

**RESOLUTION NO. R2022- [REDACTED]**

**A RESOLUTION APPROVING A CONTRACT  
WITH METROPOLITAN PUMP COMPANY FOR  
THE PURCHASE OF LIFT STATION EQUIPMENT**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City's Public Works Department has identified the need to replace the control panel and install other equipment updates to the City's lift station (collectively, "**Lift Station Equipment**"); and

WHEREAS, Metropolitan Pump Company, a division of Metropolitan Industries, Inc., of Romeoville, Illinois ("**Contractor**") submitted a quote for the provision of the Lift Station Equipment in the amount of \$68,612.00; and

WHEREAS, pursuant to Section 1-8-4.B.6.a.1, the Mayor and the City Council have determined that the purchase of the Lift Station Equipment is not adaptable to award by competitive bidding because the Contractor is the only source of the Lift Station Equipment; and

WHEREAS, the City has budgeted sufficient funds for the procurement of the Lift Station Equipment in the 2022-2023 fiscal year; and

WHEREAS, the City desires to enter into a contract with Contractor for the purchase the Lift Station Equipment at the quoted price ("**Contract**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interests of the City and the public to authorize the purchase of the Lift Station Equipment from Contractor;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1: Recitals.** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**SECTION 2: Approval of Contract.** The Contract with Contractor, in the amount of \$68,612.00, is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

**SECTION 3: Execution.** The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Contract only after receipt by the City Administrator of at least two executed copies of the Contract from Contractor; provided, however, that if the City Administrator does not receive such executed copies of the Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract shall, at the option of the City Council, be null and void.

**SECTION 4: Effective Date.** This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**CONTRACT**

**PROJECT:** River Oaks LS  
Warrenville, Illinois  
**BIDS DUE:** ASAP  
**ENGINEER:** N/A

**TO:** Mr. John Satter  
City of Warrenville  
Satter, John <jsatter@warrenville.il.us>  
(630) 836-3051

**REVISION #1**

We are pleased to provide a QUOTE on the following equipment for the subject project.

**Control Panel Replacement With Painted Steel Traffic Box Enclosure and Accessories**

- Qty (1) UL approval type 508 for Industrial Control Panels
- Qty (1) Weather Protected pad Mounted Freestanding Traffic Enclosure, Painted Steel
- Qty (1) Louver and Filter Kit
- Qty (1) GFIC Convenience Outlet
- Qty (1) Heater and thermostat
- Qty (1) Cord Reel Dop Light
- Qty (1) Manual Transfer Switch and Generator Receptacle

**Pump Control Panel To Include The Following**

- Duplex LMSII, 230 volt, 3 phase, 60Hz, 4.7HP
- Qty (1) Control Panel Enclosure Nema 1 with Sub panel
- Qty (1) Micrologix 1400 PLC, 24V power, & I/O
- Qty (1) Memory Module
- Qty (1) Programming
- Qty (1) Serial Null Modem cable
- Qty (1) 7" Touchscreen, 2 Comm Ports, Ethernet Port
- Qty (2) Seal Fail Sensor For Hydromatic Pumps, 8 Pin
- Qty (1) Intrinsically Safe Barrier for transducer
- Qty (1) Intrinsically Safe Relay for float switches, 5 channel
- Qty (1) Non-Fused Disconnect, 600V 100A 3P, 24v Control, 5HP
- Qty (1) Disconnect Handle
- Qty (1) Shaft for handle disconnect
- Qty (2) Motor Starters Contactor
- Qty (2) Thermal Overload Relays
- Qty (2) Circuit breakers, TM, Recessed panel Din Rail Mount
- Qty (1) Equipment Ground Bar
- Qty (1) Lot: Circuit breakers and fuse blocks
- Qty (1) Lot: Distribution block or distribution lugs
- Qty (1) Lot: Relays, Timers and Relay Sockets
- Qty (1) Lot: Operator Controls, 22mm

**TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.**

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATIONS IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	_____	Budget No:	KT31521MN-REV#1
Firm:	_____	Submitted:	5/11/2022
By:	_____	Void after:	30-Jun-22
Title:	_____	Prepared By:	Ken Turnquist

**PROJECT:** River Oaks LS  
Warrenville, Illinois

**Continued from page #1**

- Qty (1) Heater din rail mount and thermostat
- Qty (1) Duplex Outlet, 15A w/ cover and KO outlet Box
- Qty (1) DC Power Supply
- Qty (1) UPS Control Unit, Battery Module for Batteries and Gel Cell Battery
- Qty (1) 5 port Ethernet Switch, Unmanaged
- Qty (1) Ethernet Patch cable, 3' and 7'
- Qty (2) Panorama Antennas Wmmg-7-27-5sp Wall mount with Gain MIMO Ce
- Qty (2) Polyphaser, Antenna Filter, Bi-Directional, 698V
- Qty (4) SMA Mail Crimp Plug Connection, RG-58U
- Qty (1) 10ft. 8240 Belden Coaxial Cable, RG58/U 50Ohm Imp. 20AWH
- Qty (1) Slim Line Relay, DPDT, 5A, 24v (Cell Modem Reset)
- Qty (1) relay Base, 8 Blade, Screw Terminal, 8A (Cell Modem Reset)
- Qty (1) Retainer & Eject Lever for Slim Line Relay
- Qty (1) Secondary surge protector
- Qty (1) Radar Transducer included (Primary Control)
- Qty (1) Submersible Transducer
- Qty (4) Mechanical floats with Chain and Anchor Float Mounting System and Bracket (Back Up Control)

**Pumps and Accessories**

- Qty (2) Wilo FA 10.22W 40ft. Cords Submersible Dry-Pit Pump with 40ft. Cord Recessed Impeller with Ceram Coating, 4 inch discharge, 4.70 HP, 230 Volt, 3 phase
- Qty (2) 4 Inch Wafer Check Valves
- Qty (2) 4 inch EPC
- Qty (2) Offset EPC

**Note:**

- Existing Base to be used with new pumps.
- Installation to be by the City of Warrenville

**Total Budget for the equipment as mentioned in this proposal is:**

**\$68,612.00**

(Taxes Not Included)

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# METROPOLITAN



**PUMP COMPANY**  
 A Division of METROPOLITAN INDUSTRIES, INC.  
 37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343  
 (815) 886-9200 • FAX (815) 886-4573  
 www.metropolitanind.com

## QUOTATION

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PROJECT: River Oaks LS  
 Warrenville, Illinois

Continued from page #2

**Notes:**

- Metropolitan to furnish new controls.
- City of Warrenville to install and reuse service disconnect & existing service & meter
- City of Warrenville to provide all installation and new conduits if required
- Above pricing includes start up of system, on site training and freight.
- Verizon Cellular Service is already under a separate contract.
- Existing Cellular Modem to be reused and relocated in the new controls for the Cloud SCADA.

**Exclusions:**

- Only the items metioned above are included in this proposal.
- Permits, fees, taxes, Utilities fees, allowances and bonding is not included.
- Outside Alarm light is not included in this proposal.
- ComEd Coordination
- Concrete work is figured to not be required or included at this time.
- Existing pumps to be removed and replaced by the City of Warrenville.

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Title: _____	Prepared By: _____	Ken Turnquist

STANDARD CONDITIONS OF SALE  
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferral period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.