

Item # 18
Date: 8/10/2024

COUNCIL ACTION FORM

AGENDA ITEM: Annual Maintenance Service for WILO Mixers

HISTORY:

The WILO Mixers at the new facility are up for their annual maintenance, and during the warranty period the Manufacturer Warranty Group expressed that only a reputable company should perform the maintenance in order to honor the warranty coverage.

Listed are 3 bids that have read and understand the O+ M requirements for the WILO mixer's annual maintenance.

- 1) Electric Pump – \$6,750.00
- 2) Midwest Pump Works – \$11,475.90
- 3) WILO Field Service Team - \$11,791 Complete.

OPTIONS:

1. Purchase from Electric Pump for \$6,750 complete annual maintenance.
2. Purchase from Midwest Pumpworks for \$11,475.90 complete annual maintenance.
3. Purchase from the WILO Field Service Team for \$11,791 complete annual maintenance.

STAFF RECOMMENDATION:

Staff recommends option 1 to purchase from Electric Pump, as this is a reputable service company the City has worked with in the past



4280 E. 14th St. Des
Moines, IA 50313
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

Other Service Locations:
201 MN 21, New Prague, MN 56071
1434 5th Ave N – Fargo, ND 58102
115 Lipton Street, Suite B – Tea, SD 57064
6514 N. 91st Plaza – Omaha, NE 68122
706 East Price St. – Eldridge, IA 52748

TO: City of Nevada, IA
ADDRESS: 1209 6th Street, PO Box 530, Nevada, IA 50201
ATTN: Devin Cornish
OFFICE: Waste Water Operations
EMAIL: dcornish@cityofnevadaiaowa.org
DATE: 08/05/2026

Pumps & Controls Maintenance: Annual Service Agreement

Electric Pump is pleased to submit this annual pump & controls service agreement. This service includes the following maintenance for (8) WWTP Mixers: Wilo Mixers in the Oxidation ditch (west side)

2.7 HP 460V TR 60-2.25 8/6

****Following maintenance protocol per provided O&M Manual****

- One (1) Lot of trip & travel to each lift station
- One (1) Lot of labor to conduct maintenance agreement
- One (1) Maintenance report for each station serviced
- One (1) Lot of inspections provided on the following page

Annual Service Rate: \$6750.00

Note the following:

- Drawdown testing and pressure readings are not included, but can be upon request at an additional charge

Thank you for your consideration,

Ryan Lowman
Service Coordinator

Ph: (515)-305-1300

PUMP INSPECTION LIST

1. Check electrical condition of insulation on power cable & sensor cable and on all phases of motor windings (resistance check).
2. Check for any loose or faulty electrical connections within the pump control panel.
3. Check voltage supply between all phases on the line side of the electrical control panel; pump off.
4. Check voltage between all phases on the load side of the pump control (line side for single phase); pump off.
5. Check amperage draws on all phases of the pump motor.
6. Check condition and operation of motor thermal protectors (if so equipped).
7. Check condition and operation of leakage detector (if so equipped).
8. Removal of pump from lift station for physical inspection
9. Check condition of upper shaft seals (inspect condition of oil).
10. Check lower shaft seals (inspect condition of oil).
11. Change oil (if required).
12. Check for worn or loose impeller.
13. Check all impeller wear rings.
14. Check impeller tolerance (if possible).
15. Check for noisy upper and lower bearings.
16. Check pump cable for any obvious cuts or nicks.
17. Clean, reset and check operation of level sensors.
18. Check for correct shaft / impeller rotation.
19. Reinstall pump(s) and check for leakage / blow-by at discharge connection (if possible).
20. Test of operating cycle.

Prior to all inspections, the owner will be notified of our impending visit. This agreement does not include any parts, extra labor, or return trips that would be required as a result of inspection or service time.

Payment terms NET THIRTY (30) days.

Any additional repairs and/or parts replacement will be performed only when it is requested by the owner.

Electric Pump assumes no liability for loss of use, any direct, indirect or consequential damage of any kind in respect to the use or operation of pumps or any equipment or accessories used in connection therewith.

The owner's responsibilities will be:

- 1) Dispose of waste.
- 2) Have a representative available to allow entry to pumps and control panel.
- 3) Lift stations will be cleaned prior to inspection(s).

All parts and labor are subject to the manufacturers published warranty.

This agreement shall be effective from its signed date and shall continue in effect until termination of mutual agreement or by either part upon thirty (30) days prior written notice.

ACCEPTED THIS DATE: _____

COMPANY / CITY: _____

AMOUNT: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____



Quote
#QTE011995
07/31/2026

Midwest Pump Works, LLC.
825 SW Ordinance Rd
Ankeny, IA 50023

Bill To
Nevada IA, City of
457 S 6th St
Nevada IA 50201
United States
Phone:

Ship To
Nevada IA, City of
457 S 6th St
Nevada IA 50201
United States

Details

QUOTE IS FOR MAINTENANCE ON WILO MIXERS FOR 2026***SHIPPING NOT INCLUDED IN ESTIMATE***LEAD TIME 4-5 WEEKS

Prepared By	Phone	Email
Luke Den Adel	877-645-8004	info@midwestpumpworks.com
Sales Rep	Expires	Terms
Nathan Brockman	08/10/2026	Net 30

Item	Comment	QTY	Rate	Amount
23427 QUOTE ITEM	WILO CERAMIC TOUCH-UP KIT	3	\$1,250.00	\$3,750.00
23427 QUOTE ITEM	WILO SEALING WASHER (PACK OF 10)	3	\$140.00	\$420.00
23427 QUOTE ITEM	WILO PLUGS (PACK OF 3)	1	\$100.00	\$100.00
INSTALL SERVICES		1		\$7,205.90

Subtotal \$11,475.90

Total \$11,475.90

Pricing is valid for 10 days and does not include freight charges or applicable taxes.

Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.

Signature: _____ Date: _____

Thank you for your business.
Toll Free: 877-645-8004 | Email: info@midwestpumpworks.com | Website: <https://midwestpumpworks.com>



QTE011995



Quote
#QTE011995
07/31/2026

Midwest Pump Works, LLC.
825 SW Ordinance Rd
Ankeny, IA 50023

NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.

Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.

Thank you for your business.
Toll Free: 877-645-8004 | Email: info@midwestpumpworks.com | Website: <https://midwestpumpworks.com>



QTE011995



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877.645.8004

 **Address.**
825 SW Ordinance Road
Ankeny, IA 50023

 **Email.**
info@midwestpumpworks.com

 **Website.**
www.midwestpumpworks.com

STANDARD TERMS AND CONDITIONS

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ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) unless stated otherwise on the face of the attached quotation. Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs

Quotation, r4.2025

825 SW Ordinance Rd
Ankeny, IA 50023

1 Cannon St W
Dundas, MN 55019

1720 Fire Lane Drive
Green Bay, WI 54311



 **Phone.**
877.645.8004

 **Address.**
825 SW Ordnance Road
Ankeny, IA 50023

 **Email.**
info@midwestpumpworks.com

 **Website.**
www.midwestpumpworks.com

STANDARD TERMS AND CONDITIONS

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CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

Quotation, r4.2025

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Ankeny, IA 50023

1 Cannon St W
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1720 Fire Lane Drive
Green Bay, WI 54311



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STANDARD TERMS AND CONDITIONS

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT - DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Payment Terms / Please remit to:

Midwest Pump Works

PO Box 735936

Chicago, IL 60673-5936

Online payment accepted at <http://www.midwestpumpworks.com>

PAY NOW 3% charge for credit card and \$2.25 charge for e-Check

PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE

Quotation, r4.2025

825 SW Ordinance Rd
Ankeny, IA 50023

1 Cannon St W
Dundas, MN 55019

1720 Fire Lane Drive
Green Bay, WI 54311

WILO Field Service Event Proposal



Quote Provided for:

City of Nevada Iowa

Devin Cornish

62512 270th St

Nevada, IA 50201

515-382-2621

dcornish@cityofnevadaiaowa.org

Quote Provided to:

City of Nevada Iowa

Devin Cornish

62512 270th St

Nevada, IA 50201

515-382-2621

dcornish@cityofnevadaiaowa.org

Quote Date

7/15/2026

FSE0000695

Project or Event Name:

City of Nevada Iowa Mixer Maintenance

62512 270th St

Nevada, IA 50201

Notes

Quote includes 1 Field Service Tech for 2-days on site, all critical fluids and sealants, replacement plug washers and spare plugs. Electrical evaluations. Any parts needed for repairs will be noted separately.

Equipment Included for Service Event

Description	Motor	Qty	Voltage	Run A	Start A	Imp/Prop	kW	HP
TR 60-2.25-6/8	T 17-6/8REx	8	460	4.5	26	600	2	2.7
0	0	0	0	0	0	0	0	0.0
0	0	0	0	0	0	0	0	0.0
0	0	0	0	0	0	0	0	0.0
Total Units for Event		8						

Materials Included for Service Event

☒ Non-conductive white oil	Qty 9.0 L	☐ Repair Kit #2	Qty
☒ Synthetic gear oil	Qty 13.6 L	☐ Mechanical seal(s)	Qty
☐ Antifreeze coolant	Qty	☐ Bearing(s)	Qty
☒ Ceram-0 epoxy coating touch up	Qty 3	☐ Moisture probe w/cable	Qty
☒ Sikaflex® sealant	Qty 3	☒ Drain/fill plugs	Qty 3
☐	Qty	☒ Nylon crush washers	Qty 30
☐	Qty	☐	Qty

Trip Summary Information

Trips Included in Proposal # Days per Trip Total Days Included in Proposal

Total Project Quote

Travel Included ☐ Yes ☒ No

Travel Estimate (if not included) Invoiced at cost at time of event

Recommended Spare Parts **NOT** Included

Article	Description	Equipment	Qty	NET Ea.	Total NET
6068050	ELBOW PENCIL ELECTRODE G1/2 15M SET	Various	1	\$1,119.00	\$1,119.00
6075380	MECHANICAL SHAFT SEAL EMG1/35-G4 Q7Q7VGG	Various	1	\$821.00	\$821.00
Total NET for Spares NOT Included					\$1,940.00

For service to occur in a timely manner during two-days on site, customer to provide necessary lifting and removal system(s) and suitable and safe work areas for technicians. Electrician must be on site to disconnect each mixer for maintenance work, and reconnect once completed. Units must be off line for 24 hours after each repair for sealants to dry. If units removal and work must be staged rather than all at once, the number of days and trips could increase.

Quote is valid for 60 days from date of issue. PO must be received withing 60 days,

and work must be performed within 4 months of receipt of PO.