

DATE SUBMITTED 04/14/2016
 SUBMITTED BY Public Services Director.
 DATE ACTION REQUIRED 04/20/2016

Agenda Item No D-4
 CITY COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: BACK-UP PUMPING EQUIPMENT FOR THE SANDALWOOD GLEN PUMP STATION.	
<p align="center">1. APPROVAL TO PURCHASE GORMAN-RUPP RELIA-PRIME BACK-UP SYSTEM FOR SANDALWOOD GLEN PUMP STATION IN THE AMOUNT OF \$160,000.</p>	
DEPARTMENT INVOLVED: Public Services Wastewater	
BACKGROUND/SUMMARY: Sandalwood Glen has become a regional pump station. The Sandalwood Glen and Sky Ranch subdivisions both pump to it as well as the gravity system. Not all areas of the city are on the same IID power circuit. If a power outage occurs at Sandalwood Pump station the others may continue pumping. This could cause an overflow/spill condition. This back-up system will help to prevent on overflow/spill condition. This equipment is in the budget as line item 55-5442 at \$160,000. Each unit costs \$88,450.00 plus tax. We will also need a natural gas line meter, piping and mechanical work including site work. Total not to exceed \$160,000.00	
FISCAL IMPACT: \$160,000.	
STAFF RECOMMENDATION:	
MANAGER'S RECOMMENDATION:	MANAGER'S INITIAL <u>JG</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	



The Gorman-Rupp Company
600 South Airport Road
Mansfield, OH 44903
Phone: (419) 755-1011

PROPOSAL/CONTRACT

Purchaser: City of Imperial
420 South Imperial Avenue
Imperial, CA 92251
Attn: Jackie Loper

For: Sandalwood Pump Station
ReliaPrime Station
Quotation No. C1604636

Note: Our Contract includes the provisions set forth below and the Terms and Conditions on the final page hereof, including without limitation the reservation of security interest and warranty liability and price escalation clause. The information or data contained in the Proposal/Contract is proprietary to The Gorman-Rupp Company and should not be copied, reproduced, duplicated, or disclosed to any third party, in whole or in part, without the prior written consent of The Gorman-Rupp Company. The Gorman-Rupp Company will not be bound by any Terms and Conditions other than those identified in this Proposal/Contract, nor shall The Gorman-Rupp Company be liable for any liquidated damages or be a party to or bound by the terms and conditions of any other contract documents.

One (1) Gorman-Rupp ReliaPrime™ system package, including pumps, engine, controls, piping, accessories, assembled, mounted and tested on skid.

TOTAL STATION PRICE.....\$ 88,450.00

- NOTES: 1) Please refer to the attached scope of supply for a detailed description of the equipment and service included in this proposal contract.
- 2) Price includes freight to the job site, start-up instructions, and operator training.
- 3) The above price does not include sales tax.

To purchase this equipment at the price offered herein, please sign two original Proposal/Contracts and return both originals to the aforementioned address. Upon acceptance of this Proposal/Contract, The Gorman-Rupp Company will execute this Contract and return one fully executed original for your records. Any use by the Purchaser of the price offered herein shall be deemed acceptance by the Purchaser of this Proposal/Contract including all of it Terms and Conditions.

Accepted this _____ day of _____, 20____	Submitted this 13th day of April, 2016
Purchaser: _____ Company Name	Authorized Distributor of the Gorman-Rupp Company: <u>California Environmental Controls, Inc.</u> Company Name
By: _____ Authorized Signature	By: _____ Authorized Signature
Print Name: _____	Print Name: _____
Title: _____	Title: _____

If this proposal is accepted please sign and return to:
The Gorman-Rupp Co.
c/o California Environmental Controls, Inc.
Post office Box 469
Whittier, CA 90608-0469

SCOPE OF SUPPLY

GORMAN-RUPP RELIAPRIME™ PUMP STATION

FOR

City of Imperial – Sandalwood Pump Station

One (1) Gorman-Rupp Model T6A60S-5.7 NG-ESP ReliaPrime™ Station

ITEM	QTY	DESCRIPTION
01	1	Gorman-Rupp ReliaPrime™ Model T6A60S-5.7 NG-ESP including: <ul style="list-style-type: none">○ Natural Gas Pressure Regulator○ Solar Battery Maintenance Kit○ Soundproof (EPA Average 69 dBA at 23 Feet under load)○ Lightweight aluminum enclosure – removable for maintenance of pump or engine – w/padlockable door panels○ Spill containment base w/integral drains and fork lift pockets○ Suction vacuum and discharge pressure gauge kit○ Automatic air release valve with check valve 90 degrees discharge elbow○ EPS auto-start liquid level controls with submersible transducer, with Dual Float System○ Moto-tune service kit○ Battery (shipped loose)
02	2	Gorman-Rupp Pump size: 6" x 6" NPT Male, including: <ul style="list-style-type: none">○ Casing: Gray Iron 30.○ Maximum Operating Pressure 98 psi○ Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12○ Handles 3" Diameter Spherical Solids○ Impeller Shaft, Stainless Steel 17-4 PH○ Replaceable Adjustable Cover Plate: Gray Iron 30; 62 lbs.○ Flap Valve: Neoprene w/Steel Reinforcing○ Seal Plate: Gray Iron 30○ Seal: Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning. Silicon Carbide Rotating and Stationary Faces○ Bearing Housing: Gray Iron 30○ Radial Bearing: Open Single Ball○ Thrust Bearing: Open Double Ball○ Bearing and Seal Cavity Lubrication: SAE 30 NON-Detergent Oil.

The Gorman-Rupp Company

TERMS AND CONDITIONS

PROPOSAL DRAWING and bulletin illustrations are submitted to show general arrangement and approximate dimensions. The Company reserves the right to make such changes in details of design, construction or arrangement of equipment as in its judgment constitute as improvement. Engineering, dimensional and instruction data shall be furnished to the purchaser promptly after acceptance of the proposal for approval. Changes in layout design requested by purchaser after acceptance of proposal will be made at purchaser's expense and may result in a potential change in estimated submittal and/or lead time quoted.

The Gorman-Rupp Company will supply the products as described in this Proposal/Contract (hereinafter the "Scope of Supply"). The products supplied will conform to the Scope of Supply and any modifications thereto as contained in the submittals approved by the project engineer and as received by The Gorman-Rupp Company.

The equipment, apparatus and parts furnished are WARRANTED against defects in materials and workmanship. Specific applicable warranty is available at www.grpumps.com/warranty.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS, SHALL EXIST AS TO ANY EQUIPMENT OR GOODS COVERED HEREBY, ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED BY THE PURCHASER.

The Company will, at its option, repair or replace any equipment or part which proves defective under its warranty provided that the purchaser notifies the Company in writing of such defect within the applicable warranty period and provided further that after start-up service has been performed, the labor to replace accessory items, such as sump pumps, dehumidifiers, relays or alternators, etc., shall be the responsibility of the owner's maintenance personnel. The foregoing states the purchaser's sole remedy for any breach of warranty by the Company.

PRICE ESCALATION CLAUSE:

Quoted prices are firm for sixty (60) days subject to an escalation not to exceed 5% for the following sixty (60) days and 1-1/2% per month thereafter.

Orders accepted by The Gorman-Rupp Company will be held firm if the orders are approved and released for production within sixty (60) days provided shipment is accepted by the customer immediately following completion of production.

Orders accepted by The Gorman-Rupp Company where production release or shipment is delayed by the customer beyond (60) days following acceptance of order by The Gorman-Rupp Company, prices will be subject to an escalation not exceed 1-1/2% per month until again released.

Price escalation will not exceed Federal guidelines.

THE AMOUNT OF ANY APPLICABLE TAX or other Government charge upon the production, sales, shipment and/or use of the equipment covered by this quotation shall be added to the price and shall be paid by the purchaser.

ALL ORDERS SHALL BE MADE OUT to The Gorman-Rupp Company; 600 South Airport Road; Mansfield, Ohio and shall be subject to acceptance by the Company. ORDER MAY BE CANCELED ONLY with the Company's written consent and ON TERMS that will indemnify the Company against loss. Cancellation fees shall be assessed in an amount equal to 50% of the Proposal/Contract amount after acceptance of the proposal for approval and/or purchaser receives submittal information; 100% of the Proposal/Contract amount after acceptance of the proposal for approval and/or verbal written approval release for production.

Performance of any contract by the Company shall be contingent upon credit approval, strikes, fires, accidents, war reduced supply of fuel or raw materials, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable or beyond the control of the Company.

THE COMPANY SHALL NOT, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence.

When purchaser asks that equipment be warehoused or held for a stated or indefinite period after the equipment is ready for shipment, it is expressly understood and agreed that billing will be accepted as of the date when the equipment is ready for shipment and that STORAGE CHARGES (NOT TO EXCEED 1-1/2% PER MONTH) will apply thirty (30) days from that date.

Unless otherwise specified, DELIVERIES QUOTED are figured from the date of release to production. Statements as to expected shipment dates from the factory represent the Company's best judgment. Purchaser hereby waives all claim to damage caused by delay in shipment or delivery.

Unless otherwise specified, TERMS are Net 45 days from date of invoice, F.O.B., Mansfield, Ohio with freight allowed to the job site or first destination, whichever is applicable. All terms of credit are subject to the Company's approval and are independent of and not contingent upon the time and manner in which the purchaser may receive payment from others. Purchaser shall be notified of any changes in credit terms prior to acceptance of order.

ANY INDEBTEDNESS OWING TO THE COMPANY for a period longer than (30) days shall BEAR INTEREST until paid at the current prime rate. If the Company finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, purchaser shall pay all expenses and costs of collection, including reasonable attorney's fees.

THE PROVISIONS on the face hereof and these Terms and conditions constitute the entire agreement among the parties and supersede the provisions of any purchase order, other communication between the parties or any statement or representation not included herein. This Agreement may not be modified or amended except in writing signed by the parties intended to be bound thereby.

This Agreement shall be governed by the laws of the State of Ohio.