



1202 Musser Street
Muscatine, IA 52761-1645
(563) 263-2752
Fax (563) 263-3720

MEMORANDUM

WATER & RESOURCE RECOVERY FACILITY

To: Gregg Mandsager, City Administrator

CC: Nancy Lueck, Finance Director
Cinda Hilger, Secretary

From: Jon Koch, WRRF Director

Date: Sept 29, 2019

Re: Papoose Lift Station VFD Replacement

INTRODUCTION: The City has received three quotes for the replacement of the three variable frequency drives (VFDs) at the Papoose Lift Station. The low bid is from Primex in the amount of \$56,630.00 for two 250 HP Schneider VFDs installed and one 75 HP Schneider VFD installed. \$100,000.00 was budgeted to replace two of the VFDs.

BACKGROUND: The three VFDs at the Papoose Lift Station are over 25 years old and the system is no longer supported by the manufacturer. City staff has repaired them with all available parts remaining and the program engineer is no longer in business. To maintain the system, new VFDs are required. The other bids were from VMI for \$57,152.51 and from DECCO for \$106,868.00. The DECCO replacement includes new cabinets as they carry Square D VFDs that would not fit in the existing cabinets.

RECOMMENDATION/RATIONALE: Staff recommends approval of a purchase order to Primex in the amount of \$56,630.00 for the purchase of three new VFDs for the Papoose Lift Station.

BACKGROUND:

1. Primex Quote



PROPOSAL:20190898

Bid Date: N/A

From: Mike Voelker

michael.voelker@primexcontrols.com

To: City of Muscatine, IA – Mr. Matt Foor

Re: Muscatine, IA Papoose lift Station VFD replacements - 20190898

Attached is our proposal for equipment and services for the subject project based on our discussions. This proposal will replace Three (3) existing 1978 Square D Variable Frequency Drives

Under this proposal, Primex will supply New Variable Frequency Drives and associated auxiliary components for installation by Primex Field Services. The existing incoming power circuit breakers for Pumps 1, 2, & 3 will remain in service. New fusing, pilot lights and devices, and cooling fans will be installed.

NOTE: Should this proposal result in an order, Primex will require City of Muscatine assistance in mounting the 500 pound drives in the existing panel.

Should you have any questions or require additional information concerning this quotation please contact me at (763)-559-0568.

Sincerely,

Mike Voelker

BILL OF MATERIALS

1. Electrical Equipment

- A. Remove Existing VFD Components in Existing Panel – Turn Over Parts to City of Muscatine.
- B. Provide and Install in Existing Panel: Quantity One (1) Schneider ATV630 VFD for 75 HP, 480 VAC. Reuse existing Pump Circuit Breaker. Includes Remote HIM Module for Inclusion on New Mounting Plate (below) on Front of VFD Section.
- C. Provide and Install in Existing Panel: Quantity Two (2) Schneider ATV630 VFD for 250 HP, 480 VAC. Reuse existing Pump Disconnects. Includes Remote HIM Modules for Inclusion on New Mounting Plate (below) on Front of VFD Section(s).
- D. Provide and Install New Primary Fusing for New VFDs.
- E. Provide and Install Mounting Plate to Cover Existing Holes on Front of Existing Panel Doors. Include Two (2) Pilot Lights (Run and Fail), H-O-A Switch, and Speed Potentiometer (for each VFD above).
- F. Provide and Install New Filter Cooling Fans with Thermostat.
- G. Provide and Install Control Power Transformers for Each Pump Bucket.

2. Services

- A. Engineering
- B. Drafting
- C. Documentation
- D. Startup
- E. Warranty – One Year from Installation
- F. Freight (FOB Shipping Point)

Total Price for the above materials, excluding sales tax is \$56,630.00 USD

OPTION 1:

- Include New Circuit Breakers for Each Pump

Total Price for the above materials (Option 1), excluding sales tax is \$9,861.00 USD
Please add Option 1 Price to the Base Price listed above

OPTION 2:

- Include Optional Ethernet Communications Card with Each VFD Listed Above

Total Price for the above materials (Option 2), excluding sales tax is \$1,232.00 USD
Please add Option 2 Price to the Base Price listed above

Items specifically not included in this proposal

- 1. New Circuit Breakers (See Option 1 to Include)
- 2. VFD Ethernet Communications (See Option 2 to Include)
- 3. Controls and Programming Changes
- 4. Current Transducers (Reuse Existing, if Needed)
- 5. Sales or use tax
- 6. Installation of equipment and job site labor other than as specified
- 7. Receiving and storage of equipment on the job site
- 8. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list.
- 9. Performance, payment or equipment bond of any kind
- 10. Installation of any instruments



11. Field Terminations
12. Mounting of any control panels or hardware
13. Mounting stands, brackets, channel strut or field assemblies of any kind.
14. Permits or Bonding
15. Fiber optic cable, connectors, patch panels, termination and/or testing
16. Electrical testing services

Standard Terms and Conditions

Controlling Provisions: These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.

Quotations and Acceptance: Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and acceptance of the Terms and conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from Buyer. The quantity of the submittal drawing sets will be specified in the contract documents. Additional sets will be supplied at \$300.00 per set. Return to Seller of two (2) final approved drawing sets constitutes notice to Seller to proceed with manufacturing. If Buyer's order is conditioned upon "engineer approval" Seller requires written notification from Buyer in the form of approved submittal data.

Intellectual Property: All software to be developed, devices, designs (including drawings, plans, and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller shall remain the sole intellectual property of Seller. Following acceptance and final payment, Seller shall grant to the Buyer a non-transferable, non-exclusive license to use such material for the Buyer's internal purposes only.

Force Majeure: Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damage suffered by the Buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

Prices and Taxes: All projects prices are "F.O.B. Shipping Point, Freight Allowed to Jobsite" unless expressly stated otherwise. In other words, Seller shall pay for the freight to Buyer's project site; however Buyer shall bear all risk of loss while items are in transit. Non-project or replacement parts are shipped pre-paid and added to any service related invoices. Prices do not include sales, excise, municipal, state, or any other governmental taxes. Buyer shall be responsible for all taxes.

Credit Approval: The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgement, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within three (3) business days of Buyer's receipt of the equipment.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation / return policies and subject to restocking fees and service charges. Authorized return equipment must be packaged and shipped prepaid to manufacturer.

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. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2 % 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 attorney's fees) of collecting amounts due but unpaid.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for collection costs or charges, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from Buyer, including interest on overdue accounts. If Buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide



factory startup assistance and or factory training until all invoices (including retentions) for equipment have been paid in full. Furthermore, Seller shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any products or equipment, or failure to utilize products or equipment properly.

Security Interest: Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice, Seller's taking possession shall be without prejudice to any other remedies Seller may have.

Warranty and Liability: Buyer shall have such warranty rights, and other such warranty rights, only as may be extended by the original manufacturer of the individual products. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operations / Maintenance Manual which accompanies each product. These Warranties do not cover anything considered an "Act of God", is so extraordinary and devoid of human agency that reasonable care would not avoid the consequences. Damages caused by tornadoes, lightning and subsequent utility power surges or variances, perils of the sea, extraordinary floods, fallen trees and severe ice storms are usually considered "Acts of God" does not otherwise offer any guaranty or warranty for the products or assemblies.

Seller disclaims any and all warranties, express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which Seller may have otherwise extended to Buyer. To the extent a limited warranty is extended from Seller it shall begin to run from the date of substantial use of the equipment or substantial completion of the project, whichever occurs sooner in time. All warranties shall be immediately voided if anyone other than a Seller's employee or authorized representative makes any changes, additions, deletions, or adjustments to the products, software and computers provided by Seller.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaption or use of the engineering data or service by Buyer or any third party. Seller shall not be liable for start-up or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder, or (ii) the purchase price of the product in respect of which the claim is made.

Operations / Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$300.00 each.

Applicable Law and Forum: All disputes between Buyer and Seller shall be venued in Hennepin County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by Minnesota Law.