

RESOLUTION NO. 41 - 19

**A RESOLUTION APPROVING AN AGREEMENT WITH
VANDEVANTER ENGINEERING FOR THE PURCHASE AND INSTALLATION OF A
WASTER BOOSTER PUMP STATION**

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village has utilized Vandevanter Engineering for its water pumps in the past and has a satisfactory relationship with said firm; and

WHEREAS, the Village is currently in need of a second water pump station and due to the limited source re of the equipment and past services by the company waives any formal bidding for the tank and desires to contract with Vandevanter Engineering for the purchase and installation of the same type of water pump currently used by the Village;

WHEREAS, the Village President and Board of Trustees find it in the best interests of the Village to enter an agreement with Vandevanter Engineering for the purchase and installation of a water pump station as set forth herein.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Agreement with Vandevanter Engineering. The Village President and Village Board of Trustees approve the proposal attached as Exhibit A, from Vandevanter Engineering, as well as the certified testing, and hereby authorize the Village President and/or Village Manager to execute the necessary documents.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 9th day of July, 2019, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	6	0	0	

APPROVED by the President of the Village of Chatham, Illinois this 9th day of July, 2019.


Dave Kimsey, Village President

Attest:

Amy Dahlkamp, Village Clerk

EXHIBIT A
VANDEVANTER ENGINEERING PROPOSAL

**Proposal # 120318MR1-R2
March 21, 2019**

**Mr. Dustin Patterson
Village of Chatham
116 East Mulberry
Chatham, IL 62629**

**RE: REVISED NEW PUMP, VFD, INSTALLATION MATERIALS, AND PREVAILING WAGE
INSTALLATION FOR A NEW AURORA PUMP ASSEMBLY THAT MEETS NSF 61 STANDARDS
AND ABB VFD CONTROL CABINET FOR THE WATER BOOSTER STATION - REVISED**

Dear Dustin,

Per MY Conversation with Ted LaBelle, and the Specification that was written for your Job, I have Revised the Price of this Proposal per his Request, with a 7% Total Discount. This Proposal is for a Complete Turn-Key Installation of the New Pump Assembly and VFD Control Cabinet for the Station above. This Proposal Includes all Prevailing Wage Mechanical and Electrical Installation Labor and Expenses for this Job, as well as the Electrical and Piping Material and Valves for this Project. The Start Up and Testing of these items after installation is included as part of this Proposal. Per Your Request, I am listing the Certified Test as options to this Proposal. Based on our meetings and our conversations, We Propose the Following:

ONE (1) – Aurora Model 411 Horizontal Split Case Pump, Size 5 X 6 X 15 NSF 61 Compliant Bronze Fitted, Single Stage, with Hot Water Seal Assemblies, Steel Base Plate, Rubber-In- Sheer Coupling, Bronze Impeller Wear Ring, Stainless Steel Impeller Wear Rings, Base Plate with Grout Holes, complete with 75 HP, 1800 RPM Motor, TEFC Design, 230/460 Volt Three Phase, Frame 365TS, Premium Efficiency Motor, and Coupling Guard. Includes Special Coating per the Specification On the Inside of the Pump, the Outside of the Pump, the Base Plate, and the Coupling Guard on this Pump

ONE (1) – 8" Flanged Gate Valve, with Hand Wheel Operator

ONE (1) – 8" Flanged Rubber Flapper Check Valve, with Mechanical Position Indicator, to match Existing Check Valve

ONE (1) LOT – Flanged DIP Piping Material and Fittings

ONE (1) – ABB Model ACQ 550 Variable Frequency Drive, For use with 240 Volt Three Phase Power, rated at 75 HP, FLA of 221 Amps, with NEMA 12 Painted Steel Enclosure,

CALVERT CITY

DECATUR

ST. LOUIS

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX

Proposal # 120318MR1-R2
Page -2-

With Circuit Breaker Disconnect Switch, Fan Cooled, with Door Mounted Keypad, Elapsed Time Meter, and Green VFD Running Light, and Red VFD Failed Light.

ONE (1) LOT - Electrical Installation Materials

ONE (1) LOT - COGENT Controls Group Crew Labor, at Prevailing Wages for Sangamon County To Install the New VFD on the Wall, Run Conduit and Wiring from the Disconnect Switch to the VFD Controller, and the New VFD to the New Pump to Be installed as part of this Project. Perform Factory Authorized Start Up and Testing of the Drive, once it has been Installed, which will double the Factory Warranty on the VFD to Two Years. Program and Test Unit as necessary to Put the New Pump on Line

ONE (1) LOT - COGENT Field Service Crew Labor, at Prevailing Wages for Sangamon County To Remove the Old Engine Driven Pump and Base Plate, Level the Existing Concrete Pad, Install and Level the New Pump in It's Place, and Pipe the New Pump up to the Existing Piping at this Station. Perform alignment and Testing Of the New Piping and Valves once the Installation has been Completed.

PRICE FOR ALL LISTED ABOVE.....\$74,810.00

Normal Delivery of the Equipment and Installation on this job is 12 - 14 Weeks After Receipt Of Your Signed Proposal or Your Purchase Order, Standard Terms and Conditions Will Apply,

FREIGHT - F.O.B. Factory - Freight will be added to the Total Above.

TERMS - See attached Terms and Conditions

OPTION ONE - CERTIFIED TESTING FOR THE PUMP ABOVE

ONE (1) - Factory Certified Test

ADD TO PRICE ABOVE FOR OPTION ~~TWO~~ ^{ONE}.....\$698.00

NOTE: This Pump will be covered under the 1 Year Manufacturer's Warranty and the Installation Warranty of this Pump will be for 1 Year from Date of Installation and Start-Up

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX

3003

Proposal # 120318MR1-R2
Page -3-

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact me at (314) 402-3642. If the proposal meets with your approval, please sign, date and mail or fax a copy back to our office and we will order your equipment.

Thank you for the opportunity to furnish this proposal to the VILLAGE OF CHATHAM. If I can be of further assistance to you on this or future projects, please let me know.

Sincerely,



Michael A. Rynd

VANDEVANTER ENGINEERING CO.
Aftermarket/Service Representative

MAR/mar

ACCEPTED THIS DATE July 10, 2019 BY Patrick M. McCarthy
COMPANY Village of Chatham TITLE Village Manager
ADD OPTION ONE - CERTIFIED FACTORY TESTING TO BASE PACKAGE yes

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX

TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal,

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX

Terms and Conditions

Page -2-

please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised - February 2019

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX