

RESOLUTION NO. 2022-65**A RESOLUTION WAIVING COMPETITIVE BIDDING AND
APPROVING THE PURCHASE OF A
NEW PUMP FOR CERNY PARK FROM METROPOLITAN PUMP COMPANY**

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 has identified the need to purchase a new pump ("**Pump**") for the Cerny Park Storm Water Lift Station ("**Cerny Park Lift Station**"); and

WHEREAS, Metropolitan Pump Company ("**Vendor**") is the only manufacturer and vendor of the pump used in Cerny Park Lift Station; and

WHEREAS, Vendor submitted a proposal for the purchase of the Pump in the total not-to-exceed amount of \$34,697 ("**Proposal**"); and

WHEREAS, in accordance with Section 1-8-4.B.6.a.1 of the Warrenville City Code ("**City Code**"), the City has determined that purchase of the Pump is not adaptable to award by competitive bidding because the Cerny Park Lift Station is a critical and integral part of the City's storm water infrastructure and Vendor is the only source of the Pump; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interests of the City and the public to waive the competitive bidding requirements in the City Code and purchase the Pump from Vendor at the price proposed;

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: Waiver of Competitive Bidding. Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City's home rule authority, the City Council waives the requirement of competitive bidding for the Pump.

SECTION 3: Approval of Purchase. The City Council hereby approves the purchase of the Pump from Vendor in the not-to-exceed amount of \$34,697, in accordance with the Proposal attached to, and made a part of this Resolution, as **Exhibit A**.

SECTION 4: Execution of Required Documentation. The City Administrator, or her designee, is authorized to execute, on behalf of the City, all documents acceptable to the City Administrator and the City Attorney necessary to complete the purchase of the Pump from Vendor.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
PROPOSAL

METROPOLITAN

PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343

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QUOTATION

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TO: Mr. John Satter
City of Warrenville
Satter, John <jsatter@warrenville.il.us>

PROJECT: Replacement Pump
Cerny Park
Warrenville, IL

We are pleased to provide the following PROPOSAL for the equipment listed below:

Warrenville, IL - Cerny Park Storm Water Lift Station

Qty.	Description
1	S8L2500M4-8, 25 HP, 460/3, 15" Imp, 75' Cable
1	Sealing Flange Hydrorail
1	Carrier Hydrorail
17'	SST 5/16 Chain
2	SST Shackles

Your cost for the above listed equipment, including freight, is: \$34,697.00
(Taxes not Included)

NOTES & CLARIFICATIONS:

INCLUDED: Only the equipment listed in the above description.

NOT INCLUDED: Anything not listed in the above description, offloading, installation, start-up, and taxes.

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: _____	Quotation No: <u>KT111621MN</u>
Firm: _____	Submitted: <u>19-Aug-22</u>
By: _____	Void after: <u>60 Days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

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 the 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 date, same shall be acceptable on the following conditions only:

(a) Deferment 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 time 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.