



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

REQUEST FOR PROPOSAL #21104
Automated Rakes for Fine Screening of Wastewater

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm JCI Industries, LLC Phone Number 816-525-3320
(Please print or type)

Address 1161 SE Hamblen Rd City Independence State MO Zip 64081

Name of Authorized Agent Mark Swendrowski Email mswendrowski@jciind.com

The only authorized source for Request for Proposal (RFP) forms, addenda, and information regarding this RFP is www.publicpurchase.com. Using RFP forms, addenda, and information not obtained from www.publicpurchase.com creates the risk of not receiving necessary information about the RFP that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at www.publicpurchase.com by deadline in the RFP schedule.

Proposals shall be submitted online via www.publicpurchase.com by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.

**Automated Rakes for Fine Screening of Wastewater
Request for Proposal #21111**

Proposed RFP Schedule

These dates and times are subject to change:

Issue RFP	December 17, 2021
Pre-proposal conference (non-mandatory)	January 4, 2022, 10:00 a.m. local time
City of Independence Rock Wastewater Treatment Plant - Conference Room, 9600 Norledge, Independence, MO 64053. Conference will start in this room and then continue to Sugar Creek Pump Station where the finished product resides. Conference is for the purpose of answering questions and clarifying requirements of the solicitation	
Deadline for questions	January 11, 2022, 5:00 p.m. local time
Proposals due	January 18, 2022, 5:00 p.m. local time
Evaluation	January 20 – February 10, 2022

Structure of the RFP

For the convenience of the proposer, this RFP is structured as follows:

Section 1 – Intent
Section 2 – Scope of Services
Section 3 – Pricing and Contract
Section 4 – Prevailing Wages
Section 5 – References
Section 6 – Evaluation Criteria
Section 7 – Proposal Deliverables
Section 8 – Evaluation Process
Section 9 – Right of Protest
Section 10 – Terms and Conditions
Attachment 1 – Affidavit of Non-Conflict of Interest and Non-Collusion
Attachment 2 – Contract (Separate Document)

**Automated Rakes for Fine Screening of Wastewater
Request for Proposal #21104**

1. INTENT

The City of Independence is soliciting proposals from qualified respondents for providing a new multi-rake bar screen and removal of grit for the Sugar Creek Pump Station at 10600 Hayward, Sugar Creek, Missouri 64120. Access is via Cement City Rd. Call 816-325-7711 for access.

2. SCOPE OF SERVICES

- Provide proposal for multi-rake bar screen with ¼ inch screening at Sugar Creek Pump Station.
- Provide proposal for grit removal from bar screen to dumpster above grade level as add alternate.
- Provide pricing, timeline, qualifications, and experience.
- Provide As-Built drawings upon completion of work.

3. PRICING AND CONTRACT

Respondents are to provide their total price for all required and necessary drawings, testing, reconditioning services and reports. Price should be inclusive of the Prevailing Wage rates if the value of the project exceeds \$75,000 per Missouri statute.

The award of this service will include the successful proposal, final negotiated statement of services and pricing and professional services contract.

4. PREVAILING WAGE

If a contract is issued from this RFP that is valued at \$75,000 or above, the contract shall be based upon payment by the contractor or contractor's subcontractors of wage rates not less than prevailing hourly wage rate for each craft or classification of workers engaged to perform the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time. The contractor shall submit certified payrolls to the City's project manager. Prevailing wage requirements include:

- A. State of Missouri prevailing wage rates per current wage order for Jackson County, Missouri that is named in the specifications section of this solicitation. Prevailing wages must be paid by the successful contractor in accordance with labor involved for this project (Section 290.250, RSMo).
- B. The contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract the by contractor or by any subcontractor (Section 290.250, RSMo).
- C. The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
- D. The contract will forfeit a penalty to the contracting public body of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).
- E. The City's Procurement Division will file a Prevailing Wage Project Notification form (PW-2) to the Division of Labor Standards upon issuance of the contract and retain copy in City files.
- F. While the contract work is being performed, a legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project (Section 290.265, RSMo).
- G. Before final payment can be made, the general contractor and all subcontractors must file an Affidavit of Compliance form PW-4 with the City of Independence. The affidavit must state the contractor has fully complied with Missouri Prevailing Wage Law, and the City must verify that the correct wages were paid. No payment can be legally made by the City to the contractor(s) until the affidavit is filed in proper form and order with the City.

H. The City's Project Manager shall retain a copy of certified payroll in City files.

5. **REFERENCES**

The respondents shall provide a minimum of five references (name, address, phone, email) for whom you have provided this service for in the past. Failure to provide this information may be grounds for rejection of your proposal. Do not assume past service with the City will exempt you from this requirement.

6. **EVALUATION CRITERIA**

Proposals shall be evaluated on these criteria. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the proposer's original proposal. Failure to provide such information may have an adverse impact on the evaluation of the proposer's proposal.

		Maximum % Weight Yes / No
1	Did the proposer respond to all requirements of the RFP? <ul style="list-style-type: none">• If yes, proceed with with evaluation• If no, proposal is nonresponsive and disqualified from further review	
2	Evidence of experience of proposer & references with similar projects <ul style="list-style-type: none">• Is the proposer experienced in providing services similar to those requested in the RFP?• Familiarity and experience with similar projects• References from at least 5 clients of similar scope and size• Consider experience and references listed by the proposer	20%
3	Expertise of personnel <ul style="list-style-type: none">• Consider comparable experience and background of specific personnel that shall be assigned to the City's project• Experience of personnel on projects of similar scope and size• Resumes for each team member included in response	20%
4	Applicable resources <ul style="list-style-type: none">• Evaluate the extent of applicable resources available to the proposer to complete the City's project• Standard quality assurance/quality control program or procedures the firm has in place• Adequacy and ability of proposed team/resources to complete project within proposed time frame• Training for City personnel• Response time for maintenance and service calls acceptable	20%
5	Responses to requirements section and project narrative <ul style="list-style-type: none">• Did the proposer take exception to the City's standard terms and conditions or proposed contract?• Evaluate the proposer's approach and understanding of the scope of services and total project required in the RFP as evidenced in the proposal• Project schedule and detailed approach is reasonable and responsive to City's needs• Roles of all involved parties clearly identified• Familiarity with project location as evidenced by proposal• Identify and recognize critical or unique issues specific to the project	25%

- Adequacy of proposed communications process
- Unique approaches that have been successful elsewhere

6	Price	15%
	<ul style="list-style-type: none"> • Fee schedule included for pricing; includes equipment, services, drawings, anything else pertaining to price 	

The proposer is cautioned that it is the proposer's sole responsibility to submit a response to the RFP requirements including evaluation categories. The City is under no obligation to solicit the information after RFP closing if it is not included in the proposer's original proposal. Failure to provide such information may the proposal nonresponsive.

7. **PROPOSAL DELIVERABLES**

Proposals must be received by the date and time stated on page 2, through www.publicpurchase.com. The proposer shall submit, at a minimum, the following information and documents as part of the proposal:

- Cover sheet, completed
- Letter of intent/introduction from proposer
- Affidavit, completed and notarized
- Response to the requirements in this RFP
- Contract for Professional Services (attached), completed and signed or exceptions to be negotiated or respondents alternative contract

Proposals will not be accepted after the deadline for submission, regardless of the reason. Any exceptions to the RFP must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance and City of Independence business license as stipulated herein.

8. **EVALUATION PROCESS**

The City will deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of the RFP. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award, or make multiple awards as a result of this solicitation. Responsive proposals will be evaluated in the following manner:

- An evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.
- Proposers whose proposals are ranked the highest by the evaluation committee may be asked to participate in an interview and demonstration process to ensure a mutual understanding of the City's requirements and the proposal. However, the committee may decide that interviews or demonstrations are not necessary and make recommendation for award based on the information provided in the proposal. Interviews and demonstrations will be scored by the evaluation team based on criteria developed by the team during the evaluation process.
- The firm that provides the City with the best value based on the established evaluation criteria will be recommended for approval. Procurement in excess of \$100,000 require City Council approval prior to award.
- In accordance with federal, state and local laws, the proposal documents will be available for public review following: rejection of all proposals; posting of the Notice of Intent to Award; execution of the contract or purchase order.

9. **RIGHT OF PROTEST**

A Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com for procurements in excess of \$100,000. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor www.publicpurchase.com shall be responsible for directly notifying proposer of the Notice of Intent to Award. Protests must be received in the office of the Procurement Manager and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a

detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

10. TERMS AND CONDITIONS

A. COMPENSATION

The City shall pay the successful proposer an amount not to exceed the amount stated in the fee schedule included in the proposer's proposal. Regular (e.g. monthly) invoices shall be submitted by the successful proposer to the City for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Payment will be made by the City within thirty (30) days of receipt of invoice. Payment with the City's credit card is the preferred method of payment, provided no processing fees are assessed. If proposer will not accept the City's credit card, payment will be made via check on a Net 30 basis. The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Successful proposer shall not include any sales or use taxes on transactions between the successful proposer and City.

B. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal. Complete instructions for registering are included in the documents listed with this RFP.

C. PERMITS AND LICENSES

The successful proposer shall procure all necessary local permits and licenses and a City of Independence business license, unless exempt under state law. Successful proposer will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed and will require the same of all sub-contractors. The successful proposer must furnish and maintain certification of authority to conduct business in the State of Missouri.

D. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by successful proposer as part of the services shall become the property of City, provided, however, that successful proposer shall have the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

E. CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope if a contract is awarded. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and successful proposer will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or written modification.

F. STANDARD OF CARE

Successful proposer shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

G. LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of a potential contract and the successful proposer's fee, and in consideration of the mutual covenants contained in the contract, City and successful proposer agree to allocate and limit such liabilities in accordance with this section:

Successful proposer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the successful proposer's negligent performance of services under the contract and that of its sub-contractors, or anyone for whom the successful proposer is legally liable. Successful proposer shall indemnify City against legal liability for damages arising out of claims by successful proposer's employees.

H. INSURANCE

General Services

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

(1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

I. SHIPPING, TITLE, AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

J. DELAY IN PERFORMANCE

Neither City nor successful proposer shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or successful proposer as required. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the contract.

K. TERMINATION

City may terminate or suspend performance of a contract that results from this solicitation, for City's convenience upon written notice to successful proposer whom becomes the contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to contractor's compensation.

The contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

L. WAIVER

A waiver by either City or successful proposer of any breach of the contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

M. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

N. SUCCESSORS AND ASSIGNS

City and successful proposer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of the contract.

O. ASSIGNMENT

Neither City nor successful proposer shall assign any rights or duties under the contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the contract.

P. THIRD PARTY RIGHTS

Nothing in this document shall be construed to give any rights or benefits to anyone other than City and successful proposer.

Q. INDEPENDENT CONTRACTOR

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. A contract resulting from this solicitation shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

R. AUDIT

Successful proposer agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under a successful contract, have access to and the right to examine and copy any pertinent books, documents, papers, and records of the successful proposer involving transactions related to the contract.

S. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the successful proposer agrees:

Not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The successful proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

To state in all solicitations or advertisements for employees placed by or on behalf of the successful proposer that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

To send to each labor union or representative of workers with which they has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the said labor union or workers' representatives of the successful proposer's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

To comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

To furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event the successful proposer is not compliant with the non-discrimination clauses of this contract or purchase order, with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The proposer will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The successful proposer will take such action with respect to any sub-contractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an successful proposer becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the department, the successful proposer may request the United States to enter into such litigation to protect the interest of the United States.

T. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

U. GOVERNING LAW

Contracts shall be governed by the laws of the State of Missouri. The City and the successful proposer agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that successful proposer's performance under the contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under the contract shall

be exclusively in the Sixteenth Judicial Circuit of Missouri and the successful proposer submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

V. MISSOURI SUNSHINE LAW

The proposer acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence

W. COMMUNICATIONS

Any communication shall be made in writing to the authorized representative at the address specified below on the cover page of the proposal response. Communications with the City shall be to Procurement Manager, 111 E. Maple, Independence, MO 64050. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of successful proposer and City.

X. SEPARATE CONTRACTS

City and successful proposer each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

Y. ENTIRE CONTRACT

A contract resulting from this solicitation and successful proposer's proposal represents the entire agreement between the City and successful proposer. All previous or contemporaneous agreements, representations, promises and conditions relating the successful proposer's services described herein are superseded.

Z. PRECEDENCE OF DOCUMENTS

The RFP including the terms and conditions, the successful proposer's proposal, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order or contract shall take precedence over the RFP and the RFP shall take precedence over the proposer's proposal.

RFP:

AFFIDAVIT

STATE OF MISSOURI)

SS.

COUNTY OF JACKSON)

JCI Industries, LLC of the City of Lee's Summit, County of, Jackson, State of Missouri,

being duly sworn on her or his oath, deposes and says:

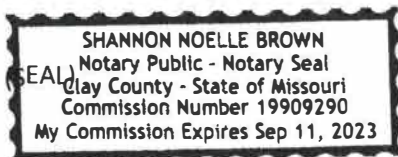
1. That I am the Executive Vice President - Operations (Title of Affiant) of JCI Industries, LLC (Name of Proposer) and have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

JCI Industries, LLC (Name of Proposer)

By: [Signature] (Signature of Affiant)

Dirk Bennett, P. E. (Title of Affiant)

Subscribed and sworn to before me this 18 day of January, 2022.



Shannon Noelle Brown

NOTARY PUBLIC in and for the County of Jackson

State of Missouri

My commission expires: 09-11-2023



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

www.jciind.com

Tuesday, January 18, 2022

Independence Missouri
Procurement Division
111 E. Maple, PO Box 1019
Independence, MO 64051-0519

Subject: RFP #21104 Automated Rakes for Fine Screening of Wastewater

Quotation #: 0790450039TC
Please refer to this number when ordering

JCI Industries, Inc. would like to thank you for the opportunity to present the following proposal for the above referenced RFP.

We are confident that our experience, expertise, and professionalism will exceed your expectations. We take pride in performing every project on time, on budget and with superior quality and safety.

Please contact us if you have any questions regarding this offering.

Best regards,

Tony Carollo, P.E.

Tony Carollo, P.E.
Field Service Director
JCI Industries, Inc.
816-719-4043

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607



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

Tuesday, January 18, 2022

Quote #: 0790450039TC

Item	Description	Unit Price
1.00	Base Bid – Short Mechanical Bar Screen (Note: See accompanied document Item A1) Mechanical and Electrical and aluminum grating over open channel to allow access.	\$170,052.00
2.00	Alternate #1 – Extended Mechanical Bar Screen + Screening Washer / Compactor / Riser / Upper-Level Platform for access. (Note: See accompanied document Item A, B, and C). **	\$298,945.00
3.00	Option #1 – Leave old screen in place on either base bid or Alternate #1.	\$12,653.00
4.00	Option #2 – Add feedback (2 digital contacts) wired to Owners Control Panel for Base Bid or Alternate #1.	\$2,868.00

Terms & Conditions	
Lead Time TBD After Receiving Order	Payment Terms *See below
Shipping Method JCI Truck	Shipping Terms F.O.B.
Due to current market conditions, please confirm pricing after 120 days.	

***Payment Terms: Net 30 days, invoiced as follows:**

Submittal approval	15%
Delivery to site	80%
Completion of start-up and training or 120 days from delivery, whichever occurs first	5%

****Assumes the MCC has spare breaker for new feed.**

*****On items 1.00 and 2.00 demo of the existing unit is included.**



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

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.

Independence, MO
Procurement Division
111 E. Maple, PO Box 1019
Independence, MO 64061

January 17, 2022

Reference: RFP #21104 Automated Rakes for Fine Screening of Wastewater

To whom it may concern,

Kusters Water is pleased to submit our conceptual budget proposal and preliminary scale drawing for the Influent Screen/Compactor Equipment proposed for the Sugar Creek Pump Station (PS). Our base offering (Items A&B) includes a 3/8" opening Multiple Rake Bar Screen (essentially the next generation Mahr Screen) to remove solids up multiple levels to elev. 743.0, discharging to a complimentary washer compactor complete with main and local controls. The compactor will provide substantial organics, volume and weight reduction thus minimizing the frequency of dumpster change outs. The flexibility of the compactor discharge pipe allows the dumpster to be easily situated on the North or East Side of the PS.

Many of the design features of the Kusters Water *ProTechtor*® Multi Rake Screen include:

- 1) **3-Year Warranty** - All Kusters Water ProTechtor® Multi-Rake screens include the industry's best factory warranty, 3-years from date of shipment.
- 2) **USA Manufactured** - All Kusters Water ProTechtor® Multi-Rake screens are manufactured at the Zima Corporation Factory located in Spartanburg, SC, USA.
- 3) **Screen Speed** - Ability to clean the Bar Screens in as little as 5 second intervals with a standard time frame from 5 seconds to 25 seconds. Rake speed is a significant advantage when screening in deep channels from 20 to 100 feet deep. Especially with CSO storm flow first flush events when the solids (leaves, rags, etc.) are challenging to those screens with low speed rakes, with solids accumulating ahead of the screen.
- 4) **Bar Rack design** - We use trapezoidal bars for optimal hydraulic performance. The bar rack is manufactured with multiple bars which can be individually removed (via bolts) without removing the screen from the channel. Many competitor's Multi-Rake screens must be pulled out of the channel and taken off-site for bar rack repair; many utilize welded in place bars.
- 5) **Overload Protection** -The Kusters Water ProTechtor® Multi-rake screen has an electro-mechanical overload-device, that is initiated by the direct torque load on the gearbox, resulting in a more accurate reaction than a current sensing electrical overload. This will

Page 1/2

initiate a torque alarm and cause the screen anti-jam system to activate a stop/reverse/forward cycle which attempts to clear the jam. The cycle is repeated 3 or 4 times. If the jam is not cleared, the screen stops and sounds and alarm to notify plant operators.

- 6) **Chain Guards** - The Kusters Water ProTechtor® Multi-Rake screen includes chain guards to prevent ragging and other solids from interfering with the operation of the screen.
- 7) **Lower Guides** - The revolving bottom guides do not require greasing, we use a unique design consisting of a GARMAX bushing on the revolving guide bore and a zirconium sleeve on the bottom guide stub shaft. The design is not affected by grit and stones. As evidence of the reliability and quality of the guides, we include a 5-Year extended warranty at no additional cost to the customer.
- 8) **ISO Certification** - Manufacturing of the screens is done at our ANAD and IAF accredited ISO 9001:2015 Quality Management System facility located in Spartanburg, SC.
- 9) **Parts and Service** - Spare parts are stocked at our Spartanburg, SC facility for immediate shipment to our customers. A staff of full-time service technicians are readily available for customer support.

In addition to the scale layout drawing, I have provided technical product bulletins for the screen and compactor for review. Additional technical specifications and references can be supplied upon request.

Should you have any questions or require any additional information to evaluate our offering, please feel free to contact me directly.

Thank you for your consideration on this project.

Best Regards,



Sales Manager, Municipal Products
Kusters Water Division
O. 864-594-5595
C. 864-316-3264
george.kellum@kusterswater.com
www.kusterswater.com

Item A1

Bar Screen and Controls at Lower Level

Design Criteria (Each)

Item

Bar screen and controls (same basic scope as Item A below) only to be installed at lower level to replace existing climber screen and discharge into screening drums at lower level and lifted out by existing crane as currently done.

Item A

Mechanical Bar Screens

ProTechtor®, Model MRS-C 502 X 80/9 Multi Rake Screen

Quantity: 1



General Design Description

The mechanically cleaned bar screen shall be a self-contained screening system designed to positively clean and remove debris from the influent flow stream and transport the retained debris to the discharge point. The screen system shall be fully automated and controlled by the manufacturer supplied control system.

The bar rack shall extend from the invert of the channel to a minimum of 12" above the maximum water level where it shall be connected to the screen dead plate on which the screenings will be transported to the discharge apex. The screenings will then be carried into the discharge chute by a passive reciprocating scraper with a replaceable UHMWPE scraper blade.

The screenings shall be mechanically cleaned from the bar rack by a series of engaging rakes carried by two (2) endless roller chains mounted on each side of the screen. The screen frame superstructure shall be constructed such that it forms a strong and rigid internal structure that spans the width of the chamber.

The chains shall run over stainless steel drive sprockets keyed to a main, solid, stainless steel drive shaft which shall be mounted in externally mounted bearings and driven by a shaft mounted motor-driven gear unit. The drive unit shall be affixed with a rotating torque arm connected to a forward and reverse over-torque device.

The lower revolving sprocket/guide bearings shall consist of a maintenance free life sealed bushing system. The system shall consist of a stainless steel stub shaft supporting a ceramic sleeve. Alternatively, a fixed chain guide assembly can be used in lieu of sprockets. The guide assembly shall be maintenance free, lubrication free and bolted to the main frame assembly.

Design Criteria (Each)

Maximum Flow:	12.0 MGD
Channel Width:	2.5 ft
Channel Depth:	5.0 ft
Bar Spacing:	9 mm
Downstream Water Level at Maximum Flow:	3.5 ft
Headloss at Maximum Flow:	2.12 in.
Headloss at Maximum Flow and 30% Blinding:	5.04 in.
Maximum Upstream Water Level:	3.9 ft.
Channel Invert to Operating Floor Depth:	19.2 ft
Screen Discharge Height:	5.0 ft
Screen Incline from Horizontal:	80°
Screen Motor Horsepower:	3.0 HP
Rake Speed:	15 - 30 ft/min.
Side Frame Material / Thickness:	304L Stainless Steel / 3/16 in
Roller Track Material / Thickness:	304L Stainless Steel / 3/16 in.
Dead Plate Material / Thickness:	304L Stainless Steel / 3/16 in.
Sprocket/Guide Material:	304L Stainless Steel
Chain Material:	304 Stainless Steel
Bar Material:	304L Stainless Steel
Bar Dimensions:	6 mm x 3 mm x 40 mm
Removable Front Covers Material:	304L Stainless Steel
Operational Environment:	Class 1, Div. 2
Operational Voltage:	460V/3ph/60Hz
Fastener Material:	304 stainless steel
Anchor Bolts Material	304 stainless steel

Included Options

Curved Lower Bar Rack
Cold Weather Protection

Mechanical Bar Screen Controls

Wall Mount Enclosure - NEMA 4X, 304 Stainless Steel

Quantity: 1

Included Components

TECO VFD with line reactor
 AB Micro 810 PLC with required I/O
 All required operators and indicators mounted to enclosure front
 Condensation Heater with thermostat
 All Required branch circuit protection
 Intrinsically Safe Relay for High-level float
 All required relays and timers
 Heat Tracing as needed
 Main lockout/disconnect switch

Screen Local Control Station

Quantity:	1
NEMA Rating:	NEMA 7, Cast Aluminum
Operator 1:	HOA
Operator 2:	ROF
Operator 3:	ESTOP

Instruments

Level Elements

Item	Quantity
Siemens HydroRanger 200 Ultrasonic	1

Float Switches

Item	Quantity
Conery 2900 Series B1	1

Item B

Screenings Washer/Compactor

ProTechtor® Model SWP 200 X 700 Screenings Washing Press

Quantity: 1



General Design Description

Wet screenings shall enter the screenings washer inlet hopper through an enclosed connecting chute. The solids shall be washed and agitated to liquefy fecal matter and to facilitate its return to the influent channel. The connecting chute shall provide a completely closed system to protect operating personnel from exposure to wastes.

Wet screenings with a minimum dry solids content of 5-10 percent shall enter the washer/compactor through the inlet hopper. Excess liquid shall exit through the perforated drainage holes in the bottom of the trough. Drainage of free flowing liquid shall be provided through the integral overflow outlet located beneath the trough. The rolling action provided by the Archimedean screw and the wash water system shall provide additional cleaning of the screenings before the compaction stage and an integral brush attached to the screw shall continuously clean the trough perforations. The screw shall transport all collected, washed and compacted screenings into the discharge pipe for conveyance to the drop off point.

Design Criteria (Each)

Peak Throughput Volume:	35.0 ft ³ /hr
Fecal Matter Reduction:	> 95%
Weight Reduction:	60 - 70%
Volume Reduction:	60 - 70%
Dryness After Compaction:	40 - 50%
Screw Diameter:	200 mm
Screw Material:	Hardox 400, 400 BHN
Anti-Rotation/Wear Bar Material:	Alloy steel, 340 BHN
Inlet Hopper Material:	14 ga., 304L Stainless Steel
Housing Material:	304L Stainless Steel
Discharge Pipe:	8 in. expanding to 12 in.
Discharge Pipe Material:	11 ga., 304L Stainless Steel
Trough Perforation Size:	5 mm
Drain Connection Size:	6 in. plain ended pipe
Drain Location:	Bottom
Screenings Discharge Height:	5 ft.
Wash Water Valve Size:	1 in. NPT
Wash Water Flow Rate:	10 - 20 gpm @ 40 psig

Ball Valve Material:	Bronze Body, SS Ball
Solenoid Valve Material:	Bronze
Strainer Material:	Bronze Body, SS Screen
Motor Horsepower:	2 HP
Operational Environment:	Class 1, Div. 2
Operational Voltage:	460V/3ph/60Hz
Fasteners Material:	304 Stainless steel
Anchor Bolts Material:	304 Stainless steel

Included Options

Cold Weather Protection for Discharge Pipe including;

- Heat Tracing
- Insulation
- 304L Stainless Steel cladding
- Control Thermostat

Screenings Washer/Compactor Controls

Wall Mount Enclosure - NEMA 4X, 304 Stainless Steel

Quantity: 1

Included Components

Tsubaki relay for over torque protection on the compactor
 Reversing contactor and overload for the compactor
 All required operators and indicators mounted to enclosure front
 All Required branch circuit protection
 All required relays and timers
 Heat Tracing as needed
 Main lockout/disconnect switch

Compactor Local Control Station

Quantity:	1
NEMA Rating:	NEMA 7, Cast Aluminum
Operator 1:	HOA
Operator 2:	ROF
Operator 3:	ESTOP

Item C

Optional Extended Discharge Chute with Heat Tracing

Quantity: 1

Design Criteria (Each)

Item

SWP 200x700 Extended discharge pipe with supports - 304 stainless steel
Discharge pipe outdoor weather protection including heat tracing, insulation and stainless steel cladding complete with thermostat

Comments and Clarifications

Kusters Water is furnishing its standard equipment as outlined in this proposal. The equipment proposed meets the full intent of the specifications, drawings and /or addenda.

MULTI-RAKE

BAR SCREEN



The Kusters Water ProTechtor® Multi-Rake Bar Screen combines fine or coarse screening with high solids capture rates. Its robust construction and overload feature ensure reliable operation.

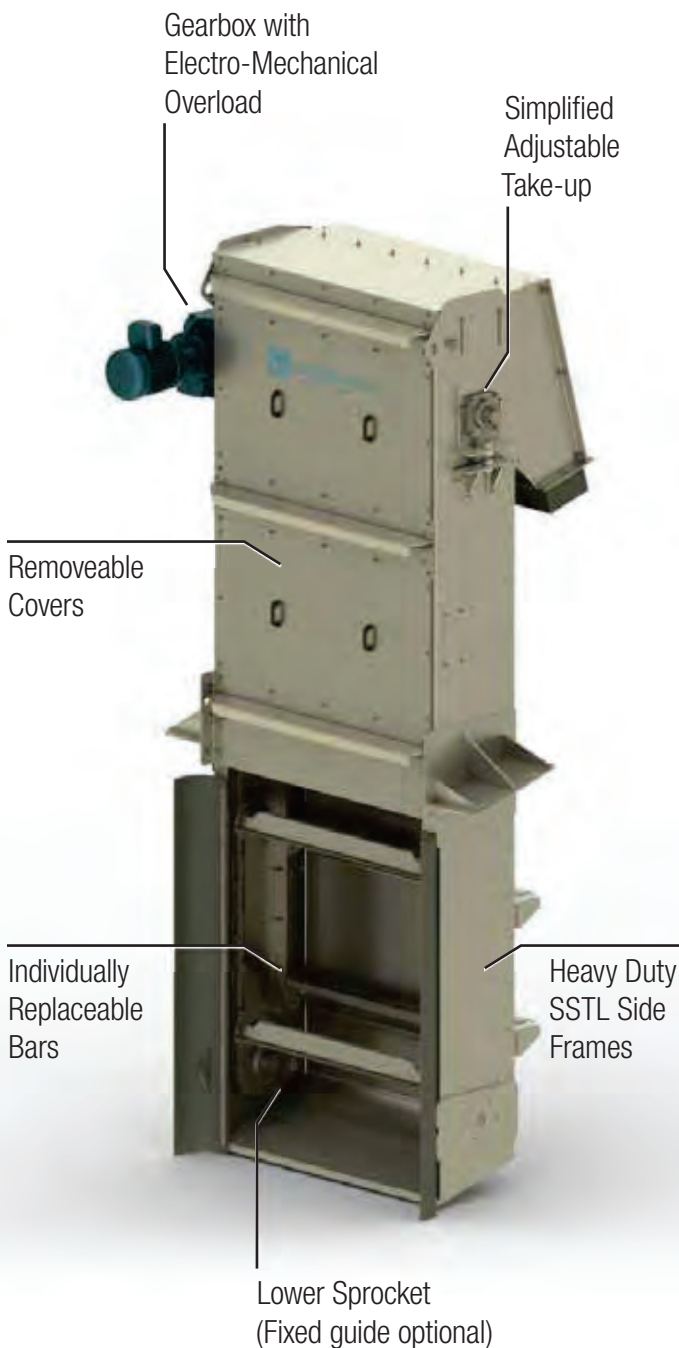
PRINCIPLE OF OPERATION

Wastewater flows through the stainless steel bars while the non-biological solids, such as paper and plastics, are trapped on the screen face. The screenings are removed from the bars by rakes fixed between two heavy duty roller chains. These rakes utilize laser cut teeth that precisely engage and clean the bars to a depth of 12 mm. In the event an object becomes lodged in the bars, the overload feature enables the rakes to reverse and remove the obstruction then continue cleaning the bar rack.

The screenings are conveyed from the bars over a dead plate, where they have sufficient time to drain, and are discharged at the top of the screen into a dumpster, conveyor or compactor. The Multi-Rake Bar Screen is designed to tightly seal to the walls of the channel to prevent any bypass from occurring and, due to the design of the lower frame, a recess in the floor of the channel is not required.



KUSTERS ■ WATER
a division of ZIMA corporation



FEATURES

- Rugged stainless steel construction
- Automatic "jam" reversing
- High hydraulic capacity, low headloss
- Insensitive to grit and stones
- "Maintenance free" bottom bearing, or fixed guide
- Dual speed operation
- Trapezoidal Bar Design
- Replaceable bolt-in bars
- US Manufactured (ISO 9001:2008)
- 3-Year Factory Warranty

APPLICATIONS

- Municipal sewage treatment plants
- Industrial wastewater treatment
- CSO screening applications
- Wastewater pump stations
- Sludge Screening

DIMENSIONS

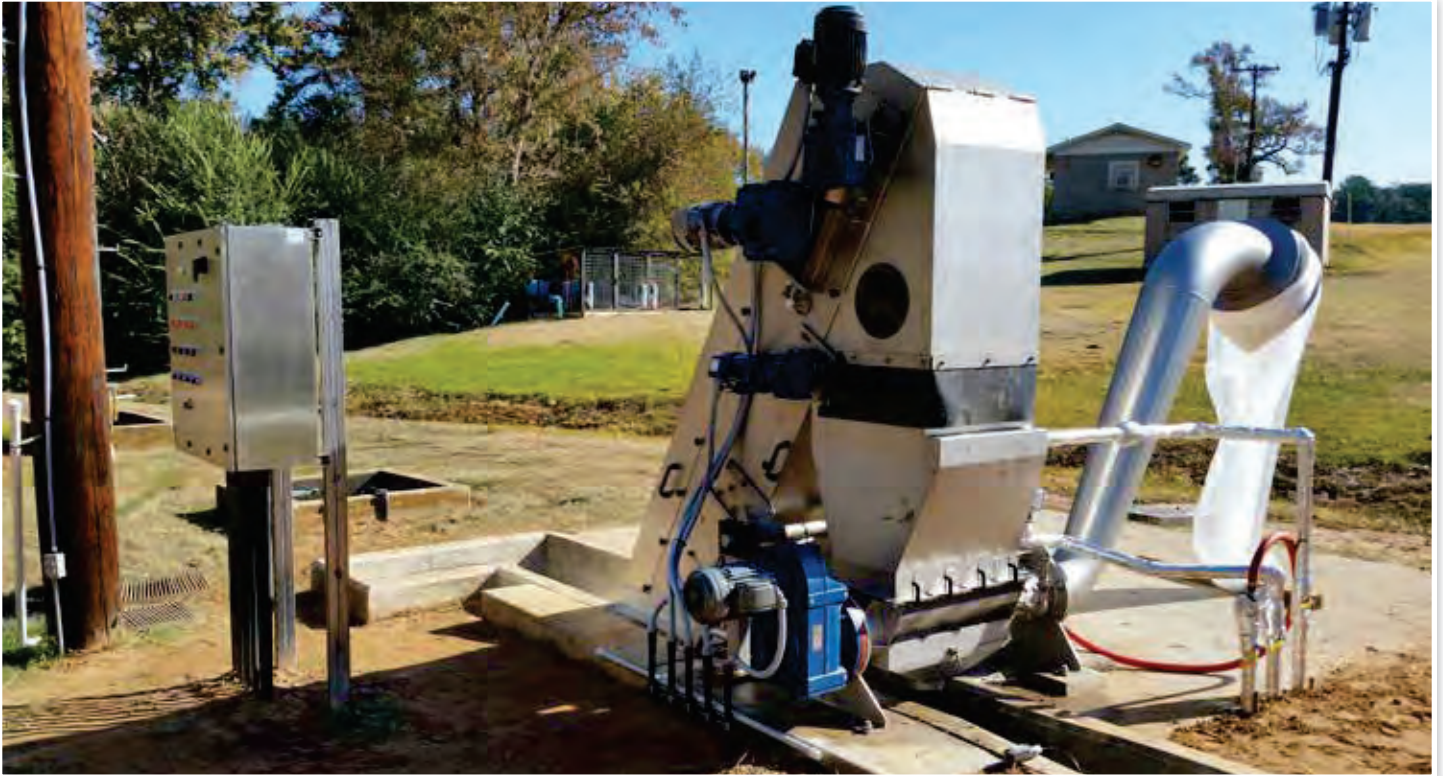
- Channel widths from 1 to 15 feet
- Standard channel depths to 40 feet
- Custom channel depths available greater than 40 feet
- Bar spacing from 4 to 100 mm
- Standard angles of inclination: 50°, 75°, 80°, 85°, 90° from horizontal

For more information call **864.576.0660**
or visit **kusterswater.com**

Member of  **JAGENBERG Group**



SCREENINGS WASHER **COMPACTOR**



The Kusters Water ProTechtor® Screenings Washer Compactor is known for its reliable operation and robust design. The washer compactor significantly reduces screenings volume while simultaneously removing organic content, resulting in cleaned and dried screenings. All ProTechtor® products are US Manufactured at Kusters Water's ISO 9001:2015 certified facility.

FEATURES

- Rugged stainless steel construction
- Indoor or outdoor installation
- Durable Hardox 400 screw for long life
- Shafted screw design for greater compaction strength
- Heavy duty spherical shaft bearing
- Integral washing system

OPTIONS

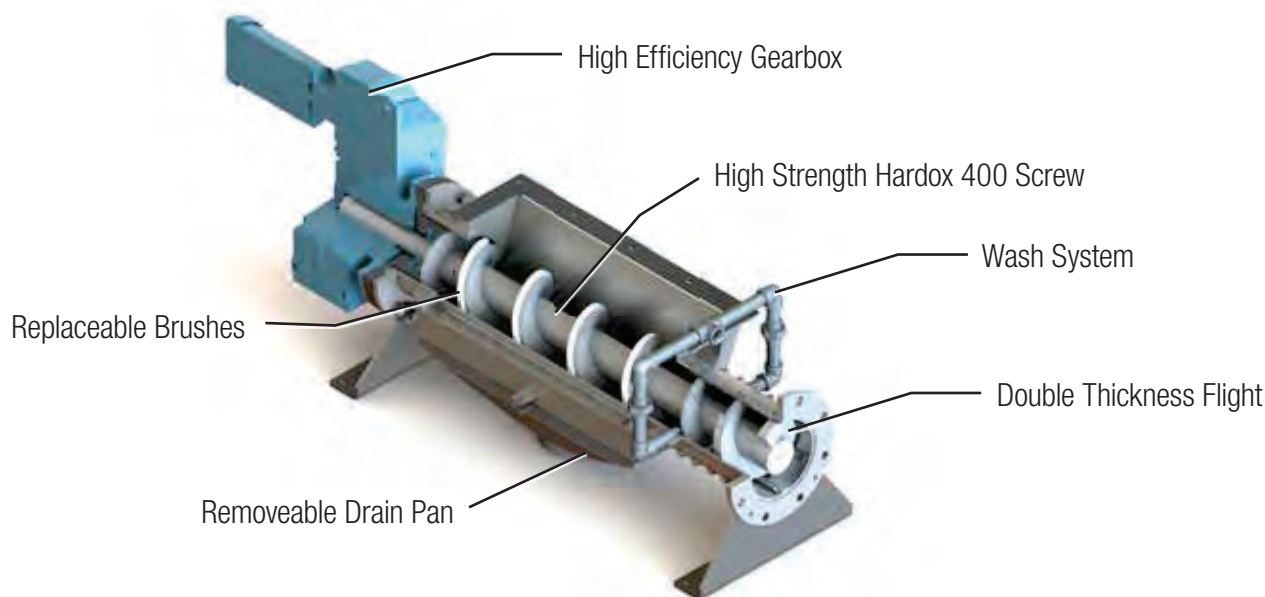
- Agitator with soaking zone
- Outlet with hydraulic backpressure device
- Outlet with adjustable backpressure device

BENEFITS

- High reliability, low maintenance costs
- Reduction of waste disposal costs by minimizing volume and weight of screenings
- Easily adapted to suit existing installations



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PRINCIPLE OF OPERATION

The screenings are discharged directly from a screening unit, conveyor, or flume to the press feed hopper. The screw then transports the screenings to the washing zone where service water is added and the organic matter is washed out. Fecal matter is loosened and washed off the screenings in the wash zone by a washboard/friction process. Hairs, fibers, etc. which could cause mechanical breakdowns and blockages in the downstream process are retained in the screenings. An optional agitator with soaking zone and modified control sequence can also be provided. The water and solubilized organics which are removed by this process are then returned to the wastewater channel via a collection pan. The screw then delivers the washed screenings to the press zone where they are dewatered, with the water also being delivered back to channel via the collection pan. The dewatered screenings are then discharged via a discharge pipe to a container, or conveyor. A shredding device or optional bagging unit are also available for installation on the end of the discharge pipe if desired.

TECHNICAL DATA

Screw diameter: 200 mm, 300 mm, 350 mm (8", 12", 14")

Throughput: Up to 450 ft³/hr

Fecal matter reduction: Greater than 95%

Volume reduction: 60-70%

Weight reduction: 60-70%

Dry Substance: >50%

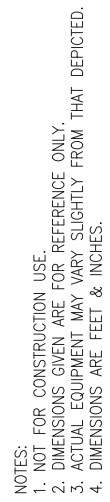
For more information call **864.576.0660**
or visit **kusterswater.com**


Kusters Water *ProTechtor®* Multi-Rake Screen

Major Design Advantages

- 1) **3-Year Warranty** - All Kusters Water *ProTechtor®* Multi-Rake screens include the industry's best factory warranty, 3-years from date of shipment.
- 2) **US Manufactured** - All Kusters Water *ProTechtor®* Multi-Rake screens are US manufactured at the Zima Corporation Factory located in Spartanburg, SC, USA.
- 3) **Screen Speed** - Ability to clean the Bar Screens in as little as 5 second intervals with a standard time frame from 5 seconds to 25 seconds. Rake speed is a significant advantage when screening in deep channels from 20 to 100 feet deep. Especially with CSO storm flow first flush events when the solids (leaves, rags, etc.) are challenging to those screens with low speed rakes, with solids accumulating ahead of the screen.
- 4) **Bar Rack design** - We use trapezoidal bars for optimal hydraulic performance. The bar rack is manufactured with multiple bars which can be individually removed (via bolts) without removing the screen from the channel. Many competitor's Multi-Rake screens have to be pulled out of the channel and taken off-site for bar rack repair; many utilize welded in place bars.
- 5) **Bolted Construction** - Our construction is mainly bolted to allow for replacement of parts in-situ. No welding distortion. Maintains accurate tolerances.
- 6) **Roller Chain** - The roller chain with 304/316 SS or optional Polyamide rollers is built and designed for high strength, long life and minimal maintenance.

- 7) **Overload Protection** -The Kusters Water *ProTechtor®* Multi-rake screen has an electro-mechanical overload-device, that is initiated by the direct torque load on the gearbox, resulting in a more accurate reaction than a current sensing electrical overload. This will initiate a torque alarm and cause the screen anti-jam system to activate a stop/reverse/forward cycle which attempts to clear the jam. The cycle is repeated 3 or 4 times. If the jam is not cleared, the screen stops and sounds and alarm to notify plant operators.
- 8) **Chain Guards** - The Kusters Water *ProTechtor®* Multi-Rake screen includes chain guards to prevent ragging and other solids from interfering with the operation of the screen.
- 9) **Lower Guides** - The revolving bottom guides do not require greasing, we use a unique design consisting of a GARMAX bushing on the revolving guide bore and a zirconium sleeve on the bottom guide stub shaft. The design is not affected by grit and stones. As evidence of the reliability and quality of the guides, we include a 5-Year extended warranty at no additional cost to the customer. Optional fixed lower guides are also available.
- 10) **ISO Certification** - Manufacturing of the screens is done at our ANAD and IAF accredited ISO 9001:2015 Quality Management System facility located in Spartanburg, SC.
- 11) **Parts and Service** - Spare parts are stocked at our Spartanburg, SC facility for immediate shipment to our customers. A staff of full-time service technicians are available for customer support.



POS/QT/Y	DESCRIPTION		NATIONAL CHANCE	
				HALTER-WATER
			<small> ALL OTHERS PRINTED IN RED ARE THE PROPERTY OF THE U.S. GOVERNMENT AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. </small>	
			GENERAL ARRANGEMENT MRS 80, SWP 200 X 700	
SQL	ITEM	DATE BY		
DRL BY UJ047720				
O'D BY				
SCALE				
SHEET 1 OF 1			NTS - 23230 0	

REFERENCES

1. City of Kansas City, MO
7300 Hawthorne Rd, Kansas City, MO
Contact: Adrian Hall 816-513-7281
Contract Duration Time: 2021 - 2022

2. Fort Leonard Wood MO
Plant Road, Fort Leonard Wood, MO
Contact: Jeff Hollis 573-586-4275
Contract Duration Time: 2021 - 2022

3. Little Blue Valley Sewer District
21101 East 78 Hwy, Independence, MO
Contact: Gary Henny 816-699-7381
Contract Duration Time: 2021 - 2022

4. City of Warrensburg, MO
75 NW 50 Hwy, Warrensburg, MO
Contact: Phil Adlich 660-747-6923
Contract Duration Time: 2021 - 2022

5. City of Lake Lotawana, MO
100 Lake Lotawana Drive, Lake Lotawana, MO
Contact: Keith Herzberg 816-578-4215
Contract Duration Time: 2021 - 2022

6. Cargill Meat Solutions Dodge City, KS
E Highway 400, Dodge City, KS
Contact: Fred Wines 620-338-4439
Contract Duration Time: 2021 - 2022



JCI Industries, LLC
1161 SE Hamblen Road
Lee's Summit, MO 64081
tcarollo@jciind.com
816-525-3320
800-366-7867

Tony Carollo, P.E.

Field Service Director

With over 30 years of experience in the construction industry, Tony has developed the skills necessary to supply a full range of construction services to a variety of clients. He has been involved in collaborative delivery methods including Design/Build, Target, GMP, and CMAR. In addition, Tony has performed many design and constructability reviews, value engineering, evaluated bids, and estimated project costs, project management with estimating and field construction knowledge including take-off, means and methods, constructability studies, cost assessment, scheduling, and construction 3D layout. Tony spent 11 years at a large engineering company as part of the design/build division to start his career and the remaining years in the construction sector.

Industry Experience	In the Construction Industry over 30 years.
Responsibilities	<ul style="list-style-type: none">◆ Effectively communicate with the client during the pre-construction process to ensure a complete and clear scope proposal◆ Managing the estimating department to ensure a best-in-class proposal for our clients◆ Ensure that the project proposal meets the quality for the customer
Project Experience	<ul style="list-style-type: none">◆ Siemens Switchgear JBS Project◆ Fort Lenard wood Bar Screen Replacement◆ Tomahawk Creek WWTP Digester Cover Project◆ Sherwin Williams Vac-U-Max Project◆ Simmons Foods Vac-U-Max Project◆ Norman Oklahoma WWTP◆ TVA – Gallatin plant units 1-3 Alstom EPC NID Installation Project◆ LCAAP Neutralization Design-Build Project◆ LCAAP Water Treatment Plant Proposal◆ KCMO Westside WWTP Proposal◆ KCMO Round Grove Project◆ KCMO Eastside WWTP Proposal
Affiliations	<ul style="list-style-type: none">◆ IEEE – Institute of Electronic and Electrical Engineers◆ NSPE – National Society of Professional Engineers◆ ETA Kappa Nu – Academic Achievement Society of Engineering◆ DBIA – Design Build Institute of America◆ Advisor Member – Water Design-Build Council



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800-366-7867

Education

DeVry Institute of Technology

- ◆ Associates Degree in Applied Science in Electronic Engineering, 1985
University of Missouri
- ◆ Bachelor of Science in Electrical and Mechanical Engineering, 1990,1991

Member of the National Society of Professional Engineers

Professional Engineering License in Missouri and Kansas

Certified through the National Council of Examiners and Engineers



JCI Industries, LLC
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Cell 816-401-7693

Kail Starlin

Field Service Manager - Industrial

With over 20 years of experience in the construction industry, Kail has developed the skills necessary to supply a full range of construction services from customer interaction, job walks, pricing, quoting, time keeping, project management start to finish, safety leadership, field service coordination and management to a variety of clients and industries including Nuclear, Refinery, Fossil Fuel Power, Petroleum Pipeline, WWTP, WTP, Food Processing, among others.

Industry Experience	In the Construction Industry over 20 years.
Responsibilities	<ul style="list-style-type: none">◆ Effectively communicate with the client during the pre-job process to ensure a complete and clear scope of work◆ Project and Repair Estimating◆ Managing Field Services to ensure a best-in-class service for our clients◆ Ensuring that each service call is handled in a professional and complete manner
Project Experience	<ul style="list-style-type: none">◆ Port Neal Nitrogen Plant Expansion◆ Fort Lenard wood Bar Screen Replacement◆ Tomahawk Creek WWTP Digester Cover Project◆ Sherwin Williams Vac-U-Max Project◆ Simmons Foods Vac-U-Max Project◆ Omaha Digestor Drive Replacement◆ Clinton Dry-pit Retrofit◆ Lake Ozark Wet Well Upgrades◆ Leavenworth Lime Slaker Retrofit◆ Wood River Clarifier Retrofit
Affiliations	<ul style="list-style-type: none">◆ American Welding Society Certified Welding Inspector AWS CWI 13050411 since 2013
Education	<p>Linn State Technical College – Linn, MO</p> <ul style="list-style-type: none">◆ Associates of Applied Science in Aviation Technology, 2001 <p>Missouri Welding Institute – Nevada, MO</p> <ul style="list-style-type: none">◆ Pipe Welding and Structural Welding Certifications, 2002◆ Certified Welding Inspector AWS CWI 13050411 since 2013◆ OSHA 30



JCI Industries, LLC
1161 SE Hamblen Road
Lee's Summit, MO 64081
gparks@jciind.com
816-525-3320
816-436-8285

Gregory Parks

Field Service Manager - Environmental

With over 49 years of experience in the construction industry, Greg has the skills to supply a full range of construction, electrical and mechanical services to a variety of customers including power plants, industrial, manufacturing, commercial buildings, hospitals, water, and wastewater treatment plants.

Industry Experience	In the Construction Industry over 49 years.
Responsibilities	<ul style="list-style-type: none">◆ Field Service Environmental Manager – Management, Coordination, quotes, repairs, installation and fabrication.◆ Sales – Account management, sizing equipment, estimating cost and coordinating deliveries◆ Engineering – Design systems, retrofit new equipment to old footprint and produce drawings◆ Repair – Move equipment, disassemble, clean, analyze parts using visual and measuring tools, perform root cause failure analysis, assemble, install and performance testing◆ Mechanical Seals – Engineer retrofitting, repair, and failure analysis◆ Modification – Material upgrades, improvements with bearings, bearing housings, shafting, impellers, casings and mounting◆ Fabrication – design base and support structures, welding, drill, tap, light lath and mill work◆ Controls – Read and produce drawings, trouble shoot and install◆ Service Programs – Through predictive and preventative maintenance, using vibration data and motor circuit testing including reports
Equipment Experience	<ul style="list-style-type: none">◆ Vibration Data Collection◆ Dynamic Balancing Equipment◆ Motor Circuit Analysis◆ Alignment◆ Control Trouble Shooting
Education	<ul style="list-style-type: none">◆ Electric League – Adjustable Frequency Drives, Motor Control Application, Electric Motor Technology and Fundamentals of Electricity◆ Performance Training Associates – Electrical Control Circuits◆ Multitrode – Controls◆ PdMA – Motor Circuit Analysis◆ SKF Bearings – Root Cause Failure Analysis, Motor and Pump



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- ◆ IRD MechAnalysis Inc. - Vibration Analyst
 - ◆ Rockwell Automation – Vibration Analysis and Balancing
 - ◆ Full Spectrum Diagnostics - Vibration Analyst
- OEM**
- ◆ ABS: Submersible Pumps
 - ◆ Allen-Bradley: Adjustable Speed Drives
 - ◆ Chesterton Seals: Mechanical Seal School
 - ◆ Ebara: FMC, Maintenance and Repair
 - ◆ Five Star Seals: Mechanical Seal School
 - ◆ Fairbanks Morse: Sales and Service Training
 - ◆ Flygt: FMC Pumps, Mixers and Controls
 - ◆ Gorman Rupp: Self-Priming, Centrifugal and Submersible
 - ◆ Hypro: Pump Repair
 - ◆ Moyno: Progressive Cavity Pumps
 - ◆ Tsurumi: Submersible Pumps
 - ◆ Viking: Gear and Lobe Pumps
 - ◆ Lamson Corporation Blowers
 - ◆ KSB Pump



JCI Industries, LLC
1161 SE Hamblen Road
Lee's Summit, MO 64081
ddake@jciind.com
Office 816-525-3320
Cell 816-500-5051

Dustin Dake

Field Service Technician

Upon completion of Pipe Welding Training, I accepted a position in the Chemical Process Industry. After nearly a decade in chemicals I decided to focus on the Rotating Equipment Industry. Since joining JCI I have been in the field environment specializing in pumps, motors and projects. My current focus industries are Wastewater, Water, Industrial Process Plants, and Manufacturing Facilities.

Industry Experience	Industrial construction and maintenance for 15 years. In the Rotating Equipment maintenance and repair business for the last 5 years.
Responsibilities	<ul style="list-style-type: none">◆ Effectively communicate with clients to diagnose and repair pump and motor issues◆ Troubleshoot rotating equipment◆ Troubleshoot process piping systems◆ Preventative Maintenance◆ Vibration predictive data collection◆ Initiate and lead safety meetings◆ Make repair decisions with a customer conscious mentality◆ Effectively reporting completed repairs or findings
Project Experience	<ul style="list-style-type: none">◆ Sherwin Williams Vac-U-Max Project◆ Simmons Foods Vac-U-Max Project◆ Omaha MUD valve actuator Refurbish◆ Nucor pump and piping upgrades◆ Fort Leonard Wood Bar Screen Upgrade◆ Clinton Dry-pit Retrofit◆ Leavenworth Clarifier Retrofit◆ Leavenworth Lime Slaker Retrofit◆ Leavenworth Soda Ash Retrofit
Certification	Missouri Welding Institute <ul style="list-style-type: none">◆ Structural Multi-process Welding◆ Pipe Multi-process Welding



JCI Industries, LLC
1161 SE Hamblen Road
Lee's Summit, MO 64081
csmith@jciind.com
Office 816-525-3320
Cell 816-500-9504

Charles Smith

Field Service Technician

During my 5 years of serving in the Commercial Drilling Industry, I discovered my interest in rotating equipment. I decided to focus on the Rotating Equipment Industry. Since joining JCI I have been in the field environment specializing in pumps, motors, and projects. My current focus industries are Wastewater, Water, Industrial Process Plants, and Manufacturing Facilities.

Industry Experience	Commercial drilling and complex maintenance for 5 years. Rotating Equipment maintenance and repair business for the last 8 years.
Responsibilities	<ul style="list-style-type: none">◆ Effectively communicate with clients to diagnose and repair pump and motor issues◆ Troubleshoot rotating equipment◆ Troubleshoot process piping systems◆ Preventative Maintenance◆ Pre-bid meetings and job scope reviews◆ Project Execution◆ Initiate and lead safety meetings◆ Effectively reporting completed repairs or findings
Project Experience	<ul style="list-style-type: none">◆ Sherwin Williams Vac-U-Max Project◆ Simmons Foods Vac-U-Max Project◆ Omaha MUD valve actuator Refurbish◆ Nucor pump and piping upgrades◆ Fort Leonard Wood Bar Screen Upgrade◆ Clinton Dry-pit Retrofit◆ Leavenworth Clarifier Retrofit◆ Leavenworth Lime Slaker Retrofit◆ Leavenworth Soda Ash Retrofit
Certification	Metropolitan Community College of Kansas City <ul style="list-style-type: none">◆ Welding and Welding Theory 3.0◆ Blue print interpretation◆ Wild Well training



JCI Industries, LLC
1161 SE Hamblen Road
Lee's Summit, MO 64081
cjackson@jciind.com
Office 816-525-3320
Cell 816-702-9457

Chris Jackson

Field Service Technician

After Serving over 10 years in the United States Marine Corps, Chris has dedicated his post military focus to serving in the Rotating Equipment Industry. Chris has worked in the shop and field environments specializing in pumps and motors. The main industries that Chris currently serves are Wastewater, Water, Industrial Process Plants, and Manufacturing Facilities.

Industry Experience	In the Rotating Equipment maintenance and repair business for 5 years.
Responsibilities	<ul style="list-style-type: none">◆ Effectively communicate with clients to diagnose and repair pump and motor issues◆ Initiate and lead safety meetings◆ Make repair decisions with a customer conscious mentality◆ Effectively reporting completed repairs or findings
Project Experience	<ul style="list-style-type: none">◆ Sherwin Williams Vac-U-Max Project◆ Simmons Foods Vac-U-Max Project◆ Clinton Dry-pit Retrofit◆ Leavenworth Clarifier Retrofit◆ Leavenworth Lime Slaker Retrofit◆ Leavenworth Soda Ash Retrofit
Education	United States Marine Corps <ul style="list-style-type: none">◆ Mechanical Fabrication and Repair Wichita State University Tech <ul style="list-style-type: none">◆ AAS Nondestructive Testing◆ AAS Predictive NDT Technologies

City of Independence, Missouri Business License

Expiration Date: 7/31/2022

Account #: 106361

Licensed Business:

JCI INDUSTRIES LLC
1161 SE HAMBLEN ROAD
LEES SUMMIT MO 64081

Business Type:

INDUSTRIAL
SUPPLY/EQUIP-INSTL/SVC

Business will operate in conformity and subject to Ordinances of the City of Independence, Missouri and the Statutes of the State of Missouri.

JAMES M DRISKELL
1161 SE HAMBLEN ROAD
LEES SUMMIT MO 64081


Community Development Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Columbus 565 Metro Place South, Ste 450 Dublin OH 43017	CONTACT NAME: Kate Meeker PHONE (A/C, No, Ext): 614-932-1200 E-MAIL ADDRESS: kate.meeker@hylant.com FAX (A/C, No): 614-932-1299
INSURED JCI Industries, LLC. 1161 S.E. Hamblen Road Lee's Summit MO 64081	License#: 23894 OHIOIRA-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co	25615
INSURER B : Phoenix Insurance Company	25623
INSURER C : Travelers Prop Cas Co of Amer	25674
INSURER D : The Travelers Indemnity Company	25658
INSURER E :	
INSURER F :	

COVERAGES
CERTIFICATE NUMBER: 169065271

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6307E778758COF20	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 11,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Y8107E778758PHX20	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp&Coll Deductible \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7P4646002014	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB2N8957902014	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER OH Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage Effective 12/18/2020

CERTIFICATE HOLDER
CANCELLATION

City of Independence, Missouri
 PO Box 1019
 Independence MO 64051-0519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, JCI Industries, LLC, a Corporation (hereinafter called consultant).

WITNESSETH:

WHEREAS, City requires JCI Industries, LLC services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;

NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be TBD.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by TBD After Issuance of P.O..

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed See Proposal.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

ARTICLE 5 – PERMITS AND LICENSES

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9– LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

ARTICLE 10 – INSURANCE

General Services

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 14– WAIVER

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 17 – ASSIGNMENT

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 18– THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 19– INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20– AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the consultant agrees as follows:
The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that

consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Mark Swendrowski

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 25 – SEPARATE CONTRACTS

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 26 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.


IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By _____

Date _____

Consultant

By 
Dirk Bennett, P.E.
Title Executive Vice President - Operations

Date January 18, 2022



Solutions Powered By Partnership

SERVICE CAPABILITIES

JCI INDUSTRIES, INC.



24 Hour Service

800-366-7867

www.jciind.com



Kansas City, MO
816-525-3320

SWMO
417-623-4544

Jefferson City, MO
573-636-7061

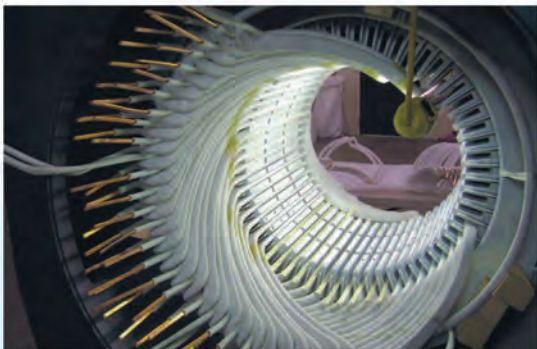
Wichita, KS
316-942-6200

Dodge City, KS
620-408-9500

Lincoln, NE
402-325-0425

Des Moines, IA
515-414-9006

Rogers, AR
479-636-1261



Medium Voltage Motor Rewind – Form Coils



Motor Testing



Low Voltage Motor Rewind – Random Wound

Electrical Motor Repair

JCI repairs all makes and models of low and medium voltage AC and DC electric motors. The extensive experience of our skilled technicians, together with full engineering support and comprehensive quality control program, ensure the highest quality repair.

JCI's motor shop can provide expedited 24 hour emergency service along with on-site testing and preventative maintenance programs.

Repair Services & Features:

- AC & DC Motor/Generator Repair
- AC & DC Drives, Motor Controls, and Soft Starts
- UL Authorized Repair of Explosion-Proof Motors for Hazardous Locations
- Full Voltage Testing 110V to 7200V
- PdMA Testing
- Rewinds: Fractional to 5000 HP
- VPI Capability
- Inverter Duty Wire and Insulation Materials
- Automated Coil Winding Machines
- NEMA Frame Low Voltage 110V to 600V
- Medium Voltage 2300V to 7200V
- Vertical Pump Motors
- Slip Ring Motors
- Brush Shifting Motors
- Modifications & Redesigns
- Dynamic Balancing
- Field Service for On-Site Testing, Alignment and Vibration
- EASA Member



Bayco Bake Oven (10' long X 6' wide X 7' tall)

Field Service

JCI's experienced field service crews can handle your rotating equipment installation, removal, start-up and troubleshooting. JCI has a fleet of fully equipped field service vehicles available 24/7 for emergency needs.

- Laser Alignment
- Turnkey Installation
- Field Start-Up and Troubleshooting
- Retrofits
- Vibration Measurement and Analysis
- Piping Plans
- Use and Maintenance Training (In House or Field)
- PdMA Testing
- Dynamic Balancing
- 24 Hour Emergency Repair Service
- Contract Service and Maintenance Programs
- VFD Programming, Start-Up & Factory Authorized Service



JCI Service Fleet



Field Service Removal of VTP



Pump Repair Area

Pump Repair

JCI repairs and rebuilds all makes and models of pumps and is a factory authorized repair center for several major manufacturers and their heritage products. Together with full engineering support and a comprehensive quality control program, JCI's factory-trained technicians perform thorough inspections, create accurate proposals and well-documented repairs. This ensures that the high standards of manufacturing partners and customers are met or exceeded.

Types of Pumps Serviced:

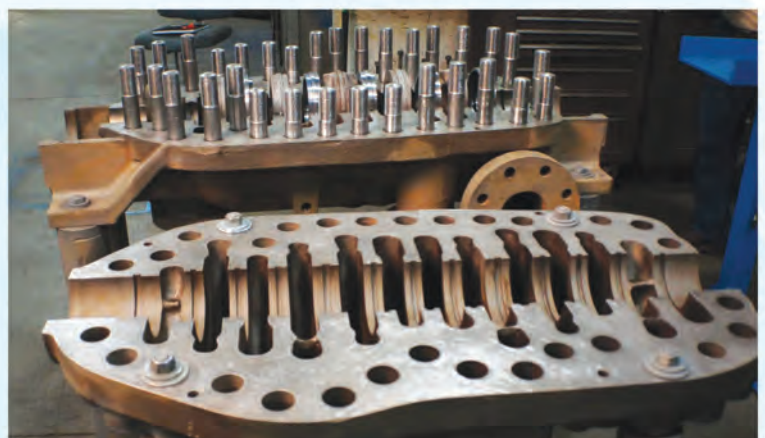
- End Suction
- Split Case, Single, Multistage, Boiler Feed
- Vertical Turbine, Axial, Mixed Flow
- Submersible
- Vertical Inline
- Gear, Lobe, Vane
- Progressive Cavity
- Circumferential Piston
- Diaphragm
- Vacuum, Blowers, Compressors
- API, Slurry, ANSI/ASME



Vertical Turbine Pump Repair

Pump Repair Services & Features:

- Use of OEM or Custom Parts
- Non-Destructive Testing and Examination
- Fabrication/ Welding (TIG/MIG/Stick)
- Gearbox Repair
- 80,000 lb. Lifting Capacity – Multiple Bridge and Jib Cranes including (2) 20 Ton Bridge Cranes
- Vertical Turbine Re-Bowling
- 24 Hour Emergency Repair
- Training Seminars Available



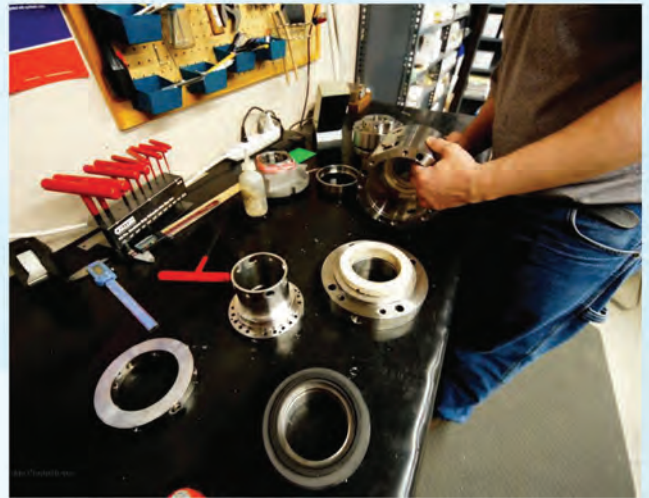
Horizontal Splitcase Pump Repair

Mechanical Seals

JCI offers mechanical seal services, including seal application design & recommendation, seal failure analysis, and complete seal repair and installation for a wide variety of industries. JCI is the authorized distributor of Flowserve Fluid Sealing Devices in Kansas, Western Missouri, and Nebraska. JCI's mechanical seal specialists have 60+ years of combined experience.

JCI's Complete Line of Mechanical Seals Includes:

- Cartridge Seals
- Dry-Running Seals
- Metal Bellows
- Elastomeric Bellows
- Split Seals
- Gas Barrier Seals for Zero Emissions
- Diamond Coated Silicon Carbide Seal Faces
- Bearing Protection Devices
- Seal Chamber Auxiliary Equipment



Mechanical Seal Repair

Fabrication

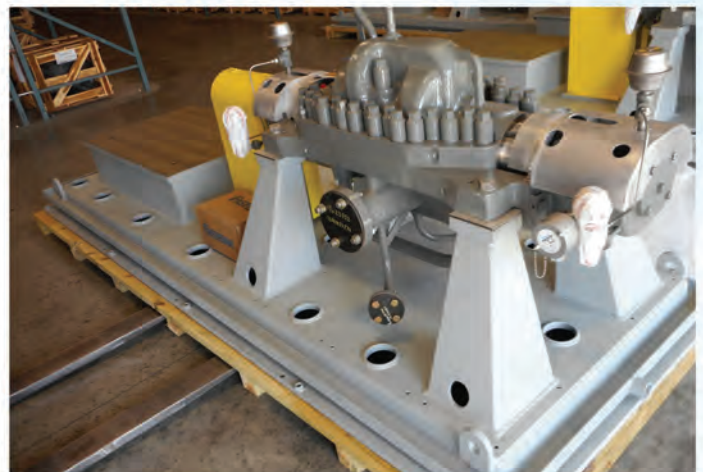
JCI's fabrication abilities extend beyond standard pump and motor skids and include custom engineered API compliant assemblies.

Core Capabilities Include:

- AutoCAD Drafting
- Reverse Engineering
- Custom Design, and Engineering, including Baseplates
- Turning, Boring, Milling, Broaching, Drilling, Blasting
- Plasma & Oxygen-Acetylene Cutting
- Certified Weld Procedures including GMAW (MIG), GTAW (TIG), SMAW (Stick)
- Industrial Blasting and Coating
- Industrial Grinding and Polishing
- Pre-Grouting of Baseplates
- Package Systems with Controls
- Complete Pump and Driver Skids



Baseplate Fabrication



Boiler Feed Pump Skid

Machining Capabilities

JCI's 45,000 square foot shop was expanded to allow for additional equipment, improved workflow, and increased capacity and capabilities.

Equipment Highlights Include:

- 74" Bullard VTL with 60" Under Head
- 5" G&L Horizontal Boring Mill with 96" Vertical Travel X 132" Cross Travel
- Bridgeport #1, #2 and Summit Variable Speed Vertical Milling Machines
- Surface Grinding, including Blanchard Grinder
- OD and ID Grinders
- Shaft Straightening
- Welding – TIG/MIG/Stick
- Multiple Lathes, with up to 53" Swing and 192" Length Between Centers
- Parts Manufacturing
- CAD Capabilities
- Schenck Balancer 96" Swing, 5500 lbs. for Dynamic Balancing
- 288 Square Foot Media Blasting Room



Schenck Balancer



American Engine Lathe – 53" Swing, 192" Between Centers



Machining VTP Diffuser



Machining Area



Machining Impeller OD on VTL



Machining Discharge Head on 5" G&L Horizontal Mill