

MAR 19 2012

J. Ronald Colyer
City Clerk

ORDINANCE NO. 2941

AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH HYDRO-KINETICS CORPORATION OF ST. LOUIS, MISSOURI TO PERFORM THE CARR CREEK MONITORING EQUIPMENT UPGRADE AND INSTALLATION OF MDS RADIOS AND MODIFYING OF PC DATABASE FOR MODBUS COMMUNICATION IN THE CITY OF COLUMBIA, ILLINOIS.

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") has accepted the proposal and authorized entering into the agreement with Hydro-Kinetics Corporation of St. Louis, Missouri (the "Contractor") at a regular meeting of the City Council held March 19, 2012 to perform the Carr Creek monitoring equipment upgrade and install MDS radios and modify PC database for Modbus Communication in the City for a total price or sum of twelve thousand five hundred sixty six dollars (\$12,566.00) for the Carr Creek Monitoring Equipment Upgrade and one hundred forty dollars (\$140.00) per hour for the installation of the MDS Radios and Modifying PC Database for Modbus Communication;

WHEREAS, the Notice of Award will be given to the Contractor by the City after March 19, 2012 and the Contractor will execute and deliver to the City an Agreement to employ the Contractor to provide the material and to do and perform the work involved and the Contractor will provide the City with the required certificate of comprehensive liability insurance which names the City as an additional insured, which is in due and proper form; and,

WHEREAS, it is necessary and appropriate that the City make and enter into the Agreement to employ the Contractor to provide the materials and to do and perform the work involved for the Carr Creek monitoring equipment upgrade and installing MDS radios and modifying the PC database for Modbus Communication project aforesaid.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The Mayor is hereby authorized and directed to make and enter into the Agreement dated March 2, 2012 to employ the Contractor to perform the Carr Creek monitoring equipment upgrade and install MDS radios and modify the PC database for Modbus Communication work described above (which is more particularly described in the Agreement), in the form attached hereto, in at least three (3) counterparts; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. The City Engineer, Ronald J. Williams, P.E., is directed to deliver to the Contractor the Contractor's copy of the Agreement and to proceed with the preconstruction conference, if any, and the performance of the work involved.

Section 4. This Ordinance shall be in full force and effect, from and after its passage, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Piazza, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Piazza and Reis.

NAYS: None.

ABSENT: None.

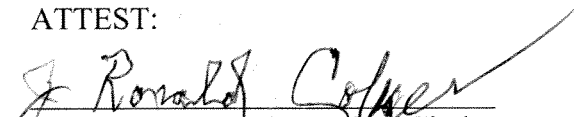
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 19th day of March, 2012.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

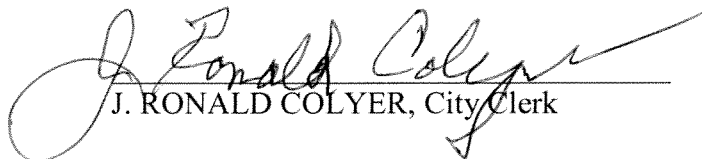
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2941, entitled:

"AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH HYDRO-KINETICS CORPORATION OF ST. LOUIS, MISSOURI TO PERFORM THE CARR CREEK MONITORING EQUIPMENT UPGRADE AND INSTALLATION OF MDS RADIOS AND MODIFYING OF PC DATABASE FOR MODBUS COMMUNICATION IN THE CITY OF COLUMBIA, ILLINOIS."

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 19th day of March, 2012.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 19th day of March, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

HYDRO-KINETICS CORPORATION5741 MANCHESTER AVE. ST. LOUIS, MISSOURI 63110 * (314)-647-6104 * FAX (314)-645-1861

PROPOSAL # 12-E2746THIS PROPOSAL NUMBER SHOULD BE INCLUDED ON ALL
CORRESPONDENCE OR PURCHASE ORDERS PERTAINING TO THIS PROJECTTO: City of Columbia
110 West Sand Bank Rd.
Columbia, IL 62236DATE: March 2, 2012
TERMS: 100% NET 30 DAYS,
SUBJECT TO CREDIT APPROVAL,
PRICES VALID FOR 30 DAYS,
F.O.B. Factory, Prepay & Add**JOB: Columbia, IL – Carr Creek Upgrade**

Hydro-Kinetics is pleased to offer the following proposal for the above reference equipment:

- 1) **Carr Creek Upgrade**
 - a. Replace Modu-PRO with VPAC LSC Controller (see attached brochure)
 - b. Install Syrelec Seal Fail monitor relays
 - c. Remove existing Guard-PAK
 - d. Mount VPAC on door Bezel Kit Provided
 - e. UPS / Power Supply
 - f. Radio Components
 - i. VHF Digital Radio Modem (1)
 - ii. Radio diagnostic package
 - iii. V-PAC to Modem Cable Assemblies (1)
 - iv. Antenna Jumper (Radio to lightning arrestors)
 - v. Antenna Lightning Arrestors (1)
 - g. Old components will be turned over to owner or we can recycle (owner's choice)
 - h. Field installation and startup of the above listed equipment

*Part of it
goes to sewer***PRICE: \$12,566.00**

- 2) **Install the MDS Radios and modify PC database as needed for Modbus communication**
 - A) Install Modbus Serial Drivers and convert I/O tags from PRO Line Tags to Modbus in Systemanager.
 - B) Field installation and testing of the above components by a Healy-Ruff factory technician (most likely Bob Weber out of Chicago)

Your cost \$140 per hour portal to portal plus mileage and living expenses**SPECIAL NOTES:**

- 1) Price does not include modification to existing equipment or facilities, unless otherwise noted in the scope of work.
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2) Estimated equipment schedule:

Healy Ruff Shipping: **WILL ADVISE LEAD TIME***

*pending factory stock levels at the time the order is placed.

- 3) Prices are F.O.B. Factory, Prepay & Add. All unloading and proper storage is the responsibility of others.
- 4) Terms: All orders are subject to acceptance by HYDRO-KINETICS CORPORATION, and 100% NET 30 DAYS terms are granted to *existing customers*; all unpaid balances are subject to 1.5% interest charge. *First time customers* are required to pay for their equipment before that equipment is ordered. HYDRO-KINETICS does not allow retainage. Any retainage will be charged the stated 1.5% interest. These terms are independent of, and are not contingent upon other terms and conditions, the time or manner in which purchaser may receive payment from others or when the equipment is installed after receipt. HYDRO-KINETICS CORP reserves the right to issue individual invoices for the supplied equipment.
- 5) All setting of the above quoted equipment, external piping, valves, wire, conduit of any type, power, electrical interconnections, support pads, junction boxes, disconnects are all by others
- 6) Price does not include:
- Electrical and mechanical installation and installation materials not specifically addressed above
 - Mounting and/or providing of control panels not specifically mentioned above
 - Final termination of contractors wiring, if installed by others
 - New antennas or antenna cables
 - Any additional wire or cables that run outside the existing cabinet
 - Motor starters
 - Auxiliary contacts
 - Instrumentation of any type
 - Mounting brackets or other installation hardware not listed above.
 - Field mounted hardware such as conduits, wiring, junction boxes, external lightning arrestors, disconnect switches, external selector switches, etc., not listed above.
 - Field mounted plumbing materials not listed above.
 - Grip holders, support grips or threaded connectors of any type for electrical cables
 - Pipe, fitting, valves, nuts, bolts, supports, or gaskets of any type
 - Junction box or any associated gas tight seals or sealing material.
 - Conduit, wire channels, disconnects, or safety switches of any type.
 - Primary electrical service of any type
 - Any Federal, State, or Local taxes of any type, (payment of any associated taxes is the responsibility of the purchaser).
- 7) This quotation includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, services, etc., regardless of its relation to the quoted equipment.
- 8) HYDRO-KINETICS CORPORATION SHALL NOT, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence, and accepts no responsibility for the warranty and/or fitness of any existing equipment.
- 9) The quoted equipment does not include startup or installation of any type, of equipment not specifically listed in the scope of work. If startup is required please contact Hydro-Kinetics for a separate quote.

I appreciate the opportunity to provide a quote for this project. If you have any questions or need any additional information please feel free to contact my office at (314)-647-6104 or by FAX (314)-645-1861.

Very truly yours,

Jeff Leasmere

HYDRO-KINETICS CORPORATION
BY: Jeff Loosmore

To purchase this equipment, please sign the space below and return the original to Hydro-Kinetics Corporation at 5741 Manchester Ave, St. Louis, MO 63110.

ACCEPTED this _____ day of _____, 2012,

By: _____
(NAME OF PURCHASER)

By: _____ : _____
(AUTHORIZED SIGNATURE) (TITLE)