

PROPOSAL/CONTRACT
FOR THE
MAG METER REPLACEMENT

Full Name of Bidder McCrometer
Principal Office Address 3255 West Stetson Ave. Hemet, CA 92545
Local Office Address Same
Contact Person Dan Hardin Telephone (720) 415-1435

TO: **VILLAGE OF GRAYSLAKE**
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER

1. **EQUIPMENT PROPOSAL**

- A. **Contract and Equipment.** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. **Performance Standards.** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. **SCHEDULE OF PRICES**

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment within thirty (30) days following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

In order to induce Owner to accept this Proposal/Contract, Bidder hereby represents and warrants as follows:

- A. The Equipment. The Equipment, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (II) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

In submitting this Proposal/Contract, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract.
- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.

- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Proposal/Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Proposal/Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absences of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

Bidder's Status: CA Corporation () CA Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: McCrometer

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: Dan Hardin

(corporate seal) Printed Name: Dan Hardin
 (if corporation)

Title/Position: Regional Sales Manager

Bidder's Business Address: 3255 West Stetson Ave. Hemet, CA

Bidder's Business Telephone: 951-652-6811 Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

ACCEPTANCE

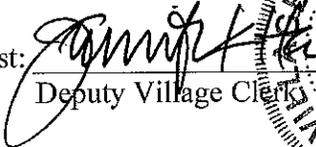
The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 2nd day of February, 2016.

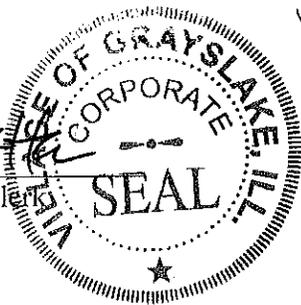
This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE ("Owner")

By: 
Michael J. Ellis
Village Manager

Attest:


Deputy Village Clerk



COMPLETE SCHEDULE OF PRICES ON FOLLOWING PAGE



3255 West Stetson Ave.
 Hemet, CA 92545
 Telephone: (720) 415-1435
 E-Mail: DanielH@McCrometer.com

Quotation

Date: 2/2/2016

To: Village of Grayslake, IL
 Attn: Mike DeBennette

From: Dan Hardin, RSM W&WW
 McCrometer, Inc.

Project:

QTY	MODEL / DESCRIPTION	UNIT \$	TOTAL \$
1	30" 395L FPI Forward Flow only Model 395L Forward Flow Full Profile Insertion Mag Meter Standard Configuration - This full pipe averaging flow meter comes complete with Mounting Hardware, AC Converter with Dual 4-20mA output, 20 Feet of Dual Submersible Cables with quick connects at sensor, Stainless Steel Body, 316 Stainless Steel Electrodes, NSF Approved Fusion Bonded Epoxy Coating, 2" Stainless Steel Ball Valve, 2" x Close Stainless Steel Nipple, 2-Year Warranty.	\$16,875.00	\$16,875.00
1	Freight Charges	\$193.54	\$193.54
TOTAL (USD)			\$17068.54

DELIVERY: 4Wks., ARO
 SHIPPING: BW
 FOB: Hemet, CA (prepaid and added to invoice)
 TERMS: Net 30
 VALIDITY: 30 Days

SPECIFICATION DATA SHEET

Model 394L and 395L

NOTE: Custom sensors cannot be manufactured without this information

Current Date:	
End User	
Customer Contact	
Rep Name	
Site Name (Ex. Well #1)	
Application (Ex. Well output)	
Metered Fluid (Ex. Raw Water)	
Model	<input type="checkbox"/> 395LC - Forward <input type="checkbox"/> 394LC Bidirectional
Converter Power	<input type="checkbox"/> 90-265 VAC <input type="checkbox"/> 10-35 VDC
Sensor Cable Length in Feet	

Date received by McCrometer:	
Maximum Flow (Ex: 2500 GPM)	
Minimum Flow (Ex: 100 GPM)	
Average Flow (Ex: 1500 GPM)	
Full Scale (Ex: 2500 GPM)	
Maximum Line Pressure (250 PSI)	
Maximum Temperature (170°F)	
Authorized Customer Signature:	

The above signature authorizes McCrometer to rely upon the provided specifications.

