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MEMORANDUM

TO: Carie Anne Ergo, Village Administrator

FROM: Michel Subers, Public Works Director

DATE: February 13, 2023

SUBJECT Approving Resolution Waiving the Formal Bidding Requirements and Authorizing Purchase of a Sulzer APT Pump (Flow Technics, Inc.-\$39,488)

RECOMMENDED MOTION: Move to approve resolution Waiving the Formal Bidding Requirements and Authorizing Purchase of a Sulzer APT Pump from Flow-Technics, Inc. in the amount of \$39,488.

INTRODUCTION

Public Works is requesting waiving the formal bidding requirements and authorizing purchase of a Sulzer APT Pump from Flow-Technics, Inc. in the amount of \$39,488.

DISCUSSION

The Sulzer APT pump is a jet pump is located at the SNDR (the final process before mechanical dewatering) and recirculates/aerates the biosolids to maintain particle suspension. One year ago, the existing pump developed a hole on the volute. Staff was able to make a temporary repair with an epoxy patch and began researching a replacement volute. Results from staffs’ research pointed out that replacing the pump would not only be cheaper but also provide replacement of other worn items within the pump.

Staff received three proposals to replace the pump, with Flow-Technics, Inc providing the lowest proposal as shown below. The proposed equipment is identical to the existing pump and will be installed by staff.

Flow Technics Inc.....	\$39,488.00
Peterson and Matz Inc.....	\$43,500.00
Thermal Process Systems	\$47,234.29

FISCAL IMPACT

The Sulzer APT pump is in the CIP listed as project WW-21-002 and the Village currently has \$40,000 allocated in 55-52-73003 for the purchase.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Committee of the Whole on February 21st, 2023, for consideration and approval.

ATTACHMENTS

1. Photos of Existing Sulzer APT Pump
2. Flow-Technics, Inc Proposal
3. Peterson and Matz Proposal
4. Thermal Process Systems Proposal

Photos of Sulzer APT Pump. Rough Dimensions are 48"(h) x 36"(w) x 12"(d)





FLOW-TECHNICS, INC.

Proposal

Itasca WWTP
411 N. Prospect Ave.
Itasca, IL. 60413
Attn.: Roy Kressman

December 13, 2022

Sulzer APT Pump

We are pleased to offer the following proposal for your consideration:

1- Sulzer model APT52-14 pump end only, no motor. The pump is capable of delivering 5202 GPM AT 23.10' TDH.

1- Lot of Startup assistance

1- Lot of freight to jobsite

Price \$ 39,488.00

NOT INCLUDED:

1. Any item not specifically mentioned is not included, nor was it intended to be.
2. Anchor bolts
3. Off-loading and Field installation.

TERMS & CONDITIONS:

Payment: Net 30 Days; no startup will be performed without 100% payment.
- Not dependent or contingent upon manner in which purchaser may receive payment from others. 10% Retainage not to exceed 180 days.
- Shipments in entirety, or partials thereof, due in net 30 days after date of shipment.

Prices: Valid for 30 days from date of this proposal.

Taxes: Sales taxes are NOT included.

F.O.B.: Factory – Allowed to jobsite

Respectfully submitted,
FLOW-TECHNICS, INC.

Michael E. Carney

Michael E. Carney



PETERSON AND MATZ, INC.

757 South 8th Street
West Dundee, IL 60118
Phone: 847/844-4405

QUOTE

QUOTE #: 122022CK
DATE: DECEMBER 20, 2022

To:
Itasca WWTP

Ship To:

Comments or special instructions:

If SALES TAX is applicable, it must be paid direct to the state.

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Chris Kincaid					Net 30
QUANTITY	DESCRIPTION			UNIT PRICE	TOTAL
1	Sulzer APT Pump / Model Number APT52-14 Pump End only (no motor included) / 5202 GPM at 23.10' TDH - Start-Up Included - Freight Included			\$43,500.00	\$43,500.00
				SUBTOTAL	\$43,500.00
				SALES TAX	-0-
				SHIPPING & HANDLING	Included
				TOTAL DUE	\$43,500.00

If you have any questions concerning this quote, please contact
Chris – 847-844-4405

12/20/22

Chris Kincaid

Date



Parts Quotation

November 16, 2022

Reference: Thermal Process Systems Offering No. TPS- P221116 A
Budgetary Quote
Itasca WWTP

Mr. Kressman,

Thermal Process Systems is pleased to provide the following offering per your conversation with Justin Wippo.

Option 1

Item	Quantity	Cost / Item	Total Cost
APT 52-14 Complete SS Pump Double Mechanical Seal	1	\$47,234.29	\$47,234.29
		Total	\$47,234.29

Option 2

Item	Quantity	Cost / Item	Total Cost
APT 52-14 Complete SS Volute	1	\$43,911.66	\$43,911.66
APT 52-14 Side Plate and Service Kit	1	\$9,628.70	\$9,628.70
		Total	\$53,540.36

Notes

- 1) **Shipping charges are no longer added to the price. All shipping charges will be added to your invoice.**
- 2) Delivery is estimated at 12-16 Weeks for Option 1, 4-5 Weeks for Option 2, after order is received.
- 3) Please fill out the Plant Information form attached to proceed.

Work, installation, and material not included

Validity of Quotation

Prices are valid for Thirty (30) days from date of quotation.

Terms of Payment

Net thirty (30) days from date of invoice.

Conditions of Sale

See attached Thermal Process Systems "Terms and Conditions," which are hereby made part of this quotation.

If you have any questions regarding this quotation, please do not hesitate to contact us:

Thermal Process System
627 East 110th Ave
Crown Point, IN 46307
(219) 663-1034
Brittney Fischer
bfischer@thermalprocess.com

We wish to thank you for giving us the opportunity to submit this quotation, and trust that it will meet with your favorable consideration.

Sincerely,

Brittney Fischer

Brittney Fischer (Pressley)



**THERMAL PROCESS SYSTEMS TERMS AND CONDITIONS
FOR PARTS PROPOSALS**

DEFINITIONS

TPS-Thermal Process Systems	Offering - Offer to sell by TPS
Purchaser - Party issuing purchase order	Purchase Order - Acceptance of order
Owner - Party ultimately owning equipment	Acknowledgment - Confirmation by TPS of terms of agreement

CONTROLLING PROVISIONS

The terms and conditions set forth herein constitute the entire agreement between the parties. The selling price is based on the terms and equipment in the TPS Offering. The TPS acknowledgment of purchase order confirms the offered price, terms and equipment. The acknowledgment does not recognize any other price, terms or equipment contained in the purchase order which conflict with the TPS offering, unless specifically noted in the acknowledgment or otherwise confirmed in writing.

1. **ACCEPTANCE** - Acceptance of purchase order is indicated only by the acknowledgment of purchase order. Commencement of performance by TPS does not constitute acceptance.
2. **OFFERING** - Unless otherwise stated by TPS the price contained herein is firm, subject to acceptance within 30 days. Typographical or clerical errors in quotations are subject to correction by TPS.
3. **TERMS OF PAYMENT** –All invoices will be dated day of shipment. Unless otherwise stated by TPS, payment terms are net 30 days from date of each invoice. Interest at the lawful maximum rate on sums past due and related collection fees will be added to the delinquent amount and paid by Purchaser. If at any time in the judgment of TPS the financial condition of the Purchaser does not justify continuance of production or shipment, TPS may require adequate assurance of performance.
4. **TAXES** - Prices on the products specified herein are exclusive of any city, state, federal and foreign excise taxes, duties and customs, including, but not necessarily limited to taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes. If any are imposed they are to be paid by the Purchaser. Whenever applicable, Purchaser shall provide TPS with tax exemption documentation acceptable to the taxing authorities.
5. **SHIPMENT** – Unless otherwise stated, all prices are F.O.B. TPS shipping point. Method and route of shipment are at the discretion of TPS, unless purchaser supplies explicit instructions. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.

Cost of unloading equipment and any demurrage charges on shipments to Purchaser are to be borne by Purchaser. In order to maintain scheduled shipment dates TPS reserves the right to ship equipment less certain "buy-out" items. These items, when available from the manufacturer, will be shipped to the job site for installation by Purchaser. The installation and fit up, if necessary, will be for the account of Purchaser.

6. **DELIVERIES** - Statements as to expected dates of shipment from factory represent the best judgment of TPS and are based upon prompt receipt of all necessary information, including but not limited to, the return of approved drawings.
7. **DELAYS** - TPS will not be liable for any delay in the performance of order or contracts or in the delivery or shipment of goods, or for any damages suffered by Purchaser by reason of such delay nor shall the order be subject to cancellation, when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond the control of TPS.

It is not feasible for TPS to hold equipment within its facilities beyond the scheduled completion date. If Purchaser cannot accept delivery on the scheduled delivery date, TPS will, if circumstances permit, arrange for storage of the equipment for a reasonably limited period of time provided that Purchaser remits full payment for the equipment plus Purchaser shall assume cost of storage risks incident to storage.

8. **GUARANTEE** - TPS warrants that the material and workmanship going into the TPS Product is of good quality and in conformity with the best commercial practice.

Unless otherwise stated parts found to be defective in material or workmanship under normal use and service within one (1) year after shipment will be repaired or replaced without charge F.O.B. original point of shipment, the responsibility of TPS being limited to the cost of the defective parts. Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects. In no event shall TPS be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such replacement or repair.

ORP and pH Probes will be covered under warranty for three (3) months after shipment. All pump replacement parts will be covered under warranty for six (6) months after shipment.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.

Equipment may be returned for credit or replacement only after written TPS authorization and shipping instructions.

9. PATENTS - TPS agrees to defend, at its own expense, any suit brought against Owner on a complaint that any product furnished on this order constitutes an infringement of a patent, provided that TPS is notified in writing of such suit within 10 days after service of process therein on Owner, and all papers therein are delivered to TPS and TPS is given the authority, information and assistance to defend against the suit. TPS agrees to pay all damages and costs awarded therein against Owner. The foregoing states the entire liability of TPS for patent infringement. Purchaser and/or Owner shall hold TPS harmless for any expense or loss resulting from infringement of patents or trademarks arising from compliance with Purchaser's and/or Owner's designs or specifications.
10. SERVICE - The price quoted is for machinery and equipment. Service, if included in the quotation is an obligation to the Owner and will be rendered only after full payment of purchase price by the Purchaser.
11. CANCELLATION - Cancellation or suspension of order will be accepted only upon terms which reimburse TPS for costs incurred plus normal mark-up, and must be agreed to in writing by an officer of TPS.
12. EQUIPMENT CHANGES - Changes in equipment design or specifications quoted by TPS will be made only with the consent of TPS and on terms acceptable to TPS.
13. CLAIMS - After TPS has delivered the equipment to the carrier, the carrier is responsible for its safe and complete delivery to the Purchaser or Owner. It is consignee's responsibility to inspect and accept these goods and promptly report to the carrier and TPS any shortages, damages or other problems that might arise that will unfavorably influence the installation and/or operation of this equipment. Any of these conditions must also be noted on the carriers receipt.
14. CODES - TPS equipment and accessories are all designed in good faith with the intent of complying with all applicable codes existing at time of quotation. TPS shall not be responsible for any failure to comply with such codes which results from non-conforming location, operation, use or maintenance of the equipment or from alteration of the equipment not authorized by TPS, or from any option or accessory to the equipment which was available to the Purchaser or Owner but omitted at his direction, or from any design or instructions furnished by Purchaser or by Owner. Any liability to TPS for violations of codes shall be limited to modifications or replacement of the equipment so that it complies with the codes. TPS shall not be liable for any fines, penalties, or consequential damages. The TPS price does not include the cost of inspection, permits or fees related to verifying compliance with codes, regulations, standards or specifications.
15. BACK CHARGES - Back charges will not be accepted by TPS unless an officer of TPS has approved them in advance in writing.
16. INDEMNIFICATION - Purchaser shall indemnify and hold TPS harmless from all damages, liability and expense (including reasonable attorney's fees) arising out of claims or law suits of third parties based on or involving the equipment or its use, handling or operation.
17. LIMITATION OF LIABILITY - TPS's liability, howsoever arising with respect to any of the obligations which it may have assumed by reason of its performance of the work, is specifically limited as provided herein, and in no event shall TPS, its employees, agents and/or subcontractors be liable for any special, indirect or consequential damages whatsoever, including without limitation, any delays or loss of time in putting the system into operation, or any delays or loss of time to other parts of OWNER'S plant, or loss of production, profits, products, chemicals, utilities, etc. Under no circumstances shall TPS's total liability for any cause including without limitation tort, performance guarantee, contract warranty (expressed or implied), strict liability or otherwise arising out of this Agreement, exceed the lesser of the actual loss, harm or damage or the original purchase price of the involved equipment or system sold by TPS to this purchaser.
18. ARBITRATION - Any controversy or claim arising out of or relating to this agreement or the performance or breach thereof that cannot be settled by the officers of each party shall be settled by arbitration in the city of Crown Point – Lake County, Indiana, in accordance with the then current rules and procedures of the American Arbitration Association.