



Department of PUBLIC WORKS

2232 E. Washington Street, East Peoria, IL 61611

Telephone: (309) 698-4715

Fax: (309) 698-4730

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: Cooper Park Lift Station Pump replacement revised quotation

DISCUSSION: The pump motors at the Cooper Park Lift Station have exceeded their life expectancy and are presenting a safety hazard. The proposed pump replacement are submersible style pumps and will greatly reduce maintenance and the need for an employee to enter a confined space. A proposal was run before council on 03/15/2022 for \$77,335.00 and approved. We have discovered a few adjustments are required and a new proposal was created as a result.

RECOMMENDATION:

Approve proposal from Electric Pump for \$83,490.00 for new pumps, power cables, piping, fabricated spools, and other ancillaries required for installation.

RESOLUTION NO. 2223-040

East Peoria, Illinois

_____, 2022

RESOLUTION BY COMMISSIONER _____

WHEREAS, the pump motors at the Cooper Park Lift Station have exceeded their life expectancy and are need of replacement; and

WHEREAS, it is in the best interest of the City to replace these pumps at the Cooper Park Lift Station with submersible style pumps that will reduce the required future maintenance of these pumps (the “Cooper Park Lift Station Pump Replacement”); and

WHEREAS, the City Council previously approved a Proposal from Electric Pump to complete the Cooper Park Lift Station Pump Replacement Project by approving Resolution Number 2122-112 on March 15, 2022; and

WHEREAS, City Officials have discovered that a few adjustments to the initial project are necessary in order to properly complete this Cooper Park Lift Station Pump Replacement Project that will increase the cost of this Project over the amount that was previously approved by the City; and

WHEREAS, Electric Pump has provided a new proposal to complete the Cooper Park Lift Station Pump Replacement Project with the required adjustment, including all necessary equipment and parts to complete the Project, in the amount of \$83,490.00 under the terms and conditions set forth in the New Proposal attached hereto as “Exhibit A” and incorporated herein by reference (the “ New Proposal”); and

WHEREAS, the City hereby finds that it is in the best interest of the City to accept and approve the New Proposal from adjusted Electric Pump for the Cooper Park 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 New Proposal from Electric Pump for the purchase of necessary equipment and related parts for the adjusted Cooper Park Lift Station Pump Replacement Project, and the Mayor or his designee is hereby authorized and directed to execute the New Proposal for the purchase of necessary equipment and parts for the adjusted Cooper Park Lift Station Pump Revised Replacement Project under such terms and conditions as the Mayor in his discretion may approve at a total cost not to exceed \$83,490.00; provided, however that the City shall have no obligation under the terms of this Resolution until an executed original of such New Proposal has been delivered to Electric Pump.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**New Proposal from Electric Pump:
Cooper Park Lift Station Pump Replacement Project**



4280 E. 14th 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: Cooper Park Lift Station Retrofit Proposal
East Peoria, IL
DATE: January 19th, 2021

Dry-pit Submersible Pumps & Accessories

Based on a design of 300gpm @ 30' TDH

- Two (2) Flygt NT3102-464MT horizontally mounted dry-pit submersible pump.
Pump to be furnished with the following:
- 5.5hp, 230V, 3phase, 60Hz, explosion proof motor
 - Hard Iron N-Impeller
 - 50' Power cable
 - Pump Discharge 4"
 - Pump Inlet 4"
 - Adjustable Metal Pump Inlet Stand complete with rotating plate, 360° rotation
 - Flygt Mini-Cas for pump monitoring (***mounted in control panel***)
- One (1) Lot of Piping, Valves, Elbows, Gasket Kits, and Spools
- One (1) Control Panel including the following:
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One (1) Lot of freight and startup services included

Total Selling Price: \$83,490.00 plus tax

Note the following:

- Anchor bolts, Junction Box, External Reducers, External Valves, External Piping, Conduit, Installation of equipment and anything that's not specifically mentioned in this proposal is the responsibility of others

Thank you for your consideration,

John Leto (515) 707-6024

cc: Holden Terpstra (515) 265-2222

Purchase Agreement: East Peoria, IL - Cooper Park Lift Station Retrofit Proposal

**Ship to Address: (*Pumps*)

ATTN: _____

Tagging Instructions: _____

**Ship to Address: (*Controls*)

ATTN: _____

Tagging Instructions: _____

**Ship to Address: (*Piping*)

ATTN: _____

Tagging Instructions: _____

Note the following:

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

Delivery: Pumps: 10 – 14 Weeks after approval of submittals
Controls: 15 – 20 Weeks after approval of submittals
Piping: 3 – 5 Weeks after approval of submittals

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