

REQUEST FOR COUNCIL ACTION

SUBJECT: Procurement of 2-Irrigation Pump Stations

SUMMARY: Approve a contract with Motor Controls Inc. for the procurement of 2-irrigation pumping stations, one for Soccer Park and one for Veteran's Park in an amount not to exceed \$318,250.00.

FISCAL

IMPACT: Funding is available from Parks Capital Funds.

STAFF RECOMMENDATION:

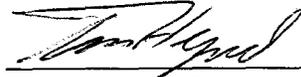
Staff recommends approval of the contract with Motor Controls, Inc. for the procurement of 2-irrigation pumping stations for Soccer Park and Veteran's Park in an amount not to exceed \$318,250.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 15-68 authorizing the Mayor to execute a contract with Motor Controls, Inc. for the procurement of 2-irrigation pump stations for Soccer Park and Veteran's Park in an amount not to exceed \$318,250.00."

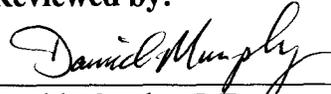
Roll Call vote required

Prepared by:



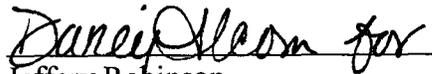
Tim Heyrend, P.E.
Capital Projects Engineer

Reviewed by:



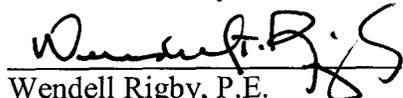
David Murphy, P.E.
Manager for CIP

Reviewed as to Legal Sufficiency:



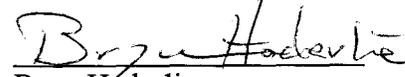
Jeffery Robinson
City Attorney

Recommended by:



Wendell Rigby, P.E.
Director of Public Works

Recommended by:



Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The City Parks Department uses secondary water sources to irrigate the Soccer Park and the Veteran's Memorial Park. The secondary water is pressurized by pumping stations that flow at 1800 gallons per minute at a pressure of 95 to 120 pounds per square inch. The pumping station at the Soccer Park is no longer operational due to motor and pump failures, and the pumping station at the Veteran's Park is malfunctioning frequently due to worn out controls, pumps, and motors. In addition, the Veteran's pumping station and water storage reservoir are being relocated as part of the proposed paved road between the Senior Center and the Library.

Both pumping stations are skid mounted and are equipped with long lasting motor, pump, and piping components. The pump stations include remote communication capability which will alert the park operators when there is a problem with the pumping systems.

The bid was advertised in Intermountain Contractor and the classified ads of local newspapers three weeks prior to the bid opening on Tuesday, March 24, 2015. The engineer's estimate was \$291,000. 00. Three companies submitted bids. The lowest bid was from John Deere Landscape at \$313,797.57; however, they did not meet the City's specification, as the pumps, motors, and variable frequency drive they specified were undersized. Motor Controls, Inc. was the next lowest bidder at \$318,250.00, and they provided a complete bid package with motors, pumps, and equipment from reliable manufacturers that met the specification and is acceptable to the City. The third bidder was much higher, see attached bid results. Staff recommends accepting the bid of Motor Controls Inc, for the procurement of the 2- irrigation pump skids for a cost not to exceed \$318,250.00.

Attachments:

- Bid Results**
- Resolution**
- Agreement**

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-68

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY AND MOTOR CONTROLS, INC.
FOR THE PROCUREMENT OF 2-IRRIGATION PUMPING STATIONS**

Whereas, the City Council of the City of West Jordan has received bids for the procurement of 2-irrigation pumping stations, with the low, responsible bid being from Motor Controls Inc. in the amount of \$318,250.00; and

Whereas, the City Council desires to award the contract to Motor Controls Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Motor Controls Inc. (a copy of which is attached as **Exhibit A**) for procurement of 2-irrigation pumping stations in an amount not-to-exceed \$318,250.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Motor Controls Inc. for an amount not-to-exceed \$318,250.00 is acceptable for the procurement of 2-irrigation pumping stations.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for the procurement of 2-irrigation pumping stations is hereby awarded to Motor Controls Inc., which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute three original copies of a contract between the City of West Jordan and Motor Controls Inc. in an amount not to exceed \$318,250.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 8th day of April 2015.

Kim V. Rolfe
Mayor

ATTEST:

Melanie Briggs
City Recorder

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-68

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY AND MOTOR CONTROLS, INC.
FOR THE PROCUREMENT OF 2-IRRIGATION PUMPING STATIONS**

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____

CITY OF WEST JORDAN CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

Name and Address of Contractor

Motor Controls, Inc.
2818 Virgo Lane
Dallas, Texas 75229

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency
- Limited Liability Company

Federal Tax ID# 75-1725350

- 2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide 2-Skid Mounted Irrigation Pumping Stations
- 3. **PROCUREMENT:** This contract is entered into as a result of the Invitation for Bids which was submitted to the City on 03/24/2015 by the contractor.
- 4. **CONTRACT PERIOD: Effective date:** 04/13/2015 **Termination date:** 03/31/2016, as noted in the Invitation for Bids unless terminated early or extended in accordance with the terms and conditions of this contract.
- 5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of **\$318,250.00** for costs authorized by this contract.
- 6. **INSURANCE:** The contractor shall maintain not less than: (a) \$1,000,000.00 automobile insurance, (b) \$1,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
- 7. **ATTACHMENT A:** Standard Terms and Conditions
ATTACHMENT B: Scope of Work/Invitation to Bid
ATTACHMENT C: Insurance Certificate – Naming the City, its officers, employees, and volunteers as additional insured with respect to liability.
ATTACHMENT D: Payment Bond
ATTACHMENT E: Performance Bond
ATTACHMENT F: Workers Compensation Certificate

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

- 8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. City of West Jordan's Procurement Policies, and the Invitation for Bids (IFB) which was submitted to the City on 03/24/2015 by the contractor.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

CITY OF WEST JORDAN

Contractor's signature

Mayor's signature

Type or Print Name and Title

Attest:

Approved As To Form:

City Recorder

City Attorney

Date: _____

Date: _____

Date: _____

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 2-7-301 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan, unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **INSURANCE:** The contractor shall maintain not less than: (a) \$1,000,000.00 automobile insurance, (b) \$1,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
12. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of ~~one~~ ^{two} years, unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.

ATTACHMENT B: SCOPE OF WORK

INVITATION FOR BIDS

RETURN BIDS TO:

CITY OF WEST JORDAN
City Recorder's Office
8000 South Redwood Road
West Jordan, Utah 84088

BID NO.:

DUE DATE: March 24, 2015
2:30 pm sharp

2- Skid Mounted Irrigation Pumping Stations

Please Complete:

Bidder Company Name:	<u>Motor Controls Inc</u>	Contact Person:	<u>Mark LaVarnway</u>		
Phone Number:	<u>214-446-8870</u>	Fax Number:	<u>972-247-8991</u>		
Address (orders):	<u>2818 Virgo Lane</u>	City:	<u>Texas</u>	State:	<u>Zip: 75229</u>
Remit Address:	<u>2818 Virgo Lane</u>	City:	<u>Texas</u>	State:	<u>Zip: 75229</u>
Email Address:	<u>mlavarnway@motorcontrols.com</u>	Fed Tax ID #:	<u>75-1725350</u>		

GENERAL INFORMATION:

The City of West Jordan is seeking bids from qualified irrigation pump manufacturers for the procurement of 2 skid mounted irrigation pump stations. The 2 pump skids will be identical in design and layout, but will be shipped by the manufacturer to two separate locations in West Jordan: the Soccer Park at 8200 South 4380 West, and the Veteran's Park at 8050 South 2000 West. Each skid will be equipped with 3- pumps (2-operating at any one time) with motors and variable speed drives to adjust the operating pressure between 95 psi-120 psi, and the design flow to 1,800 gpm with 2 pumps operating. The skids shall include control panels, and all ancillary valves, piping, and equipment for a fully functional pump station. The shipment lead time should be 10-12 weeks from initiation of contract. Design, manufacture, shipping to the job site, and on-site off-loading and startup testing are the sole responsibility of the pump station manufacturer.

The company must be experienced. Bonds and insurance will be required.

Sealed bids will be received by the City of West Jordan, City Recorder's Office, 8000 South Redwood Road, West Jordan, Utah 84088 until **03/24/15 at 2:30 P.M.** at which time they shall be publicly opened and read aloud.

Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted bids will not be considered.

Exceptions to the specifications (if any) must be listed on a separate sheet marked "exceptions" and shall explain in writing each exception taken.

An exception (minor), if taken and fully explained to the satisfaction of the West Jordan Public Works Department, will not necessarily be cause for rejection of the bid.

Questions regarding the procurement process to: Paul Wellington, Purchasing Agent e-mail: paulwe@wjordan.com.

Questions regarding the project can be directed to Tim Heyrend, Project Manager, at (801) 569-5086; timh@wjordan.com. However, only written clarifications and addenda issued by the Division of Purchasing with be binding for bid evaluation and award.

It is the intention of the City to issue a purchase order to the lowest responsive and responsible bidder, that meets the bid specifications, with reasonable promptness; however, the City does not guarantee to make any purchase based upon this IFB.

NOTE:

- All Bidders are to submit a 5% Bid Bond.
- A 100% payment and performance bond will be required from the awarded bidder.
- The successful bidder shall at all times maintain a current workers compensation insurance policy in accordance with State of Utah statute.

- \$1,000,000 (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The successful bidder shall at all times maintain a general automotive insurance policy in the amount of \$1,000,000 (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The successful bidder's insurance shall at all times include the City, its officers, employees, and volunteers as additional insured with respect to liability arising from any contract that results from this bid.

SCOPE OF SERVICES:

- Bidders to furnish all equipment, labor, materials, shipping, startup and testing, warranties and appurtenances for the project as written in the attached Specification.

SPECIFICATIONS:

- See attached Specifications

BID PRICING:

Total Bid Price:	<u>\$ 318,250.00</u>
Optional Add for Stainless Steel Piping Instead of Epoxy-Coated interior/exterior Pipes	<u>\$ 354,720.00</u>

Protected Information

The Government Records Access and Management Act (GRAMA)
Utah Code Ann., Subsection 63G-2-305,

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

- Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to West Jordan, and
- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

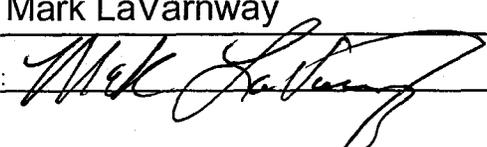
A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.

Bidder's Authorized Representative Mark LaVarnway

Name: <u>Mark LaVarnway</u>	Title: <u>Product Manager - Pump Systems</u>
Signature: 	Date: <u>March 20, 2015</u>

ADDENDUM NO. 01

To the
Bid Procurement Specification
For
West Jordan City

2-Skid Mounted Irrigation Pump Stations

And West Jordan City Job No. PK 15-02

Prepared by
City of West Jordan

This addendum issued the **16th day of March, 2015** is for all persons preparing bids for the above named project, and as such, shall be made a part of the contract documents.

The addendum consists of the items described below on 2 pages total. All changes, corrections, deletions, and/or additions to the initial bidding documents enumerated herein shall be included in the bidder's proposal. In case of any conflict, this addendum shall govern.

Acknowledgment of receipt of this addendum shall be marked by signing in the appropriate place below on page 2. The signed page shall be submitted with the bid proposal.

This addendum is to be attached to and is to become a part of the specification covering the above noted project and the said specifications are to apply insofar as consistent with the items hereafter noted:

Item #1: Pump Delivery Schedule.

*only.
M.T.* **The soccer park pump skid shall be manufactured and delivered first, within the time frame specified in the bid document (10 to 12 weeks from initiation of contract). The pump skid for Veteran's Park shall be manufactured and shipped second with a delivery date of February 1, 2016.**

Item #2: Old Pump Demolition and Salvage.

*OK.
M.T.* **The Manufacturer shall be responsible to remove the old skid mounted pump system at the Soccer Park, and salvage and deliver this with truck and crane to a location at the Public Works Building at 8030 South 4000 West, West Jordan. Salvaged items shall include all pumps and ancillary valves, electrical panels, control panels and other equipment mounted on the pump skid complete.**

The old pump skid at Veteran's Park shall be demolished, salvaged, and delivered for storage by others.

Item #3. Connections for a complete and operating system.

Under: Set and Start-Up: The paragraph is re-written as follows:

OK
NT
Soccer Park: *The manufacturer shall be responsible for providing all materials, equipment, and labor necessary to install all items associated with the pump station including connection to the existing above ground piping, mounting to the existing concrete pad, with the exception of the electrical hookup, which will be provided by others.*

OK
NT
Veteran's Park: *Others shall be responsible for providing all materials, equipment, and labor necessary to install all items associated with the pump station.*

Under: Unloading and Setting Supervision the paragraph is re-written as follows:

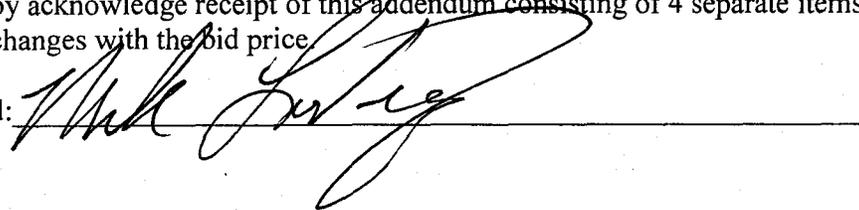
OK
NT
Setting of the pump station is the responsibility of the manufacturer, unless specifically called out elsewhere in the specification. Crane to off-load and set the pump station on the concrete slab is to be provided by *the manufacturer at the Soccer Park, and by others at the Veteran's Park.*

Item #4. Internet Access.

OK
NT
Internet access is not currently available at either pump location.

I hereby acknowledge receipt of this addendum consisting of 4 separate items, and have included these changes with the bid price.

Signed: _____





2818 Virgo Lane
(P.O. Box 59986)
Dallas, Texas 75229-1986

Tel: 972.247.4440
Fax: 972.247.8991

Clarifications and Exceptions Variable Speed Pump Stations

Date: March 13, 2015

Project: West Jordan Soccer and
veterans park Pump Stations

To: City of West Jordan

MCI Quotation Number:
MCI031315CWJSVPS

Location: West Jordan, UT

Quoted by: Mark LaVarnway

The following items are intended as clarifications and exceptions to the bid documents issued by the City of West Jordan for the West Jordan Soccer Park and Veterans Park skid mounted irrigation pump stations as quoted by MCI, Dallas, TX.

Clarifications:

1. In lieu of 5% bid bond MCI is providing a cashiers check based on the 5% value of the SS option packages. It is understood this check may be deposited and that should it be determined that MCI is not the successful bidder the total amount shall be refunded with 14-21 days of notice of award.
2. Bartok Controls shall be the service provider and installer subcontracted by MCI,
3. Plan drawings were not provided with the bid documents. If successful MCI shall coordinate with the City of West Jordan on pump station final design within the parameters of the specified equipment.
4. MCI is providing pricing for individual VFD's on individual main pumps. However we have not provided pricing for a VFD on the PM pump.
5. MCI has sized the individual pumps for 900gpm @ 120psi in order to provide to the system 1800gpm @ 120psi as required. Other parts of the specification state a requirement of 95psi. MCI is presuming the 95psi set point shall be obtained by the utilization of the VFDs on the main pumps.



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(P.O. Box 59986)
Dallas, Texas 75229-1986

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Fax: 972.247.8991

6. Page 5 of the specification under additional communication/remote monitoring features, 5th bullet point requires the ability of the system to allow West Jordan operators to download software updates or reboot the system. In order to upgrade the software the City of West Jordan would need to purchase the latest edition of RSLogix 5000 by Allen Bradley. However MCI is capable of downloading software updates and upgrades from Dallas via cell connection.
7. MCI is providing the radios as specified along with ship loose antennae. However it is not specified who is to provide the antennae towers, required to install them, or if a radio survey is required. MCI has not provided the additional equipment or radio survey within our scope of supply.
8. Purchasing terms are to be determined as they are not provided within the specification requirements.
9. The Stainless steel piping option covers the provisions for stainless piping above grade with the exception of the pump heads which shall be fusion bonded epoxy coated carbon steel. Additionally, the pump column piping below skid shall be threaded carbon steel only.

Exceptions

1. MCI shall not provide a direct to metal paint process. MCI shall provide a zinc primer and then shall apply a powder coated epoxy finish which is superior to the specified direct to metal paint process specified.
2. MCI shall not provide the patented Automatic pump saver (APS) within our software. This is a patented feature by Xylem Flowtronex. Additionally for the APS to be beneficial it may be necessary to map the system head curve into the PLC program.
3. Color touchscreen shall be 10" Allen Bradley color touchscreen
4. Magnetic flowmeter shall be Siemens with MAG5000 NEMA 4X display
5. The pump station shall not be flow tested at the factory as this is a vertical turbine system and would require a job specific wetwell. However, the system shall be hydrotested and the controls shall be given a complete connectivity and sequence performance test under MCI's ISO9001 testing guidelines.
6. The base plate under the pumps shall be 1" thick in lieu of the specified 1/2" thick plate. The (3) 100hp pumps shall generate high thrust which could cause deflection in the base should 1/2" thick plate be used.
7. Pump impellers shall be 316SS cast stainless steel in lieu of the specified bronze. Additionally each bowl section shall be equipped with stainless steel collets.



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(P.O. Box 59986)
Dallas, Texas 75229-1986

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8. Vertical Hollowshaft motors shall be standard efficient rated for VFD service by US Motors.
9. VFDs shall not be provided with internal macros for pump control. Rather, the PLC shall control the VFD's as required to maintain pressure and flow for the irrigation system. The VFD's shall be Danfoss.
10. The specifications have a contradiction regarding the pump station HMI/operator interface in which two different HMI's are specified. MCI Shall provide a single 10" HMI/Operator interface as previously clarified.

John Murtaugh
Director Package Systems
469.585.2198
jmurtaugh@motorcontrols.com

Mark LaVarnway
Product Manager Package Systems
214.446.8870
mlavarnway@motorcontrols.com

John Edwards
Product Manager Controls
214.354.3524
jedwards@motorcontrols.com

Chris Dove
Sales Package Systems
972.247.4440
cdove@motorcontrols.com



2818 Virgo Lane
(P.O. Box 59986)
Dallas, Texas 75229-1986

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PROPOSAL SCOPE Variable Speed Pump Station

Date: March 20, 2015

To: City of West Jordan

Location: West Jordan, UT

Project: West Jordan Soccer and Veterans Park Irrigation Pump Stations

ACKNOWLEDGES ADDENDUM 1

SCOPE for EACH PUMP STATION

Requirements: 1800 GPM at 120 PSI at station discharge

Supply Power: 460/3/60

Pumpset: 12' 0" Unconfirmed

Wetwell Depth: 13' 0", Unconfirmed

Wetwell Size: 72" x 150" Unconfirmed

PROPOSAL SCOPE

1 Ea MCI Model PPS UL Listed QCZJ Packaged Pump Station
Part Number PPS-VT3-1800-120-DV-P-46-3-6

UL Listed pump Station complete with monolithic skid, sch40 steel manifolds, isolation valves, vertical turbine pumps/motors, filters, check valves and discharge flow meter. Standard MPC controls with dedicated VFD drive and alternating contactors so each main motor may run XL or VFD. Built under ISO9001:2008 certification.

MPC Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka

John Murtaugh
Director Package Systems
469.585.2198
jmurtaugh@motorcontrols.com

Mark LaVarnway
Product Manager Package Systems
214.446.8870
mlavarnway@motorcontrols.com

John Edwards
Product Manager Controls
214.354.3524
jedwards@motorcontrols.com

Chris Dove
Sales Package Systems
972.247.4440
cdove@motorcontrols.com



2818 Virgo Lane
(P.O. Box 59986)
Dallas, Texas 75229-1986

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Fax: 972.247.8991

- NEMA 4 Enclosure w/3 Point Latch
- UL Listed heat exchanger
- 600 amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing
- Qty (3) 100hp Danfoss Aqua Drive w/high speed JKS fuse protection
 - 3 ½% DC Input Link Reactor
- Class J fuses/block per contactor
- AB Interlocked Contactors w/1 AB SS OL per motor
- AB compactlogix PLC Platform
- AB 10" Panelview +6 Color HMI
- AB 5 Port Ethernet Switches
- AB DC Power Supply
- AB "Full Size" 30 mm N4 Door Devices
 - Green Illuminated Switch per pump
 - System Switches: System Control, Low Discharge, VSD Bypass, PLC Bypass, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet
- Control Power Transformer w/primary/secondary fusing
- Flow Signal Input: 4-20mA
- Lake Level Controls
- Fertigation Relay
- **MPC Remote Cell Monitoring w/1 Year Activation 250 MB Data Plan Limit per month**
- **Duplex Ethernet Radio system in lieu of remote cellular monitoring system.**
 - **2 Sets of antenna, LMR-400 cable, surge arrestors**
 - **Pump Station Ethernet radio mounted in control panel**
 - **Office panel includes Ethernet radio, dc power supply**
 - **Installation on site not included for Antennas**
- Safeties:
 - Low level shutdown
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto restart
 - VSD fault with auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance and low voltage protection
- Operation Features
 - Lamp Test Function
 - Automatic alternation of pumps based on least run time
 - Intelligent Slow Ramp feature for automatic line fill
 - VFD Bypass
- 10" Color Touch screen interface

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- 3 Year Flow Total Logging Year/Month/Day
- Pump Run Times
- Event Log
- Flow and Station Trending
- Assignable I/O

Instrumentation

- SS AST Pressure Transmitter 0-250 PSIG
- Filter differential pressure switch
- Siemens 5100W Magnetic Flowmeter with local display, flanged connections, ebonite liner and an accuracy of .04% of indicated value
- Durachoice 4" 316SS Pressure Gauge w/ 316SS isolation ball valve

Pumps

- 3 Ea 100 HP Pentair Fairbanks Morse Model 12E-6 stage Vertical Turbine Pumps, 12' Pump Length (Unconfirmed), each rated for 900gpm @ 308' TDH including station losses. To include;
 - Cast Iron Bowls w/316 Investment cast SS Impellers
 - 416SS Stainless Steel Shafting
 - 416SS impeller collets
 - Water lubricated line shaft bearings 5 ft. spacing
 - High pressure stuffing box
 - Fabricated Steel Discharge Heads
 - Threaded Carbon Steel Column pipe, Standard wall thickness, 5' ft sections.
 - Stainless Steel Pump Strainer
 - Qty (3) 100hp, 1800rpm, VHS, 460/3/60, Motors, Standard efficient, Vertical Hollow Shaft Motors with motor space heaters and non-reverse ratchets suitable for VFD application.
- 1 Ea, PM, 5 HP Submersible SS Pump & Motor. With 2" pump head and discharge threaded column pipe.

Isolation Valves

- 8" Station Discharge isolation butterfly valve w/gear operator, DI disc and EPDM elastomers, fusion bonded body.
- 6" and 2" Anvil Gruvlok Pump Isolation Valves with lever actuator.
- 6" and 2" Pump silent wafer check valves coated with fusion bonded epoxy and SS disc.
- 316SS threaded ball valves, 1.5" and below

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Relief Valves Standard Fusion Bonded Epoxy Inside/Out w/ Bronze Trim

- ClaVal 50-01 4" Station pressure relief valve with bronze trim, piped to wetwell with Discharge isolation butterfly valve w/lever operator, DI disc and EPDM elastomers, fusion bonded body.

Station Filter(s) w/bypass

- 1 Ea 8", VAF Filter Model V1500 300 micron, with 2" x 4" filter flush valve assembly piped to skid edge and flanged.
- 8" Lug isolation butterfly valves, w/gear operator, DI disc and EPDM elastomers, fusion bonded body.
- 8" wafer silent check valves with fusion bonded epoxy coated body and SS disc.
- 8" Filter bypass with isolation lug butterfly valve with gear operator, DI disc, EPDM elastomers and fusion bonded epoxy coated body

Skid

- 8" Structural skid system with 1/4" deck plate and 1" pump plate
- Integral Wet Well Access Hatch(s)
- Steel Grit blasting to SSPC-10 of station structural steel.
- PPG Enviracryl Zinc epoxy powder coat Primer
- Poly Powder coated non-skid paint system

Piping

- Steel Grit blasting to SSPC-10 of station piping.
- NSF61 fusion bonded epoxy powder coating of all piping 2" and above internal and externally.
- Piping 2" and below to be 304SS.
- Hose Bibb connection

On Site set supervision, Start up and training provided – 1 day each station

Demolition and transport of Soccer Park pump station provided

Off-load of pump stations included

Installation and connection of discharge piping for Soccer park pump station provided

Future Installation of Veterans park pump station included.



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Additional Warranty items

- 2 year warranty on Station

Pricing does NOT include any installation, crane charges, taxes unless otherwise noted.

TERMS AND CONDITIONS OF SALE

All sales by and purchases from MOTOR CONTROLS INC., (Seller) are governed by the following terms and conditions:

1. All purchases and credits occurring after the closing date of a month will appear on the periodic statement for the next month. Payment shall be made to the Seller in U.S. currency at its offices in Dallas, Dallas County, Texas.
2. Terms shall be Net 30 days from date of invoice. Late fee of 1.5 % of the unpaid balance will be charged per month on all accounts which are past due. If shipment is delayed by no fault of Seller the buyer agrees to amend the contract or purchase order and take ownership of the product and request that Seller store system until shipment can be arranged. Seller shall invoice the buyer based on the original terms of the order and buyer shall accept liability for payment. Reasonable Storage Fees shall apply to buyer's final invoice.
3. All Orders shall be F.O.B. Dallas, Texas.
4. State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.
5. Prices valid for 60 days from date of proposal unless Otherwise noted
6. Orders regularly entered, whether verbal or written, can only be cancelled in writing by the Buyer upon terms that will compensate the Seller against loss. Any additional paperwork furnished at the Buyer's request, such as sketches, drawings and specification sheets will be charged at Seller's cost.
7. ~~Any claim for defects, damages or shortages of an order delivered must be made by the Buyer in writing and delivered to Seller within a period of ten (10) days after delivery. Failure to make such claim within the specified time constitutes an acceptance and admission that the order fully complies with the terms, conditions and specifications required. The Seller's liability shall be limited to the stated selling price of any defective goods and shall in no event include special or consequential damages, including profits (or profits lost) or loss of use. Seller shall not be liable to buyer or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping package. Seller makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping package or component.~~
8. The Buyer bears the risk of loss of or damage to or destruction of the goods from the time of delivery. The Seller retains title to the goods until the Buyer pays the entire purchase price as specified plus any interest thereon. If requested by Seller, Buyer shall execute a security agreement and financing statement evidencing Seller's security interest in the goods delivered to Buyer
9. If the credit of Buyer in the judgment of the Seller becomes impaired at any time, the Seller has the right to require payment in advance before making further

[intentionally deleted]

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shipments, and to demand immediate performance of the Buyer of all obligations imposed upon him by this agreement.

10. If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, or if collected by lawsuit or through the probate or bankruptcy court, or if any action of foreclosure be had hereunder, ~~the defaulting party Buyer shall be liable for reasonable attorney's fees incurred by the Seller.~~ In the event of default ~~by Buyer, Seller~~ may immediately proceed to enforce ~~payment of the defaulting party's~~ Buyer's obligation and exercise all the rights and remedies provided by the Business and Commerce Code of the State of ~~Texas~~, or the Uniform Commercial Code, as well as any other rights and remedies afforded ~~to Seller~~ by law. Should Buyer be in default, Seller may require Buyer to return all goods previously delivered to Buyer by Seller, and any subsequent expenses for retaking, holding, preparing for sale, and reselling of such goods shall be at Buyer's expense. Funds realized from such resale shall be credited to Buyer's unpaid account.

the non-defaulting party

11. ~~The Seller, or any credit bureau or investigating agency employed by the Seller, is hereby authorized to investigate the references herein listed or statements or other data obtained from the Buyer or from any other persons pertaining to the Buyer's credit or financial responsibility. The Buyer has read and understands the foregoing terms and conditions of this application for credit and has signed the same as an indication of intent to enter into an agreement with Seller for the future purchase of goods and services from time to time. The Buyer also understands that upon acceptance of this application by the Seller, this document constitutes an agreement between the Buyer and the Seller for payment of debts owed to the Seller in return for the delivery of goods ordered or performance of services requested by Buyer.~~

[intentionally deleted]

12. ~~The terms herein contained shall be governed by the statutes of the State of Texas, and specifically the Business and Commerce Code of the State of Texas and the Uniform Commercial Code. In the event that any account owing by Buyer to Seller becomes delinquent, and legal proceedings are instituted for collection of said account or indebtedness, such legal proceedings may be instituted and prosecuted against Buyer and its guarantors, if any, in any Court in Dallas County, Texas, and the undersigned expressly agrees that venue for such proceeding shall be in Dallas County, Texas, even if the principal offices of the Buyer are located in another county within this state or outside of this state.~~

[intentionally deleted]

13. ~~SELLER DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OF THE GOODS DELIVERED TO BUYER NOR THE FITNESS OF SUCH GOODS FOR A PARTICULAR USE UNLESS A WRITTEN WARRANTY IS GIVEN TO BUYER BY SELLER AT TIME OF DELIVERY.~~

[intentionally deleted]

14. ~~Seller warrants that the water pumping system or components will be free of defects in Materials and workmanship for 2 years from date of authorized start-up but not later than 27 months from date of invoice;~~

[intentionally deleted]

~~Provided that all installation and operation responsibilities have been properly performed and documented. Seller will provide a replacement part or component during the warranty life. Repairs done at Seller expense must be pre-authorized. Upon request, Seller will provide advice for troubleshooting the system~~

This proposal contains equipment that may require costly means to remove or replace based on site conditions. Seller will not accept liability for costs associated with the removal or replacement of equipment in difficult to access locations. This includes but is not limited to the use of large cranes, diving services, barges, helicopters, or other unusual requirements.

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Default of any agreement with Seller or;

- a. The misuse, abuse of the pumping package outside its intended use.
- b. Failure to perform required maintenance service.
- c. Pumping water not suitable for irrigation.
- d. Exposure to electrolysis erosion.
- e. Water salinity in excess of 2000 parts per million.
- f. Water from a reverse osmosis plant without countermeasures in place.
- g. Water with a Langelier Index less than -0.5 and greater than +1.5
- h. Presence of destructive gaseous or chemical solutions in our around the packaged system.

15. The terms contained herein may be modified only by written agreement signed by Buyer and an officer of Seller, MOTOR CONTROLS INC.

[intentionally deleted]

Is this sale Taxable? (Circle one) YES NO

(If non-taxable please provide tax exempt certificate for the "ship-to" state)

Accepted for Buyer: _____

Date: _____

Requested ship date: _____

Ship to Address: _____

Street address: _____

County _____ State _____ Zip _____

Contact Name: _____

Phone & Fax: _____ / _____

Email: _____

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ATTACHMENT C: INSURANCE CERTIFICATE

ATTACHMENT F: WORKERS COMPENSATION CERTIFICATE

BID / QUOTE TABULATION FORM:

Bid Name 2- Skid Mounted Irrigation Pumping stations

Project #

Bid/Quote Date: 3/24/2015 2:30 PM

Requesting Department: Eng. / CPG Tim Heyrend

	Bid Bond	Addendum #1	Total Bid Price	Opt. Add For: Stainless Steel Piping
1 Motor Controls Inc.	Check provided	Yes	\$318,250.00	\$354,720.00
2 John Deere Landscapes	Yes	Yes	\$313,797.57	no bid
3 Nickerson Company	Yes	No	\$542,800.00	no bid

CONTRACTOR NAME: