



## Department of PUBLIC WORKS

2232 E. Washington Street, East Peoria, IL 61611

Telephone: (309) 698-4715

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Commissioners

Dan Decker Mike Sutherland

**TO:** The Honorable Mayor and the City Council

**THRU:** Michael Sutherland, Commissioner of Public Property

**FROM:** Cord Crisler, Water and Wastewater Superintendent

**DATE:** July 14, 2022

**SUBJECT:** Walmart Lift Station Pump replacement

**DISCUSSION:** The pump motors at the Walmart Lift Station have exceeded their life expectancy and are presenting a safety hazard to the employees. The proposed pump replacements are a submersible style pumps and will greatly reduce maintenance and the need for an employee to enter a confined space while improving system reliability.

**RECOMMENDATION:**

Approve proposal from Electric Pump for \$127,145 for new pumps, power cables, piping, fabricated spools, and other ancillaries required for installation.

**RESOLUTION NO. 2223-039**

**East Peoria, Illinois**

\_\_\_\_\_, 2022

**RESOLUTION BY COMMISSIONER \_\_\_\_\_**

**WHEREAS**, the pump motors at the Walmart Lift Station have exceeded their life expectancy, are presenting a safety hazard to employees, and are need of replacement; and

**WHEREAS**, it is in the best interest of the City to replace these pumps at the Walmart Lift Station with submersible style pumps that will reduce the required future maintenance of these pumps and the need for employees to enter into the space while improving system reliability (the "Walmart Lift Station Pump Replacement"); and

**WHEREAS**, Electric Pump has provided a Proposal to complete the Walmart Lift Station Pump Replacement Project, including all necessary equipment and parts to complete the Project, in the amount of \$127,145.00 under the terms and conditions set forth in the Proposal attached hereto as "Exhibit A" and incorporated herein by reference (the "Proposal"); and

**WHEREAS**, the City hereby finds that it is in the best interest of the City to accept and approve the Proposal from Electric Pump for the Walmart Lift Station Pump Replacement Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** the City hereby approves the Proposal from Electric Pump for the purchase of necessary equipment and related parts for the Walmart Lift Station Pump Replacement Project, and the Mayor or his designee is hereby authorized and directed to execute the Proposal for the purchase of necessary equipment and parts for the Walmart Lift Station Pump Replacement Project under such terms and conditions as the Mayor in his discretion may approve at a total cost not to exceed \$127,145.00; provided, however that the City shall have no obligation under the terms of this Resolution until an executed original of such Proposal has been delivered to Electric Pump.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**Proposal from Electric Pump: Walmart Lift Station Pump Replacement Project**



4280 E. 14<sup>th</sup> St.  
Des Moines, IA 50313  
Office: 515-265-2222  
Toll Free: 800-383-7867  
Fax: 515-265-8079

201 4th Ave SW  
New Prague, MN 56071  
Office: 952-758-6600  
Toll Free: 800-536-5394  
Fax: 952-758-7778

TO: City of East Peoria / Cord Crisler / cordcrisler@cityofeastpeoria.com  
REF: Super Walmart Lift Station Retrofit Proposal  
East Peoria, IL  
DATE: July 8, 2022  
SCOPE: Remove and replace existing dry pit pumps with Flygt Dry-pit Submersible pumps. Remove and replace existing pump station control panel

***Dry-pit Submersible Pumps & Controls Retrofit***

**Dry-Pit Submersible Pumps**

- Two (2) Flygt NT3153-463HT vertically mounted dry-pit submersible pump. Pump to be furnished with the following:
- 20hp, 460V, 3phase, 60Hz, submersible motor
  - Hard Iron N-Impeller
  - 65' Power cable
  - Pump Discharge 4"
  - Pump Suction Elbow 6"
  - Vertical Adjustable Metal Pump Stand
  - Flygt Mini-Cas for pump monitoring (*mounted in control panel*)

**Piping, Fittings, Hardware**

- Two (2) 4" DIP Spool Piece  
Two (2) 4" Uni-Flange  
Four (4) 4" bolt & gasket kit  
Two (2) 8"x6" Space Saver Reducing Flange (suction) w/ gaskets  
One (1) Lot of hardware for retrofit to include anchor bolts, misc. nuts/bolts, and shop supplies

**Pump Station Control Panel**

- One (1) Control Panel including the following:

One (1) Year Cellular Service. After 1<sup>st</sup> year, Cellular Service is \$20.00/month - \$240.00/year, per location

One (1) Lot of freight, installation and startup services included for the complete retrofit

**Total Selling Price: \$127,145.00 plus tax**

**Note the following:**

- Current Estimated Lead Times:
  - Pumps: 12 – 16 weeks ARO
  - Controls: 15 – 20 weeks ARO
- Salvaging/Disposal of Old Equipment, Pressure Gauges, Sump Pump, Vent Piping, Bypass Pumping, Vacuum Truck Services, Concrete, Hatches, Cranes, Generators, Generator Receptacles, Transformers, Meter Sockets, Disconnects, Breaker Panels, Distribution Panels, Transfer Switches, SCADA, Junction Boxes, Valves, Station piping and anything that's not specifically mentioned in this proposal are the responsibility of others

Thank you for your consideration,

John Leto (515) 707-6024  
cc: Taylor Musselman (515) 265-2222

## Purchase Agreement:

\*\*Ship to Address:

ATTN: \_\_\_\_\_

Tagging Instructions: \_\_\_\_\_

### **Note the following:**

- Return this purchase agreement to Holden Terpstra at holdent@electricpump.com or via fax (515) 265-8079

Payment: Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which is firm for (30) thirty days from the above date, and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. **The prices quoted for equipment are valid until 6-30-22.** If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Sales and use tax are not included.
7. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
8. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
9. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
10. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN

CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.

11. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.
12. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

\*\*\*We need a hard copy of this agreement and/or a Purchase Order to start the submittal process.\*\*\*\*\*

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Purchase Order Amount \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\*\*A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax exempt form must be supplied for our records