

RESOLUTION NO. 903

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS FOR PURCHASE OF TWO DIESEL POWERED DRI-PRIME SCREW CENTRIFUGAL PUMPS FOR LIFT STATIONS #4 AND #8 FROM APSCO.

WHEREAS, the City of Gig Harbor is in need of replacing two aging Genset generators with standardized Diesel Powered Dri-Prime Screw Centrifugal Pumps at Lift Station #4 and #8; and

WHEREAS, the Diesel Powered Dri-Prime Screw Centrifugal Pumps would provide needed pump-around capability that is currently unavailable at Lift Stations #4 and #8; and

WHEREAS, the Diesel Powered Dri-Prime Screw Centrifugal Pumps would reduce noise levels that we currently receive citizen complaints on when the Genset generator is running; and

WHEREAS, the Diesel Powered Dri-Prime Screw Centrifugal Pumps will provide a reliable backup to aging pumps and electrical components; and

WHEREAS, APSCO is the sole source supplier for this product; and

WHEREAS, the City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:

Section 1. Waiver of Competitive Bidding. As authorized by Section 2 of Resolution No. 593, competitive bidding is hereby waived for the purchase of two Wemco-Hidrostral Diesel Powered Dri-Prime Screw Centrifugal Vacuum Prime Pumps with no fluid bypass, as APSCO is the sole supplier of the product.

RESOLVED this 25th day of June, 2012.

CITY OF GIG HARBOR



MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:



CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



FILED WITH THE CITY CLERK: 06/12/12
PASSED BY THE CITY COUNCIL: 06/25/12
RESOLUTION NO. 903

Exhibit A



APSCO, LLC

PO Box 2639 • Kirkland, WA 98083-2639

Ph: (425)822-3335 • Fax: (425)827-6171

E-mail: apsco@apsco-llc.com

June 18, 2012

Darrell Winans
 City of Gig Harbor
 Public Works
 3510 Grandview Street
 Gig Harbor, WA 98335

RE: Screwsucker Pump Sale Redundancy for Lift Stations 4 and 8, REV 1

Dear Mr. Winans,

Thank you for the opportunity to provide you with a proposal for our Screwsucker pumps model 104S and 150S for permanent installation at lift stations 4 and 8, respectfully. We have conservatively sized the pumping units for complete redundancy as you have requested. Please find pricing and unit specific characteristics outlined below.

Item	Description	Quantity	Unit Price	Total
A	<p>SCREWSUCKER MODEL 104S</p> <ul style="list-style-type: none"> • Hidrostal F4K-S Screw Centrifugal Pump • Conditions of Service 900 gpm @ 150 ft TDH • High Chrome wear parts • Externally adjustable wear liner • John Deere 4045TF280 Diesel • Electronic Dry Prime • Busch Electronic Vacuum System • <i>Automatic Level Controls</i> • Auto exercise timer • Whisper Quiet Galvanized Steel Noise Enclosure • Powder coated Blue finish • 8" flanged suction and 6" flanged discharge • 1 set of spare filters 	1	\$85,882.00	\$85,882.00
B	<p>SCREWSUCKER MODEL 150S</p> <ul style="list-style-type: none"> • Hidrostal F6K-S Screw Centrifugal Pump • Conditions of Service 1800 gpm @ 50 ft TDH • High Chrome wear parts • Externally adjustable wear liner 	1	\$89,531.00	\$89,531.00

	<ul style="list-style-type: none"> • John Deere 4045TF285 Diesel • Electronic Dry Prime • Busch Electronic Vacuum System • <i>Automatic Level Controls</i> • Auto exercise timer • Whisper Quiet Galvanized Steel Noise Enclosure • Powder coated Blue finish • 8" flanged suction and 8" flanged discharge • 1 set of spare filters 			
	Subtotal			\$175,413.00
	Tax 8.5%			\$14,910.11
	Total items A &B including tax			\$190,323.11

FOB: Kirkland, WA. Freight allowed to City of Gig Harbor WWTP

Delivery 14-18 weeks After Receipt of Order

Terms: 30% upon order, 60% upon shipment, 10% on startup. Checks/Purchase orders Payable to APSCO LLC

APSCO, LLC standard Terms and Conditions of Sale

Warranty: 2 year extended warranty included: 24 months from acceptance or 30 months from shipment.

Sale includes: 1 set each electronic Operation and Maintenance Manuals, 1 day startup and training per location.

THIS QUOTATION DOES NOT INCLUDE: PIPING, INSTALLATION, VFD's, GAUGES, ANCHOR BOLTS, SEAL WATER SYSTEMS, OR TELEMETRY CONTROLS OF ANY KIND. THE ATTACHED GENERAL TERMS AND CONDITIONS OF SALES ARE INCORPORATED IN, AND MADE A PART OF, THIS PROPOSAL. THIS PROPOSAL WILL EXPIRE IN SIXTY (60) DAYS UNLESS EXTENDED IN WRITING BY APSCO.

We value your business and look forward to continue working with you. Please do not hesitate to call with any questions.

Sincerely,



Joe Kernkamp

Enclosures:

104S Brochure

150S Brochure

Terms and Conditions of Sale



APSCO, LLC

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Ph: (425)822-3335 • Fax: (425)827-6171

E-mail: apsco@apsco-inc.com

ORDER AGREEMENT

TO:	Mr. Darrell Winans	FROM:	Joe Kernkamp
Email:	winansd@cityofgigharbor.net	PHONE:	425-822-3335
Phone:	253-851-8999	DATE:	6/15/12
COMPANY	City of Gig Harbor	PAGES:	1 of 9
Customer Ref:		APSCO REF:	LS #4

The City of Gig Harbor Wishes to order From APSCO, LLC. One (1) Screwsucker model 150S as Describe in quote dated June 16th for installation as pump station redundancy at sewer lift station number 4.

This Order Agreement between the City of Gig Harbor, with offices loacated at 3510 Grandview St. Gig Harbor, WA 98335, and APSCO, LLC, with offices at 1120 8th st. Kirkland, WA 98033, establishes the terms and conditions of sale as follows:

1. Purchase Price: \$89,531.00 Lump Sum (includes freight, excludes taxes). Washington State Sales tax can be collected by APSCO, LLC at a rate of 8.5%
2. Shipping Terms: FOB Origin, Freight Included and allowed to the jobsite.
3. Payment Terms: 30% upon Order Placement, 60% upon delivery and 10% upon start up and training.
4. Warranty: The Seller warrants the unit until 12 months after the Owner acceptance of the product or until 18 months after delivery of such product to Buyer, whichever is earlier, that each product will be free of defects in material and workmanship. Seller will cause any products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

5. Ship to Address: _____
City of Gig Harbor WWTP
_____ 4216 Harborview Dr. _____
Gig Harbor, WA
_____ 98335 _____

6. The attached APSCO terms and conditions of Sale shall apply to this order and are fully incorporated for reference.

I acknowledge that the foregoing represents the Order Agreement and our Acceptance of that terms stated above. Further, I hereby certify that I am authorized to bind the agency to contractual matter.

City of Gig Harbor
By: _____ DATE: _____
Print
Name: _____
Title: _____

Note: Your signed Order Agreement must be returned with 30% payment in order for us to commence with production. Thank you for your cooperation in this matter, please reply by email to jkernkamp@apsco-llc.com

Sincerely,

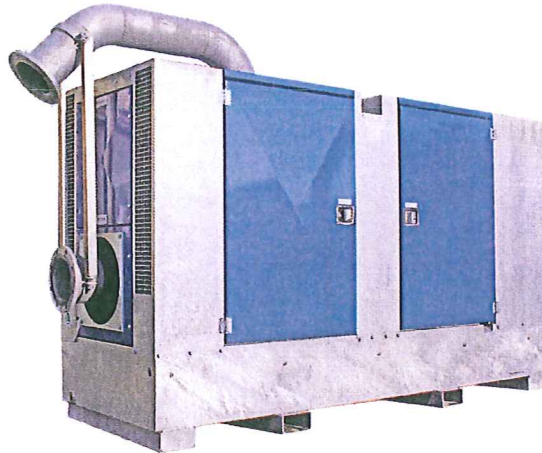
Joe Kernkamp
Vice President



SCREWSUCKER™

PUMPING BY APSCO

Model 150. Dry Running, Self Priming, Solids Handling Diesel Engine Pump System

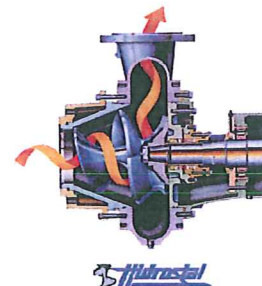


Properties:

- ▶ Clog resistant impeller and liner in wear resistant configuration.
- ▶ Impeller has large free passage of 4.5"
- ▶ Fuel consumption is 50% lower than conventional dirty water pumps with the same free passage.
- ▶ Large pump capacity combined with a low engine power rating.
- ▶ The pump set primes very quickly even at large suction heights.
- ▶ The vacuum system can handle large quantities of air. Up to 59 cfm, standard is 15 cfm.
- ▶ Capable of pumping unscreened raw sewage water.
- ▶ Capable of pumping viscous liquids.
- ▶ The wear liner can be adjusted from outside the pump R3 configuration.
- ▶ Choice of vacuum system mechanical or electronic.
- ▶ Pump is capable of long running times in snore conditions.
- ▶ Pump can dry prime down to 28 feet.
- ▶ Automatic start / stop system (level switching).
- ▶ Very low noise emission.
- ▶ Double shaft seal immersed in oil bath (sic/sic and carbon/ceramic)

Applications:

- ▶ Sewer Bypass
- ▶ Drainage of building sites.
- ▶ Well pointing and drainage lines.
- ▶ Flood prevention duties.
- ▶ Emergency pump station.



Technical specifications:

Discharge and suction connections
Capacity (maximum @ 1650 RPM)
Head (maximum @ 1650 RPM)
Pump type and manufacture
Engine type and make
Engine power rating
Engine starting system
Required pump power
Capacity diesel tank
Acoustic canopy

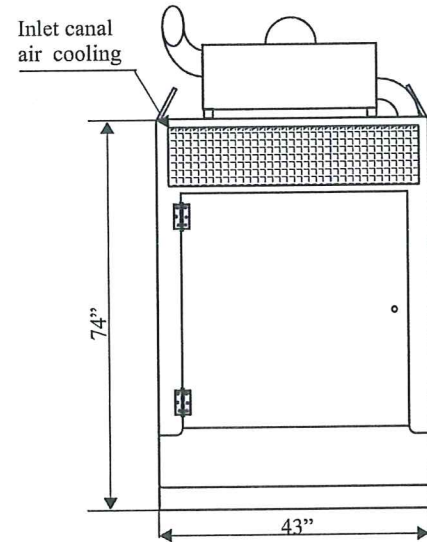
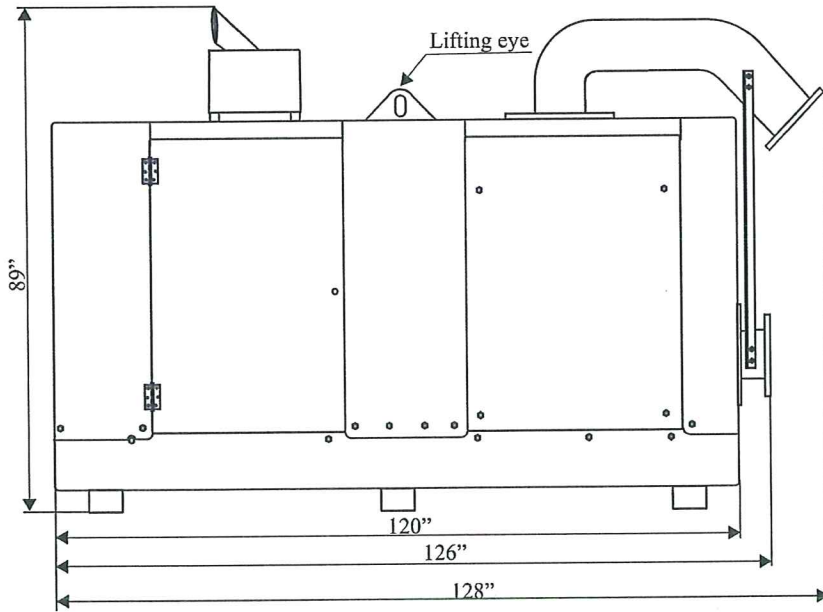
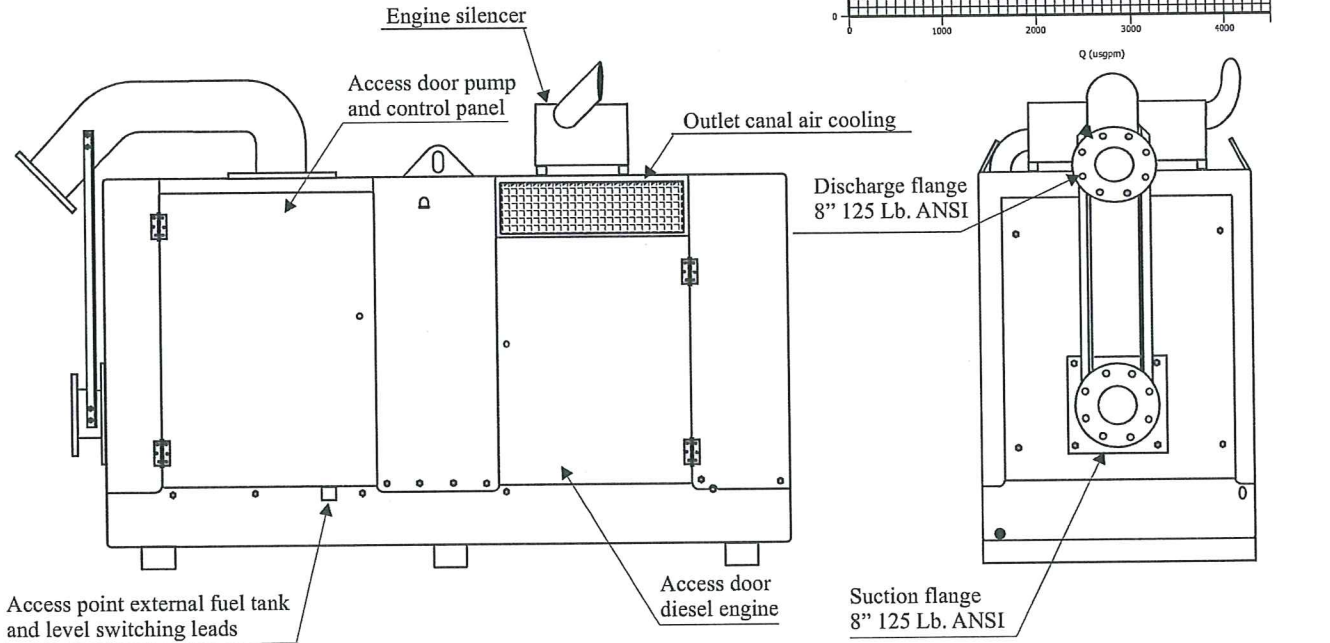
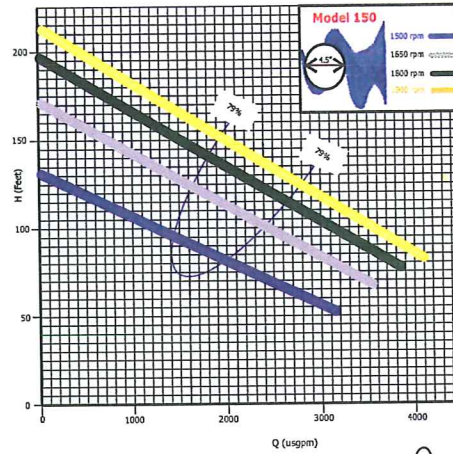
Flange - 8" 125 LB. ANSI.
4121 GPM.
210 Feet.
F06K-S01 or F06K-S3R / Hidrostat Screw Centrifugal.
CAT C4.4 Water Cooled
84 HP @ 1650 RPM.
12 volt DC manual and automatic level switching.
64 HP @ 1500 RPM.
152 gallons sufficient for 48 hours continuous running at maximum load.
Noise emissions reduced to 65 dB(A) at 23 feet distance.
The canopy doors can be locked. The canopy also serves as a containment vessel to prevent leakage from the unit. The vessel has a built in oil/water separator.
A hand pump is built in to assist in pumping out diesel engine sump and containment fluids. The entire canopy is constructed from galvanized steel sheeting.
Approximately 6200 lbs.

Weight

SCREWSUCKER™

Model 150

Dimensions are in inches.
 Material canopy: Sendzimir Galvanized Steel Sheeting.
 Dimensions, configuration and weight can vary.



Hydrostal *Inventors of the*

Screw-Centrifugal Pump



APSCO, INC. 1-800-791-6195

P. O. Box 2639 - Kirkland, WA 98083-2639

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E-mail: apsco@apsco-inc.com

ORDER AGREEMENT

TO:	Mr. Darrell Winans	FROM:	Joe Kernkamp
Email:	winansd@cityofgigharbor.net	PHONE:	425-822-3335
Phone:	253-851-8999	DATE:	6/15/12
COMPANY	City of Gig Harbor	PAGES:	1 of 9
Customer Ref:		APSCO REF:	LS #8

The City of Gig Harbor Wishes to order From APSCO, LLC. One (1) Screwsucker model 104S as Describe in quote dated June 16th for installation as pump station redundancy at sewer lift station number 8.

This Order Agreement between the City of Gig Harbor, with offices loacated at 3510 Grandview St. Gig Harbor, WA 98335, and APSCO, LLC, with offices at 1120 8th st. Kirkland, WA 98033, establishes the terms and conditions of sale as follows:

1. Purchase Price: \$85,882.00 Lump Sum (includes freight, excludes taxes). Washington State Sales tax can be collected by APSCO, LLC at a rate of 8.5%
2. Shipping Terms: FOB Origin, Freight Included and allowed to the jobsite.
3. Payment Terms: 30% upon Order Placement, 60% upon delivery and 10% upon start up and training.
4. Warranty: The Seller warrants the unit until 24 months after the Owner acceptance of the product or until 30 months after delivery of such product to Buyer, whichever is earlier, that each product will be free of defects in material and workmanship. Seller will cause any products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

5. Ship to Address: City of Gig Harbor WWTP
4216 Harborview Dr.
Gig Harbor, WA
98335

6. The attached APSCO terms and conditions of Sale shall apply to this order and are fully incorporated for reference.

I acknowledge that the foregoing represents the Order Agreement and our Acceptance of that terms stated above. Further, I hereby certify that I am authorized to bind the agency to contractual matter.

City of Gig Harbor

By: _____ DATE: _____

Print

Name: _____

Title: _____

Note: Your signed Order Agreement must be returned with 30% payment in order for us to commence with production. Thank you for your cooperation in this matter, please reply by email to jkernkamp@apsco-llc.com

Sincerely,

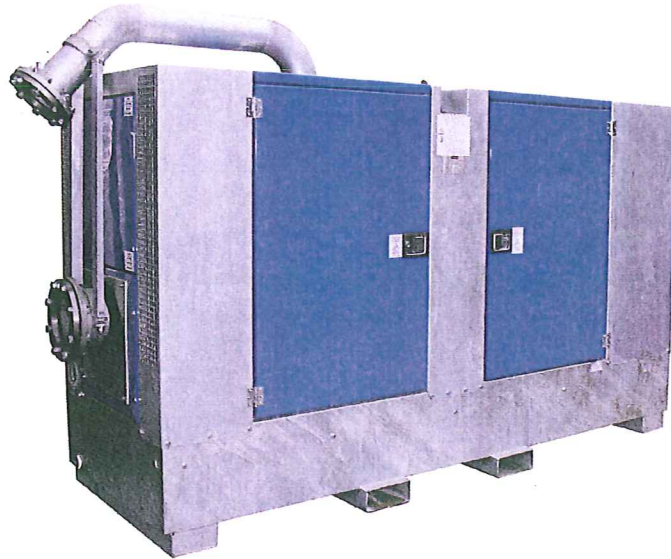
Joe Kernkamp
Vice President



SCREWSUCKER™

PUMPING BY APSCO

Model 104S, Dry Running, Self Priming, Solids Handling Diesel Engine Pump System



Properties:

- ▶ Clog resistant impeller and liner in wear resistant configuration, 3R configuration.
- ▶ Impeller has large free passage of 3".
- ▶ Very economical. Fuel consumption is 50% lower than conventional dirty water pumps with the same free passage.
- ▶ Large pump capacity combined with a low engine power rating.
- ▶ The pump set primes very quickly even at high suction lifts.
- ▶ The vacuum system can handle large quantities of air. Up to 59 cfm, standard is 15 cfm.
- ▶ Capable of pumping unscreened raw sewage water.
- ▶ Capable of pumping viscous liquids.
- ▶ The wear liner can be adjusted from outside the pump. R1 and R3 configuration.
- ▶ Electronic vacuum system.
- ▶ Pump can dry prime down to 28 feet.
- ▶ Automatic start / stop system (level switching).
- ▶ Very low noise emission.
- ▶ Double shaft seal immersed in oil bath guarantees an extended shaft seal life (silicon / tungsten)

Applications:

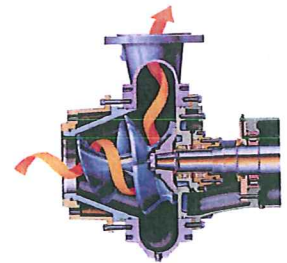
- ▶ Sewer Bypass.
- ▶ Drainage of building sites.
- ▶ Well pointing and drainage lines.
- ▶ Pumping bentonite and sludge.
- ▶ Emergency pump station.

Technical specifications:

Discharge connection
Suction connection
Capacity (maximum)
Head (maximum)
Pump type and manufacture
Engine type and make
Engine power rating
Required pump power
Engine starting system
Capacity diesel tank
Acoustic canopy

Flange - 6" 125 LBS. ANSI.
Flange - 8" 125 LBS. ANSI.
2000 GPM.
210 Feet.
F04K-S01(3)R / Hidrostral Screw Centrifugal.
Deutz / BF4M2011, 4 cylinder oil cooled diesel engine.
63 HP @ 1800 RPM.
52 HP @ 1750 RPM.
12 volt DC manual and automatic level switching.
125 gallon, sufficient for 48 hours continuous running at maximum load (1500 RPM).
Noise emissions reduced to 65 dB(A) at 23 ft. Distance.
The canopy door can be locked. The fuel tank is built into a container to prevent leakage. The fuel tank container has a built in oil separator.
A hand pump is built in to assist in pumping out diesel engine sump and double bottom. The entire canopy is constructed from galvanized steel sheeting.
Approximately 6000 Lbs.

Weight

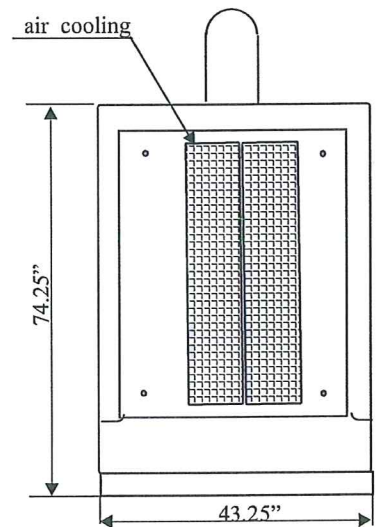
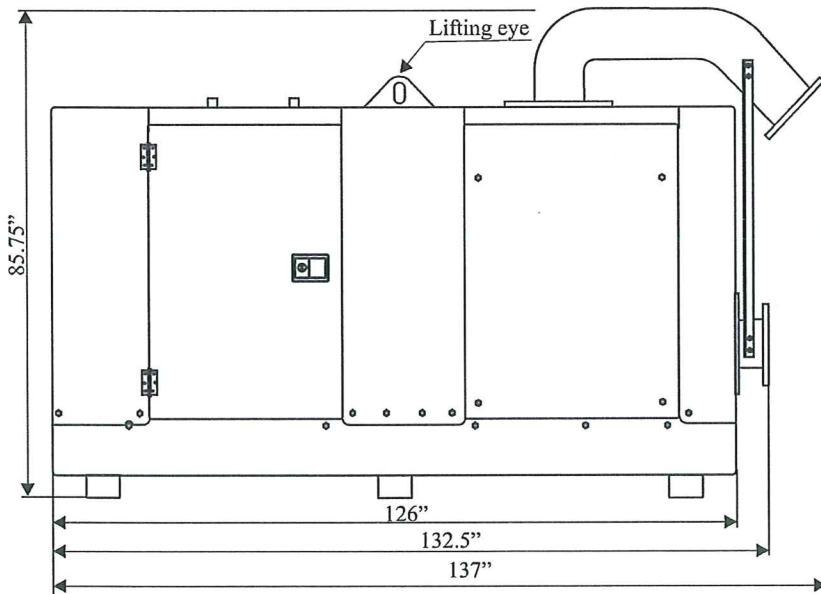
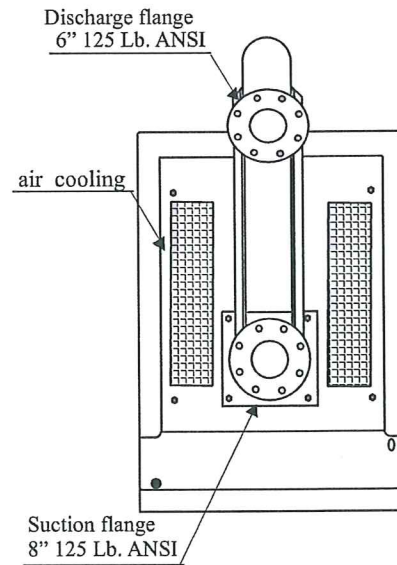
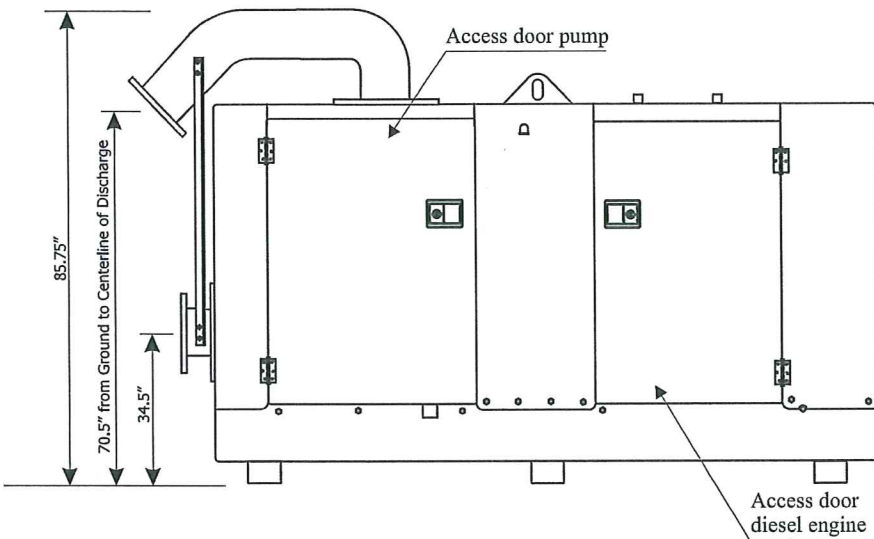
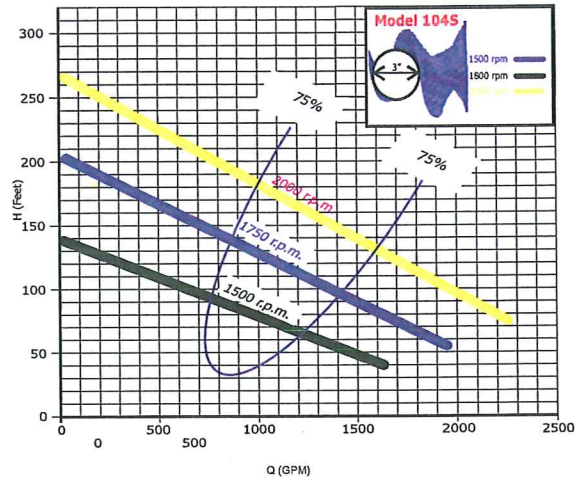


 **Hidrostral**

SCREWSUCKER™

Model 104S

Dimensions are in inches.
 Dimensions, configuration and weight can be changed or vary without notice.
 Drawing is not to scale.
 Suction flange: 8" 125# ANSI.
 Discharge flange: 6" 125# ANSI.



Hydrostal *Inventors of the*

Screw-Centrifugal Pump



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APSCO LLC TERMS AND CONDITIONS OF SALE

1. SCOPE: Unless otherwise agreed in writing, Seller's (APSCO, LLC) acceptance of Purchaser's purchase order is conditioned upon Purchaser accepting these terms and conditions. Seller sells its equipment in accordance with the following provisions.

2. PRICES: Prices are F.O.B. Seller's or its supplier's plant. Prices do not include any federal, state or local sales, use or other taxes and taxes will be added to the sale price for Purchaser's account.

3. TERMS: Unless otherwise agreed, all invoices are due and payable 100% net 30 days from date of shipment or notification of readiness to ship. All credit terms are offered subject to Purchaser's credit worthiness with said worthiness to be determined solely by the Seller. Full payment is due as indicated and late payment may be subject to a specified service charge. Purchaser shall pay the full invoiced amount to Seller, regardless of any payment schedule between Purchaser and the Owner, or others. If Purchaser is in default in any payment, Seller may offset any monies of Purchaser available to Seller or in Seller's possession; declare all payments for work completed immediately due and payable; stop all further work until payments are brought current and/or require advance payment for future shipments.

4. ITEMS INCLUDED: Each sale includes only the equipment described in the order. Responsibility for proper operation of equipment if not installed or operated in accordance with Seller's instructions, rests entirely with Purchaser. Seller shall supply only those safety devices, if any, described in the order or in its proposal and drawings, and shall comply with those provisions of the federal Occupational Health and Safety Act of 1970 which Purchaser and Seller have identified as specifically applicable to the manufacture of Seller's equipment hereunder. Seller shall not be responsible for compliance with state or local safety and health statutes of special application unless it has accepted such responsibility in writing.

5. SECURITY INTEREST: Seller retains a security interest in and right of repossession to the equipment until the full purchase price has been paid. Purchaser will not encumber nor permit others to encumber said equipment by any liens or security instruments. In the event legal action is necessary to enforce Purchaser's obligations under this order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it prevails. Purchaser shall provide insurance for Seller's benefit to protect Seller's interest against loss or damage until invoice is fully paid.

6. SHIPMENTS AND DELIVERY: Seller shall use its reasonable efforts to meet all shipment or delivery dates recited herein or in Purchaser's order, but any such dates are estimates only and are not guaranteed. Seller shall have no liability to Purchaser for damages or penalties, direct or indirect, for any delay in shipment or delivery, whether such delay is minor or substantial, nor shall Purchaser have the right to declare a breach of contract because of any such delay. Delivery of schedules are subject to prompt receipt by Seller of all necessary information and instructions from Purchaser, including any required approval of drawings, and establishment of agreed terms of payment. Unless otherwise agreed, all shipments are F.O.B. Seller's factory and all claims for damage, delay, or shortage arising from any shipment shall be made directly against the carrier by the Purchaser. When shipments are specified F.O.B. destination, Purchaser shall inspect the equipment, and notify Seller of any damage or shortage within seven days of receipt. Failure to so notify Seller shall constitute acceptance by Purchaser, relieving Seller of liability for damages or shortages. Unless prohibited by Purchaser, Seller shall make partial shipments of completed items for payment under terms of order.

7. WARRANTY: Seller warrants equipment of its manufacture only in accordance with its current applicable Seller's Product warranty against defects in workmanship and materials, which warranty is incorporated by reference and made a part hereof.

8. PATENTS: Seller agrees that it will defend and indemnify Purchaser against damages arising from proceedings, alleging that Seller's equipment infringes any apparatus claim of a patent existing as

of date of order, provided Seller is given prompt written notice of such proceeding or threat thereof under a patent, and Purchaser

accords Seller full control of the defense, applicable patent/fraud counterclaims, settlement or compromise thereof and any recoveries thereunder. Purchaser agrees that it shall furnish Seller, on request, all needed information, assistance and authority to enable Seller so to defend. Seller will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in rendering assistance at Seller's request. The foregoing states the entire liability of Seller with respect to patent infringement. Purchaser agrees that it shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses to which the Seller may become liable by reason of any infringement or alleged infringement of a patent or patents arising out of performance of this order if the equipment is constructed in accordance with Purchaser's detailed drawings or designs submitted to Seller.

9. CANCELLATION, SUSPENSION OR DELAY: If Purchaser requests or causes a cancellation, suspension or delay of Seller's work, Purchaser shall pay Seller all appropriate charges incurred up to date of such cancellation, suspension or delay, plus Seller's overhead and reasonable profit. Additionally, all charges related to and risks incident to storage, disposition, and/or resumption of work shall be borne solely by Purchaser.

10. LIMITATION OF LIABILITY: Seller shall not be liable to Purchaser for any consequential or incidental damages of any nature for any reason whatsoever, whether such damages are based in contract or in tort, including strict liability or negligence. The remedies stated in Seller's warranty attached hereto constitute the sole and exclusive remedy of Purchaser for any defect in material and workmanship or performance failure of Seller's equipment. Seller's liability for direct damages shall not exceed the material portion of the contract price for the defective equipment.

11. CHANGES AND BACKCHARGES: Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller agrees thereto and an equitable adjustment is made to price and/or delivery. Seller will not approve or accept returns of or backcharges for labor, materials or other costs incurred in modification, adjustment, service or repair or equipment unless previously approved in writing by an authorized employee of Seller.

12. CHANGES IN DESIGN: With proper notification in writing to Purchaser, Seller reserves the right to modify the design and construction of equipment in order to incorporate improvements or to substitute material equal or superior to that originally specified. No charge shall be made to Purchaser for modifications made to Seller's option.

13. PROPRIETARY INFORMATION: All information furnished by Seller is solely for Purchaser's use in connection with the equipment purchased herein, and shall not be disclosed to any third party without Seller's prior written consent, unless required by law.

14. FORCE MAJUERE: The Seller shall be relieved of its obligations hereunder and of any liabilities contained herein whenever and to the extent to which the fulfillment of such obligations is prevented, frustrated or impeded by conforming to any statute or any rule, regulation, order or requisition made thereunder, or any consequence thereof, by state, federal, national or international prohibition or sanction, by war (whether declared or not), military activity, terrorism, acts of public enemies, accidents, fire, flood, nuclear fallout, acts of God or any cause of like or different kind beyond its control, or by reason of any industrial dispute, or any consequence thereof.

15. GOVERNING LAW: This agreement shall be interpreted in accordance with the laws of the State of Washington, U.S.A., which laws shall be deemed to be the governing law of this contract with regard to any disputes or questions of interpretation between the parties.

16. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto and supersedes any previous communications, representations, or agreements, whether oral or written, and is not subject to modification except in writing, signed by an authorized officer of each party.