

**Memorandum  
Public Works Department**



**To:** City Manager  
**Subject:** Variable Frequency Drive Replacement for Raw Water Pump #3  
**Date:** September 18, 2013  
**Number:** 2013-187

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On March 19, 2012, a new Open-Style Variable Frequency Drive (VFD) was installed for Raw Water Pump #2 after it failed. It was determined at that time that our current Closed-Style Variable Frequency Drives for the two remaining Raw Water Pumps are obsolete and repair parts are no longer available. We are requesting approval to move forward with the replacement of the Closed Style Variable Frequency Drive for Raw Water Pump #3 at this time. Raw Water Pump #1 has recently began developing signs of needing repair as well, which makes updating to the Open-Style Variable Frequency Drive for Raw Water Pump #3 all the more time critical. We requested and received a quote from the same company that provided and installed the first Open Style Variable Frequency Drive as it's essential that we install like equipment for ease of maintenance and operation. Utilizing the same company to install the Open-Style Variable Frequency Drive will also ensure that the set up is identical to the first installation.

Accompanying this memorandum is the quote from Graybar for the Open-Style Variable Frequency Drive and accompanying parts necessary for complete installation.

**Recommendation**

The Public Works Department recommends that the City Council approve the purchase and installation of one complete Open-Style Variable Frequency Drive and its associated parts in the amount of \$19,821.80.

Vendor: Graybar  
Payment Amount: \$19,821.80  
Account Chargeable:  
Fund: 501 Water Operations  
Division: 618 Utilities  
Cost Center: 352 Water Treatment Plant  
Object Code: 53804 Equipment S/C

Requisition Number: R004196  
Purchase Order Number:

**Submitted by:** Randall D. Tweet, Public Works Director  
Larry P. Cook, Utilities Superintendent

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**Approved by:** Thomas Thomas, City Manager



5008 TREMONT AVENUE  
 DAVENPORT IA 52807-1018  
 Phone: 563-388-8182  
 Fax: 563-388-0673

To: CITY OF ROCK ISLAND  
 1528 3RD AVE  
 ROCK ISLAND IL 61201-8612  
 Attn: David Jones  
 Phone: 309-732-2310  
 Fax: 309-732-2380  
 Email: ryan.moylan@graybar.com

Date: 09/09/2013  
**Proj Name: RAW WATER #3 PUMP**  
**GB Quote #: 216748859**  
 Valid From: 12/03/2012  
 Valid To: 12/05/2012  
 Contact: RYAN MOYLAN  
 Email: ryan.moylan@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<b>Notes: Wire pricing valid for 24 hrs. Wire Lengths are Approximate.</b>							
100	1 EA	SQUARE D CO.	ATV61HC22N4	SPEEDDRIVE350HP 460VATV61	\$11,434.71	1	\$11,434.71
GB Part #: 25074656    UPC #: 78590163963							
200	1 EA	SQUARE D CO.	VW3A9212	TYPE 1 KIT ATV61/ 71 HC16N4	\$429.01	1	\$429.01
GB Part #: 25074675    UPC #: 78590142780							
300	8 EA	THOMAS-BETTS	5337	TC 5337 2IN INSUL. LIQ.TIGHT CONN ST	\$2,976.38	100	\$238.11
GB Part #: 88264666    UPC #: 78621005337							
400	3,000 EA	BELDEN	8770 0601000	3C18FS-CM-CH-R- 1K-BED	\$697.38	1000	\$2,092.14
GB Part #: 88030686    UPC #: 78155896179							
500	33 EA	CONDUIT	EF 2 GRY CUT REEL	EF TYPE SEALTIGHT	\$324.03	100	\$106.93
GB Part #: 25100357    UPC #:							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

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Date: 09/09/2013  
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**GB Quote #: 216748859**

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Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
600	<b>700 EA</b>	<b>WIRE</b>	<b>THHN-4/0-STR-BLK-CUT REEL</b>	19 STRAND 600V 90DEG CU	<b>\$3,586.31</b>	<b>1000</b>	<b>\$2,510.42</b>
GB Part #: 22061522    UPC #: 98022061522							
700	<b>4 EA</b>	<b>CONDUIT</b>	<b>EF 3/4 GRY CUT REEL</b>	EF TYPE SEALTIGHT	<b>\$77.46</b>	<b>100</b>	<b>\$3.10</b>
GB Part #: 96031420    UPC #:							
800	<b>1 EA</b>	<b>THOMAS-BETTS</b>	<b>5333</b>	TC 5333 3/4IN INSUL LIQ TIGHT CONN	<b>\$397.21</b>	<b>100</b>	<b>\$3.97</b>
GB Part #: 88264658    UPC #: 78621005333							
900	<b>1 EA</b>	<b>THOMAS-BETTS</b>	<b>5343</b>	TC 5343 3/4IN INSUL 45 DEGREE LIQUID TI	<b>\$756.53</b>	<b>100</b>	<b>\$7.57</b>
GB Part #: 88264678    UPC #: 78621005343							
1000	<b>6 EA</b>	<b>PANDUIT ELECTRICAL</b>	<b>LCA4/0-12-X</b>	4/0AWG 1HOLE LUG	<b>\$428.39</b>	<b>100</b>	<b>\$25.70</b>
GB Part #: 88198157    UPC #: 07498390041							
1100	<b>6 EA</b>	<b>PANDUIT ELECTRICAL</b>	<b>LCAX4/0-38-X</b>	FLEX LUG 4/0 AWG 3/8IN STUD HOLE	<b>\$490.03</b>	<b>100</b>	<b>\$29.40</b>
GB Part #: 22117088    UPC #: 07498343561							
1200	<b>120 EA</b>	<b>WIRE</b>	<b>THHN-3-STR-BLK-CUT REEL</b>	19 STRAND 600V 90DEG CU	<b>\$915.97</b>	<b>1000</b>	<b>\$109.92</b>
GB Part #: 22061511    UPC #: 98022061511							
1300	<b>1 EA</b>	<b>PHOENIX</b>	<b>1754465</b>	MSTB 2 5/ 3-ST	<b>\$2.06</b>	<b>1</b>	<b>\$2.06</b>
GB Part #: 22017710    UPC #: 00170550080							
1400	<b>1 EA</b>	<b>PHOENIX</b>	<b>1754504</b>	MSTB 2 5/ 5-ST	<b>\$3.42</b>	<b>1</b>	<b>\$3.42</b>
GB Part #: 99568217    UPC #: 00170500164							

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Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1500	1 EA	PHOENIX	1786187	IC 2 5/ 3-ST-5 08	\$3.41	1	\$3.41
GB Part #: 25062518    UPC #:							
1600	1 EA	PHOENIX	1786200	IC 2 5/ 5-ST-5 08	\$5.68	1	\$5.68
GB Part #: 99564126    UPC #: 00170500160							
1700	4 EA	PHOENIX	3022218	CLIPFIX 35	\$0.76	1	\$3.04
GB Part #: 99536169    UPC #: 00170511206							
1800	17 EA	PHOENIX	0801733 PER INCH	NS 35/ 7 5 PERFORATED (KIT MATERIAL)	\$0.13	1	\$2.21
GB Part #: 25248988    UPC #:							
1900	2 EA	PHOENIX	2967060	PLC-RSC- 24DC/21-21	\$24.55	1	\$49.10
GB Part #: 99536199    UPC #: 00170511237							
2000	3 EA	PHOENIX	2966171	PLC-RSC- 24DC/21	\$11.83	1	\$35.49
GB Part #: 99536193    UPC #: 00170511231							
2100	1 EA	HOFFMAN	A10086CH	J BOX TYPE 12 HINGED COVER	\$77.20	1	\$77.20
GB Part #: 88131171    UPC #: 78351054870							
2200	1 EA	HOFFMAN	A10P8	PANEL J BOX 8.75X6.88	\$6.76	1	\$6.76
GB Part #: 88131221    UPC #: 78351054780							
2300	1 EA	TRANS-COIL	KDRG2LC4		\$981.00	1	\$981.00
2400	1 EA	PULS, L.P.	ML30.100	POWER SUPPLY 30W 120-240VAC 1PH 24-28VDC	\$75.69	1	\$75.69
GB Part #: 25019854    UPC #: 87540400003							

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Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
2500	<b>1 EA</b>	<b>SQUARE D CO.</b>	<b>VW3A3202</b>	EXTENDED I/O OPTION CARDTV71	<b>\$142.27</b>	<b>1</b>	<b>\$142.27</b>
GB Part #: 25062203    UPC #: 78590180713							
2600	<b>16 EA</b>	<b>ENERGY SERVICES</b>			<b>\$90.00</b>	<b>1</b>	<b>\$1,440.00</b>
***Item Note:***    Tech support - 2 - 8 hour days at \$90.00 per hour							
2700	<b>3 EA</b>	<b>PANDUIT ELECTRICAL</b>	<b>LCA4-56-L</b>	4AWG 1HOLE LUG	<b>\$116.27</b>	<b>100</b>	<b>\$3.49</b>
GB Part #: 88198156    UPC #: 07498390012							

**Total in USD (Tax not included):        \$19,821.80**

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**GRAYBAR ELECTRIC COMPANY, INC.  
TERMS AND CONDITIONS OF SALE**

- 1. ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10. REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
- 12. FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13. ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14. GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 15. PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16. EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: \_\_\_\_\_

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