor

By: _____

By: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers:** Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties.** (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder.

5. **Time is of the Essence.** Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification:** Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes:** Purchaser reserves the right to order changes in writing in the goods required

hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes:** Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing:** If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination:** Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination, and for paying Vendor a re-stocking fee not to exceed fifteen percent (15%) of the purchase price for items not yet delivered, plus return shipping cost for items that have shipped. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment:** Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement**, must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancellation Endorsement must be furnished to Purchaser prior to delivery of goods.**

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

ATTACHMENT "C"

SCOPE OF SUPPLY:

Vendor shall furnish spare submersible wastewater pumping units as follows:

For the McAfee Lift Station: One unit equivalent to existing Model AFP1077 (300 mm) M430/4EX-4" (58 HP, 480/3/60). Model shall be: XFP105J-CB2 (300 mm) PE430/4EX-4" (58 HP, 460/3/60, with 49-foot long cables. According to City records, the serial numbers of existing units are: 690473 & 690474.

For the Pinecrest Lift Station: One unit equivalent to existing Model AFP1049 (.4) M75/4EX-4" (10 HP, 230/3/60). Model shall be: XFP100E-CB1 (.4 or .4a) PE75/4EX-4" (10.1 HP, 230/3/60, with 49-foot long cable.) According to City records, the serial numbers of existing units are: 0009077 & B0653995

General Requirements for Pumps:

1. Furnished pumps shall be new, un-used units.
2. Pumps shall be able to pump 3-inch spherical solids.
3. Each pump, with its appurtenances and cable, shall be capable of continuous submergence under water without loss of watertight integrity to a depth of sixty-five (65) feet.
4. Pumps shall be manufactured by ABS Pumps, a division of Sulzer.
5. Furnished pumps shall be functionally interchangeable with the existing units. The new pumps shall have the same performance characteristics (pump curves) and shall draw the same power as the existing units. The new pumps shall fit on the existing guiderail system and base elbow, and wiring shall be compatible with the existing terminal boxes, seal leak monitoring systems, and motor thermal switch monitoring systems.
6. It shall be responsibility of Vendor to ensure that the furnished pumps are the correct equivalent for the existing pumps. Vendor shall verify compatibility by running the serial numbers of the existing pumps. Vendor may also visit the pump station sites. Notify Alliance Water Resources at 816-215-5690 to set up an appointment for access.
7. Submittals: Are not required. Any submittals provided by Vendor will be filed by Purchaser for informational purposes. Vendor will neither review nor approve submittals.
8. Installation: When the pumps are delivered, Purchaser will install the units as soon as possible, and will notify Vendor when the units are ready for check-out and start-up, and will schedule a time mutually acceptable for the two parties. Purchaser will not run the pumps (other than to confirm rotation) until Vendor has inspected the installation.
9. Start-Up Services: Vendor shall provide a technician for start-up. Vendor's representative shall review the installation and prepare a start-up report that lists the checks performed and measurements taken. Vendor's representative shall also review the wiring and shall instruct Purchaser on the correct wiring and termination of the new pumps, including the preparation of diagrams. The Start-Up Report shall be signed by Vendor and a copy shall be provided to Purchaser. Receipt of the signed Start-Up Report shall indicate that Vendor approves the installation and takes no exception to subsequent warranty claims on the basis of improper installation.
10. If for some reason the pumps are not fully interchangeable with the existing units, Purchaser will bring this to Vendor's as soon as possible, ideally at Start-Up. Vendor will have the option of replacing, correcting, or modifying the new units to work with existing installation, as long as these modifications will not affect interchangeability with the existing pumping units. All base elbow, brackets, electrical, and panel modifications that become necessary for installation and operation of the new pumps shall be performed by Vendor, at no cost to Purchaser.
11. Service conditions for the furnished pumps shall be to pump raw, unscreened municipal wastewater.

12. Warranty: Vendor shall provide a warranty on all new pumps.
 - a. Warranty shall commence on date of delivery.
 - b. Coverage shall be 100% cost of parts and labor for the first 3 (three) years.
 - c. Coverage shall be parts only for the fourth and fifth years, and may be pro-rated.
 - d. Purchaser will perform routine maintenance and inspection of the pumping units, and will maintain the pumps in good working order.
 - e. If Purchaser suspects that service will be necessary during the warranty period, Purchaser will notify vendor of the occurrence and with Vendor's concurrence Purchaser may attempt to troubleshoot the affected pump.
13. Vendor shall provide O&M Manuals and wiring diagrams for each pump model furnished, with two hardcopies provided. Wiring diagrams shall clearly indicate the termination of power wires and alarm wires, and shall show wire colors that match the wires inside the pump cables.
14. Vendor will make payment to Purchaser after all of the above conditions have been fulfilled.

END OF ATTACHMENT "C"