

RESOLUTION NO. 23 - 13

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, IL, TO AUTHORIZE THE VILLAGE MAYOR TO PURCHASE MATERIALS FOR THE VILLAGE OF DUPO – WASTE WATER TREATMENT PLANT AERATOR SUBMERSIBLE CHOPPER PUMP

WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on September 18, 2023, at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Village of Dupo is authorized to purchase equipment for public purposes; and

WHEREAS, the Mayor and Board of Trustees seek to ensure that the Waste Water Treatment Plant is maintained in accordance with state and federal requirements; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois desire to purchase an IEPA/EPA required aerator submersible chopper pump; and

WHEREAS, the aforementioned aerator submersible chopper pump shall be used for public purposes by the Village of Dupo at the Water Treatment Plant; and

WHEREAS, three (3) competitive bids were obtained and Landia, Inc. of Cary, North Carolina was determined to be the winning bidder based upon the superior product offered and the status of said vendor as more knowledgeable with the Dupo Water Plant existing equipment and its relation to the equipment being installed. And the bid of \$26,130.00 was accepted by the Village Board as attached in Exhibit "A" hereto; and,

WHEREAS, the aerator submersible chopper pump is necessary to maintain and promote the efficient and effective treatment of waste water for the welfare of the community and the requirements of the IEPA/EPA; and

WHEREAS, funds are currently available for the purchase of the aerator submersible chopper pump through the American Rescue Plan Act which will require the Mayor to execute documents for the purchase of the said pump; and

WHEREAS, the Corporate Authorities of the Village of Dupu, Illinois hereby find that it is necessary, advisable and in the best interests of the Village and its citizens to authorize the purchase for use by the Village of Dupu and the aerator submersible chopper pump as set forth in Exhibit "A" attached hereto;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupu, Illinois.
2. That the Village of Dupu, Illinois is to purchase the pump set forth in Exhibit "A" from Landia, Inc.
3. That the Mayor of the Village of Dupu, Illinois is hereby authorized to purchase the aerator submersible chopper pump for \$26,130.00 for the Village of Dupu, Illinois.
4. That the Mayor of the Village of Dupu, Illinois, on behalf of the Village shall execute such documents necessary for the purchase of said pump.

PASSED this 18th day of September 2023 by the Village Mayor and the Village Board of Trustees of the Village of Dupu, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Ron Dell	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Tammy Taylor	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Dawn Keys	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Joe Basinski	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Ken Phillips	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Kerry Foster	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

[This space intentionally left blank.]

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 18th day of September 2023.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

[End of document.]

Quotation for AeriGator Chopper Pumps

	<u>One (1) Detention Basin</u>
Ditch Dimensions	33' x 25' x 6' deep
Pumped Liquid	Raw influent wastewater containing a lot solids.
Pump Application	Add supplemental aeration and mixing to the tank.

One (1) AeriGator, model DG-I 105 17.9-HP 1800, 3ph/460V/60Hz is equipped with the following:

- Cast Iron Motor Housing
- Thermal Sensors in the Windings
- 30' Power Cable
- Hardened Steel Extended Knife System
- Stainless Steel Suspension/Lifting Bracket
- Stainless Steel Support Foot, Horizontal
- Stainless Steel AirJet Ejector with Nozzle
- PVC Spiral Hose and Tightening Clamps
- Stainless Steel Hose Fixing Bracket
- 20' Grab-Link Lifting Chain/Wire

One (1) Local Control Panel include the following:

- NEMA 4X, 304 Stainless Steel Enclosure
- Circuit Breaker Disconnect
- 480 x 120 VAC Control Transformer
- 460/3/60 NEMA Full Voltage Motor Starter
- HOA Switch Handle
- Adjustable Repeat Cycle Timer

Delivery to Village of Dupo, IL

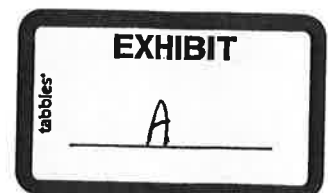
Principal Drawing No. 37A1005

Price per unit includes the above equipment..... \$26,130.00

Optional – Startup and training by Landia – one trip, one day \$1,500.00

Please note the following:

- The pump requires a flat surface to sit securely on the tank floor.
- The AeriGator must be completely submerged while operating.



90-Day Trial

Landia is pleased to offer the following trial conditions for one (1) AeriGator and one (1) standard control panel:

- **Price for initial 90-day for one (1) pump and panel \$4,900.00**
- **Optional startup by Landia – one trip, one day \$1,500.00**
- The initial 90-day rental price includes delivery but does not include installation or wiring.
- Once the initial 90-day period has expired, the Village of Dupo (Customer) may extend the rental period for an additional 90 days (total of six months) for an additional \$4,900.
- Once the rental period has been completed, the Customer has the option to purchase the equipment for the balance due or return the equipment to Landia. (Other payment plans are available upon request.)
- The trial pump may be pre-owned but has been refurbished by Landia's factory-trained service technicians.
- If the pump and panel are returned, then Customer shall un-install the pump, clean all the equipment, and return to Landia's facilities in North Carolina at the Customer's expense.
- The AeriGator and Landia-provided accessories remain the property of Landia, Inc. until the purchase price is paid in full.
- Customer is responsible for all equipment maintenance during the rental period.
- Payment terms are net 30 days from the date of each invoice.

Trial-to-Buy Offer for One (1) Model DG-I 105 17.9-HP AeriGator and One (1) Control Panel

Matt Hamilton
Village of Dupo, IL
195 Coulter Rd.
Dupo, IL 62239

Offer accepted by: _____

Name: _____ Date: _____

Purchase Order No (if required): _____



Items not Included

- VFD
- Installation
- Field Wiring
- Field Testing
- Hatches
- Any other device, equipment, materials, or labor not specifically called out in this proposal.
- Anchor Bolts
- Explosion-Proof Motor
- Spares
- Seal Control

Additional Information

- **Our prices include duties and freight to the Village of Dupo, IL.**
- We do not collect and are not responsible for any sales and use taxes. If these taxes are applicable, you are responsible for remitting them directly to your state's Department of Revenue.
- Prices valid for 60 days from proposal date.
- Payment conditions will be defined at the time of the order.
- Delivery: Typical delivery is 2-3 weeks after receipt of a purchase order, based on availability in our warehouse in Cary, North Carolina. If a pump is not in stock in NC, delivery will be 6-8 weeks.
- We are pleased to attach the following documents:
 - Principal Drawing No. 37A1005
 - Technical Data Sheet
 - General Terms of Sales and Delivery

Pump recommendation is based on the information available to Landia as of the date of this proposal. We reserve the right to make any necessary alterations to the information stated above when this offer becomes a firm order.

We trust our proposal is of interest and look forward to hearing from you.

Sincerely,



Soren B. Rasmussen
Sales Director

SBR/ASE/jam/mrw



COPYRIGHT - This drawing is the property of Landia and cannot be shown, copied, given to a third party or used in any other way without permission from Landia.

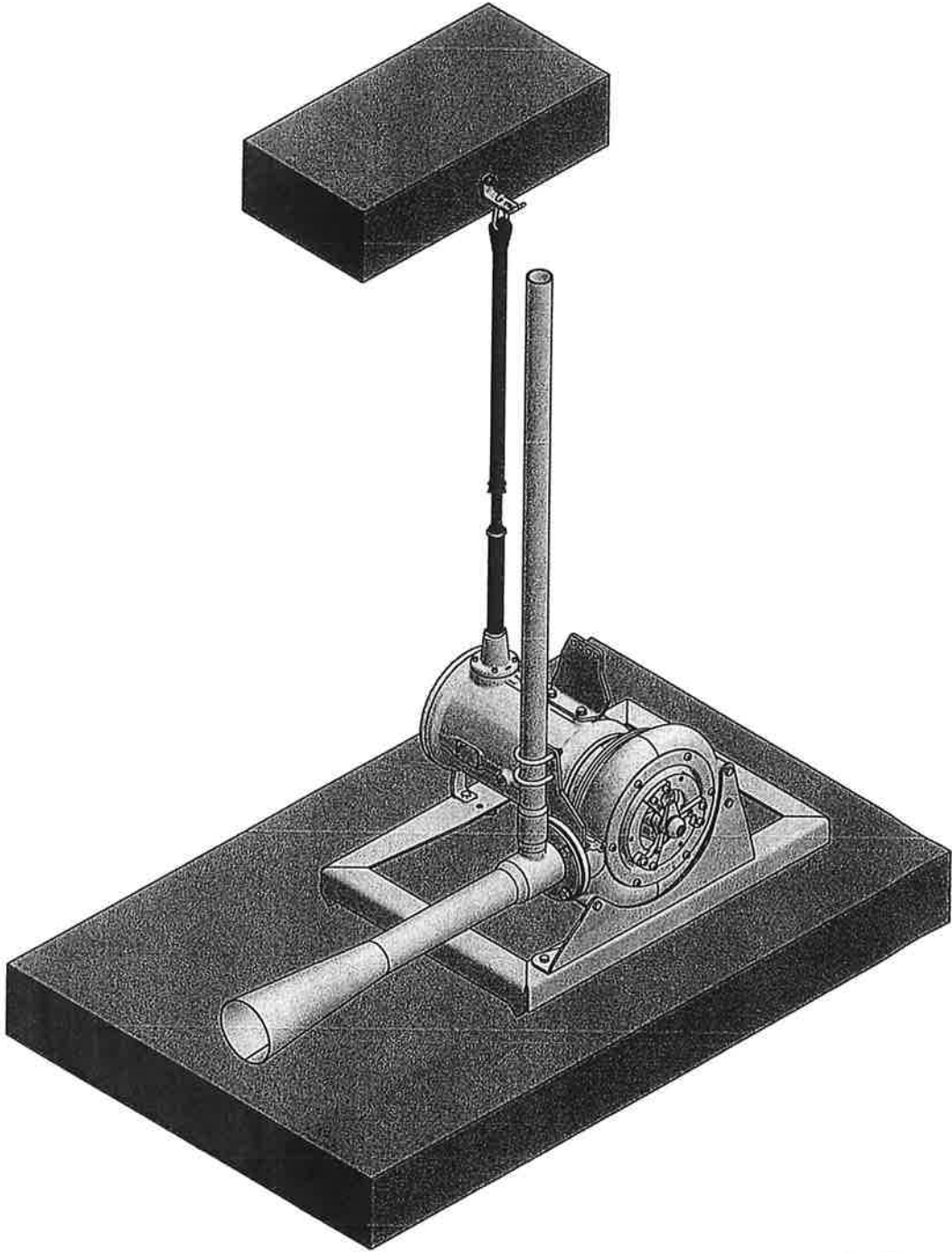


EXHIBIT
tabbles
 A

Landia

Oxigator
w/mounting frame

Scale:	Sign.:	Date:
1 : 15	BNV KSK	31-03-2021
Dwg.no.:	37A1005	

Technical Data Sheet

Article no. 2324911 Submersible Pump Model DG-I 105 17.9 HP, medium pressure

Manufacturer..... LANDIA
 Type..... DG-I
 Impeller revolutions..... 1755 rpm
 Motor series..... 132
 Weight..... 352 lb
 Electrical cable..... 10 × AWG 10
 Controls..... Thermal sensors 120°C
 Option..... *Seal control*
 Exterior and interior seals..... Mechanical shaft seals

Pressure Side:

Discharge diameter..... Ø 105 mm
 Dividing circle/bolt holes..... Ø 170 mm/4 pcs Ø18 (DIN 2631)

Material:

Motor housing and oil chamber..... Cast iron AISI A48-40B
 Pump housing..... Cast iron AISI A48-40B
 Impeller..... Cast iron AISI A48-40B
 Bolts and screws..... Stainless steel AISI 316
 Mechanical shaft seals..... Silicon carbide / Silicon carbide
 Surface coating..... Painted
 Option..... *2-component coating*
 Knife system: 1 fixed and 2 rotating knives..... A570 Gr 36 hardened
 Option: 3 fixed and 2 rotating knives..... *Extended knife system* ✓

Motor:

Manufacturer..... LANDIA
 Type..... DM 17.9.4
 Rated effect..... 17.9 HP
 Revolutions..... 1755 rpm
 Phases × voltage, frequency..... 3 × 460 V, 60 Hz
 Start current direct..... 152 A
 Rated operating current..... 22.0 A
 Power factor, cos φ..... 0.84
 Cage class..... IP 68
 Option..... *Class I, group C & D*
 Insulation class..... F
 Minimum voltage allowed..... 430 V

Oil:

Type, standard..... Castrol Tecton 15W-40
 Type, for seal control..... *Castrol Hypspin HVI 46D*
 Quantity..... 4.4 quarts
 Recommended service interval/oil change..... every 2,000 hours of operation or
 minimum once a year



Conditions of Sale**A. Acceptance**

This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. In the absence of this, the Buyer's written order will be valid. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

B. Terms

Net due thirty (30) days after the date of invoice unless otherwise stated in the proposal. These terms are subject to approval by our Credit Department. Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Any balance remaining due thirty-one (31) days beyond the due date will be subject to a monthly service fee until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney fees. The Buyer is responsible for all bank charges and fees in connection with payment. Payment by cheque is not approved until the cheque has been cashed by the Buyer's bank.

C. Taxes & Other Charges

Unless otherwise indicated, no Sales, Use, Retailer's Occupation, Service Occupation, Service Use, or similar taxes and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

D. Warranty

Landia Inc. warrants to Buyer that equipment sold hereunder, of its manufacture, is free from defect in material and workmanship, and is of the kind and quality designated or described herein. This warranty shall run to Buyer and, if applicable, such entity specifically identified in the Primary Contract only, but not to their employees, representatives, agents, customers, assignees, etc., and applies to those technical portions of the Engineer's Specifications only to the extent that they are referred to herein. This warranty shall be in full force and effect at the time of shipment of such equipment for a period of one (1) year from the date of invoice. Landia Inc. undertakes and reserves the right to free of charge to redress at their works or to exchange defect products. The parts replaced transfer automatically to the manufacturer's property and must be returned to them as agreed. Expenses or costs incurred with the return and re-assembly or corresponding arrangements and indirect loss and damage will not be compensated. The obligation of Landia Inc. to replace or redress such defective parts shall be the exclusive remedy hereunder. Buyer must give Landia Inc. notice in writing of any other alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim more than thirty (30) days after the warranty period shall be valid. The warranty extends to replaced parts of Landia Inc.'s manufacture for ninety (90) days or the remainder of the original warranty period applicable to the parts being replaced.

This warranty shall not apply to:

- A. Any equipment which has been subjected to misuse, neglect, or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without Landia Inc.'s specific written consent;

- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in Landia Inc.'s Operator's Manual for such equipment.

No allowances will be made for any such alterations or corrective work done without the specific written consent of Landia Inc. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in Landia Inc.'s proposal, is not warranted in any way by Landia Inc. but carries only that manufacturer's warranty, if any.

No representative of Landia Inc. has any authority to waive, alter, vary, or add to the items hereof without prior written approval.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

E. Security Interest

Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

F. Changes & Delays-Cost

If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto.

G. Delays

We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. In the event of such conditions, Landia Inc. is entitled to cancel the order or to extend the time for delivery specified herein during the continuance of such conditions and for a reasonable time thereafter.

H. Claims

Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within eight (8) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Landia Inc. to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LANDIA INC. assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

I. Transportation Expense

Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. Landia Inc. will provide and maintain in responsible insurance companies, at its own expense, insurance against loss and damage to the equipment by fire or other casualty during transportation of the equipment from Landia Inc.'s works and to the final destination of the equipment. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

Conditions of Sale

Page 2/2

J. Liability

It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

K. Liquidated Damages

If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

L. Installation Representative

At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Landia Inc.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All service performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

M. Cancellation

Cancellation or suspension of a contract will be accepted only upon terms that will indemnify Landia Inc. against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. Our company may cancel the order prior to or at the time of receiving the final approved drawings if our company deems itself insecure, or determines that it is commercially unreasonable for us to proceed. In this event, you will be refunded any and all deposits you have made to us.

N. Contract

We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and our company's authorized officer.

O. Arbitration

Any controversy or claim arising out of or relating to this transaction shall be settled in Cary NC by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof.

P. Confidential Information

All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

Q. Validity

Should an individual section of these conditions – regardless of reason – be invalid, this will not affect the validity of the remainder.

RES # 23-13
PASSED



ENGINEERED TO LAST

July 6, 2023

Project: AeriGator for Detention Basin
Village of Dupo, IL WWTP

Contact: Matt Hamilton
Company: Village of Dupo, IL
Address: 195 Coulter Rd.
Dupo, IL 62239
Office: 618-286-4200

Reference: Landia Project No. 77511

Dear Matt:

Thank you for your interest in the Landia AeriGator Submersible Chopper Pump and its application in the Detention Basin. Landia has selected the model DG-I 105 AeriGator chopper pump for the requirements of the application. Landia has manufactured chopper pumps for over 70 years, with thousands of installations globally. Landia's chopping system is separate from the pumping system, ensuring a non-plugging operation. With Landia's simple approach to chopping and pumping we are able to supply the answers to all your jobs.

Contact Information

Dan Hufker
Flo-Systems Inc.
905 Cherry Lane
Troy, IL 62294
Phone: 618-667-7890
Mobile: 618-979-0884
Email: danhufker@flosystems.com

Landia, Inc.

111 Triangle Trade Drive
Cary, North Carolina 27513
Phone: 919-466-0603
Fax: 919-460-1666
Email: info@landiainc.com
Website: www.landiainc.com

