



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Sanitary Sewer Flow Meter Purchase		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water and Wastewater.		
Date:	06/17/2019		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$44,109.00	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Executive Summary:			
<p>The Fiscal Year 2020 budget has \$64,000 allocated for the purchase of sanitary sewer flow meters. The meters will obtain flow data that will be used during the multi-year sanitary sewer evaluation study and any future studies. The data will identify areas for further investigation and/or improvements to the system. In the past the City has rented flow meters. Because the Sanitary Sewer System Evaluation being performed by Deuchler Engineering is a multi-year system wide study, purchasing the meters is more cost effective than renting. City staff and Deuchler Engineering have evaluated two different flow meters that will work with existing software used by Deuchler Engineering. Staff obtained a quote from Hach and ISCO. ISCO is the recommended flow meter and is \$10,006 less than the Hach flow meters. Attached is a memorandum by Deuchler Engineering which provides the justification for the purchase of ISCO meters.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Deuchler Memorandum • Hach Quote • ISCO Quote 			
Voting Requirements:			
<p><i>This motion requires <u> 7 </u> affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Staff requests that the City Council waive the competitive bid process and authorize the City Administrator to purchase ISCO flow meters as quoted at a cost not-to-exceed \$44,109.00			

RESOLUTION NO. 2019-64

**RESOLUTION AUTHORIZING EXECUTION OF
Purchase of ISCO Flow Meters**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, purchase agreement with Gasvoda & Associates, Inc for flow meters used for sanitary sewer flow monitoring.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2019

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

Flow Meters

Deuchler obtained meter quotes from both Hach and Isco. In our experience, these two companies are superior to their competition with respect to equipment reliability and data quality. The prices listed below are for 8 flow meters, accompanying sensors, and data collecting software:

- Hach: \$54,115 (includes ability to connect multiple sensors to the same meter)
- Isco: \$44,109 (Isco's meters allow for multiple sensors to be attached to each meter)

We recommend the purchase of ISCO 2150 AV Module.

- The software is relatively easy to operate. Intuitive.
- Customer support is very helpful. They are good at fixing any issues that come up.
- We have had good experience with the accuracy and reliability of the data.
- Can measure reverse flows.
- Deuchler has a more extensive history of malfunctioning equipment with Hach than Isco.



Quotation

Hach Company-Flow Products & Services
 PO Box 608
 Loveland, CO 80539
 Phone: (800) 368-2723
 Email: HachFlowSales@hach.com
 Website: www.hachflow.com
 Tax Reg/ID:

Quote Number: 100444295v2

Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 10-Jun-2019

Quote Expiration: 12-Aug-2019

City of Geneva
 1800 South Street
 Geneva, IL 60134

Name: Bobby Peters
 Phone: 630-423-0450
 Email: bpeters@deuchler.com

Sales Contact: Richard Espy Email: resp@hach.com Phone: 301-524-6391

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	FL902.97.XX	FL902 LOGGER	8	4,552.00		4,552.00	36,416.00
2	77065-030	aaNon Oil-Filled,Sigma Submerged A/VSensor, 0-10 ft level range, 30 ft cable length with connector and hub assembly. *WEEE *NRD 6963700	8	1,356.00		1,356.00	10,848.00
3	8531300	AV9000 AREA VELOCITY ANALYZER MODULE	8	869.00		869.00	6,952.00
4	8528300	CABLE ASSY, COMM, USB	1	136.00		136.00	136.00
5	FSDATA_DESKTOP	SOFTWARE, FSDATA DESKTOP V1.8.1.5	1	0.00		0.00	0.00
						Grand Total	\$ 54,352.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.



GASVODA & ASSOCIATES, INC.
 "Helping people use water efficiently"

**1530 Huntington Drive
 Calumet City, IL 60409
 Phone 708-891-4400
 Fax 708-891-5786
 PROPOSAL**

TO: City of Geneva

DATE: June 11, 2019

PROJECT: ISCO 2150s

ATTN:

E-MAIL:

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following proposal for your review and consideration on the above named project. Kindly review our offer in its entirety and let us know of any further questions or requirements. This is for installation by others. The Terms and Conditions listed herein shall apply to this offer. Please review them carefully as they have changed.

<u>Qty</u>	<u>Description</u>
8	2150 Flow Module with 2191 Battery Module. Includes Area Velocity Sensor with 10 ft. (3 m) level measurement range and 33 ft. (10 m) cable, 2 battery holders, and carrying handle with suspension strap. Also includes instruction manual and coupon for free ISCO Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately).

Total Investment for the equipment and freight as offered herein will be: \$44,109.00*

****Subject to and in accordance with the Terms & Conditions listed in this proposal with no exceptions, or alternative pricing will apply.***

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

TERMS: NOTICE, NEW TERMS AND CONDITIONS APPLY. SEE ATTACHED SHEET FOR DETAILS.

FREIGHT: F.O.B. factory, allowed to jobsite. ___ Prepay and add to invoice

START-UP: 0 day(s) start up is included. Additional start up, if required, will be billed at our standard rate.

TAXES: ALL applicable taxes must be added.

SUBMITTAL DATA: ___to___ weeks after receipt of order

DELIVERY: 2 to 5 weeks after approval and authorization to proceed.

DURATION: This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

ACCEPTED: _____

(Authorized signature)

BY:

Hunter Hardesty

Title: _____

Date: _____

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms & conditions stated above and at the end of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required “Ship To” information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO:	_____	SHIP TO:	_____
	_____		_____
	_____		_____
	_____		_____

CONTACT PERSON: _____

PHONE: _____

PURCHASE ORDER NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE

TERMS

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
 - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
 - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
 - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. General
Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty
Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller
Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period
Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation
Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes
Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage
If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals
Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance
We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up
NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.