

## Garden Grove Sanitary District

## INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal

From: William E. Murray

Dept.: General Manager

Dept.: Public Works

Subject: PURCHASE OF PUMPS AND EQUIPMENT  
FOR PROJECT NO. 7806 - BELGRAVE  
SEWER PUMP STATION REPLACEMENT

Date: February 26, 2013

## OBJECTIVE

To seek authorization from the Garden Grove Sanitary District (District) Board to issue a purchase order to acquire submersible sewage pumps and ancillary equipment to be used for the Belgrave Sewer Pump Station Replacement – Project No. 7806.

## BACKGROUND

Belgrave Sewer Pump Station was constructed by Midway City Sanitary District in the early 1960's. This pump station was given to the District along with Tiffany Sewer Pump Station when the District boundaries were redefined in 1997. Deficiencies in storage capacity and equipment deterioration were identified for the pump stations requiring the replacement and upgrading of the pump stations.

Since then, the District has completed the construction of the Tiffany Pump Station replacement project and recently completed the design of the Belgrave Pump Station replacement project. Bid sets for the Belgrave Pump Station replacement project have been sent to the pre-qualified contractors for construction bids. It is anticipated that the construction for the Belgrave Pump Station replacement project will start around the end of June 2013.

## DISCUSSION

The longest delivery time item of approximately 20 to 24 weeks will be the submersible sewage pumps. This could delay the construction process if the purchasing of the pumps were to be included in a construction contract. In an effort to reduce the construction delay and standardize the pumping equipment within the District's pump stations, it is the staff's recommendation that the District purchase the pumps directly from the manufacturer now so that the pumps will be delivered in time for installation by the contractor.

Staff has obtained a quote from Flo-Systems, Inc. in the amount of \$249,588 for the purchase of three (3) Wemco "Hidrostal" screw channel centrifugal pumps. These are the same type of the pumps that were preferred and used by the staff for

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the Tiffany Pump Station replacement project due to their durability and ease of maintenance. The price includes freight, start-up services, field tests, and training of the District field personnel.

Pursuant to Garden Grove Municipal Code Section 2.50.060(ed), and based on the City's Public Works Department recommendations, the Finance Director has determined that the purchase of the submersible sewage pumps and ancillary equipment for the Belgrave Sewer Pump Station Replacement can only be obtained through Flo-Systems, Inc.


FINANCIAL IMPACT

There will be no impact to the General Fund. The cost of the pumps is included in the 2012-13 Capital Improvement Budget and will be financed with Sewer Funds.

RECOMMENDATION

It is recommended that the District Board:

- Authorize the issuance of a purchase order to Flo-Systems, Inc. for the Belgrave Sewer Pump Station pumps and ancillary equipment in the amount of \$249,588.

  
WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer

  
By: Samuel Kim, P.E.  
Project Engineer

Attachments: Flo-Systems Quote

**Recommended for Approval**

  
Matthew Fertal  
General Manager



3010 Floyd St. • Burbank, California 91504-2599 • (818) 562-5282 • FAX (818) 842-3217  
www.flo-systems.net

February 14, 2013  
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TO: Zeki Kayiran, Principal  
AKM Consulting Engineers  
553 Wald  
Irvine, CA 92618

Ph: 949-753-7333  
Fax: 949-753-7320

Reference: City of Garden Grove Belgrave PS, Wemco Hidrostral Pumps, Pre-purchase proposal, based on attached pump specifications provided by AKM Consultants

Mr. Kayiran:

Flo-Systems is pleased to propose the following equipment.

Conditions: 1400 GPM at 82' TDH,

See attached Wemco detail scope of supply, pump performance curve, and technical data sheets:

**Three(3) Wemco "Hidrostral" screw centrifugal pump model F6K-M with 52 HP, 1775 RPM, 3/60/480 volt Hidrostral immersible motor, 75' power and control cable, 30' of lifting cable, stainless steel impeller, integrated stainless steel suction cover and liner as a single piece, cast iron volute and back plate, 316 stainless steel fast out guiderail bracket and base, (no pipes), coal tar epoxy paint, five-point factory performance test. 5-year factory standard warranty per attached factory comment Part 6, and spare parts(includes one SST impeller, 3 sets of mechanical seals and O-rings)).**

	Price: \$231,100.00
Tax @ 8%.....	\$18,488.00
Total:	\$249,588.00

**Delivery: 22 weeks after the approval of the submittals and release to production.  
Submittals: 4 weeks after the receipt of the purchase order.**

**See attached factory comments.**

**INCLUDED:**

1. Sales Tax.
2. Freight to the jobsite. (FOB factory - freight allowed to the first destination).
3. **Start-Up Service, Training & Field Tests** - We provide the services of one Flo-

tests are limited to our providing guidance and presence while the field tests are performed by others. Training is limited to guidance in utilizing the manufacturers operations and maintenance manuals. Additional service is available for an additional cost.

4. Factory tests and certified test data.
5. Shop drawings and maintenance manuals.
6. Spare parts(one SST impeller, 3 sets of mechanical seals and O-rings).
7. 5-year standard manufacturer warranty per attached Wemco form GSD-31.

**NOT INCLUDED:**

1. Anchor bolts & jacking screws.
2. Gauges - warning signs.
3. Valves, piping, pipe supports, companion flanges.
4. All electrical controls & control panels.
5. Any accessories or services not specifically mentioned in our proposal.
6. Travel and entertainment expenses for the Owner and/or Engineer and/or Third party inspector relating to relating to witness testing or other factory visits/inspections.

**THIS PROPOSAL EXPIRES IN 60 DAYS** from the date of this proposal.

This proposal reflects prices based solely upon Flo-Systems Terms and Conditions attached.

Thank you for the opportunity to submit this proposal.

Very truly yours,  
Flo-Systems, Inc.

**Amir Soltanieh**

**Cell: 949-266-7640**  
**Offc: 949-855-0919**  
**Fax: 949-855-0929**

**FLO-SYSTEMS, INC.**  
**TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE.** This proposal is submitted to Purchaser subject to the terms and conditions hereinafter set forth. There are no agreements or representations, verbal or otherwise, outside of this proposal. Upon the acceptance hereof by Purchaser by signing an acceptance copy of the proposal and returning the same to Seller and upon execution of this proposal by an authorized representative of Seller, this proposal shall become a binding contract. Where our Principal reserves the right to invoice Purchaser directly, our principals terms and conditions shall apply and this proposal shall not be considered binding until said Principal accepts Purchaser's order.
2. **PAYMENT.** Terms are Net 30 days from date of shipment and invoice, Seller may ship on a "when ready" basis and partial invoice that equipment shipped. Partial invoices are bound by the same terms and conditions as those invoices submitted upon complete shipment of equipment.
3. **RETENTIONS** not previously approved in writing by FLO-SYSTEMS will not be honored.
4. **BACKCHARGES** not authorized by FLO-SYSTEMS written purchase order will not be honored.
5. **DELIVERY.** FLO-SYSTEMS shall not be liable for delays in delivery due to fire, flood, natural causes, labor trouble (including strikes, slowdowns and lockouts), war, Government regulations, riots, civil disorders, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accidents, acts of God or any other cause beyond Seller's reasonable control. Please let us know the delivery date required for this equipment. We will process this order using all means possible to insure "on time" delivery. Any information regarding delays in your schedule that will affect our equipment, must be made available to us. In most instances our factories can delay shipment of equipment within reasonable limits to meet a revised schedule. Job delay information not passed on to us in time for us to reschedule delivery will not be considered sufficient cause to delay payment to us. If shipment is delayed at request of Purchaser or By Government action, payment becomes due when the factory is ready to make shipment.
6. **RESPONSIBILITY.** FLO-SYSTEMS shall not be responsible for damage to equipment if misused, stored or improperly installed. FLO-SYSTEMS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, LIQUIDATED OR OTHER SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING, BUT WITHOUT LIMITATION, PRODUCTS MANUFACTURED, PROCESSED OR TRANSPORTED BY THE USE OF THE EQUIPMENT) OCCASIONED BY OR ARISING OUT OF THE OPERATION, USE, INSTALLATION, REPAIR OR REPLACEMENT OF THE EQUIPMENT OR OTHERWISE. Breach of any term or condition of this contract shall not be deemed to invalidate the remainder of this contract.
7. **WARRANTY.** For benefit of the original user, FLO-SYSTEMS, INC. warrants all new equipment to be free from defects in material and workmanship; and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which FLO-SYSTEMS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the Purchaser. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free to charge for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY FLO-SYSTEMS AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL EXPRESS, IMPLIED OR STATUTORY. This warranty shall not apply to equipment or parts thereof which have been altered or repaired without FLO-SYSTEMS authorization or damaged by improper installation or application, or subject to misuse, abuse, neglect or accident. This warranty applies only to equipment manufactured and sold by FLO-SYSTEMS, INC. In cases where equipment is manufactured by other, the manufacturer's warranty shall take precedence.
8. **TAXES.** Prices are exclusive of all taxes, federal, state local of any kind or nature.
9. **PRICE PROTECTION.** Unless otherwise set forth herein, prices are firm based upon the following conditions:
  - a) Receipt of a valid order within 30 days from date of proposal.
  - b) Receipt of drawings and specifications necessary to proceed within one week of Purchase Order.
  - c) Receipt of customer's complete written approval and release for production within four weeks after approval drawings are submitted by FLO-SYSTEMS.Prices will be increased a maximum of one Percent per month for any additional time required by contractor.
10. **TRANSPORTATION.** Unless otherwise set forth herein, all prices are F.O.B. our factories with full freight allowed. The consignee must report all claims for damages in transit to the carrier.
11. **COMPLIANCE WITH LAWS.** Purchaser shall be solely responsible for securing any necessary permits under and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the installation and operation of the equipment.
12. **INDEMNIFICATION.** Please see attached indemnity statement as part of this proposal.
13. **RETURN GOODS.** Goods may not be returned without previous written permission. Returned material must be sent prepaid and is subject to a restocking charge.
14. **CANCELLATION.** The purchaser may cancel his order only upon written notice and payment of reasonable cancellation charges, taking into account expenses, commitments already made, and anticipated profit.
15. **TITLE.** Title to equipment specified herein, and to any and all additions and accessories thereto and substitutions therefor, shall remain with Seller until the purchase price thereof is paid in full.
16. **LIEN INFORMATION.** Please provide if applicable.

This signed acceptance of this quotation constitutes a contract and order to purchase in accordance with all Terms and Conditions referred to herein. Buyers purchase order is acceptable, providing purchase order referenced Terms and Conditions contained herein.

Accepted: \_\_\_\_\_ Accepted FLO-SYSTEMS, INC. Submitted: February 14, 2013  
By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Amir Soltanieh

12. **INDEMNITY:** Please delete and replace with the following:  
Within limitations stated below, if properly notified and given the opportunity to make corrections, the Seller shall indemnify and save harmless the Buyer, its officers and employees from all suits, actions or claims brought for or on account of, caused by the sole negligence of the Seller in the execution of this agreement; except where arising out of or caused by the negligence of the Buyer, its officers, agents and employees.

Total liability of the Seller for this purchase agreement including indemnity, liquidated damages, actual damages, special damages and consequential damages is limited to the coverage offered and paid by the Seller's insurance policies issued by Colony CIG (\$2 Million General Aggregate for General Liability, Auto, Products/Completed Operations); National Union Fire (\$2 Million Excess Liability); Insurance Company of the West - Employers Compensation Insurance (Worker's Compensation); and a maximum of 30% of this purchase agreement for all other Seller's liabilities, including liquidated/actual damages, due to delivery delays. Liquidated/Actual damages are further limited to what is assessed by the Owner, paid to Owner and assessed due to the sole cause of Seller's delays.