

TOWN OF WEST SENECA



ENGINEERING DEPARTMENT

TOWN SUPERVISOR  
SHEILA M. MEEGAN  
TOWN COUNCIL  
EUGENE P. HART  
WILLIAM P. HANLEY JR.

July 5, 2016

Honorable Town Board  
Town of West Seneca

**Re: Award of remedial work  
Plant 5 Pump Station**

Honorable Board Members,

Members of the town's pump station maintenance crew met with contractors and suppliers at Plant 5 to get pricing to install a 250gpm dry flow sump pump in the wet well. We received three quotes for this work. During dry periods, the Town is reporting overflows into Cazenovia Creek due to groundwater infiltration into the plant 5 wet wells. The proposed work will install a new pump and buried pipe to pump to the nearby gravity sewer system. This pump will only be used during dry periods and will be connected to a float system that will operate this pump and interact with overflow pumps so that we are not pumping into the gravity system during wet weather when the overflow pumps will be triggered for use. We have reviewed the proposed work with the NYSDEC. This will eliminate reported overflows on dry days and is much more affordable than a complete restoration of the wet wells at the pump station, which may not eliminate the relatively small amount of infiltration we are seeing at this location. Please authorize us to award work to Koester in the amount of \$18,878.00 to install a dry weather pump, piping and associated controls into the wet well at plant 5.

Very truly yours,

A handwritten signature in black ink, appearing to read "S. R. Tanner".

Steven R. Tanner, P.E.  
Town Engineer

cc: Files: TB.  
Project



KOESTER

PROPOSAL #: 2016-1323

DATE: 4-29-16

Customer: Steve Tanner  
Site Location: Clark Patterson  
  
Re: West Seneca Fairfax Dr.  
Simplex Pump & Control Panel  
  
E-mail: stanner@clarkpatterson.com  
Phone: 585-813-7246

---

We are pleased to offer the following proposal:

- (1) Barnes Model 3SE3044L Pump, 3 Hp, 480/3/60, 3" discharge
- (1) BAF 3030 Guide Rail Assembly with SS guide rails
- (1) Barnes Simplex Control panel
- (1) Disconnect switch
- (1) Lot of electrical and piping components

**Koester Associates Scope of Service:**

7 days onsite removal and installation to include:

- Remove existing pump and controls.
- Cut the appropriate holes for the discharge line and access hole at the top of the wet well.
- Dig trench from wet well to manhole.
- Install conduit and wire.
- Install new pump and control panel.
- Connect and wire control panel and pump.
- Start-up and training

Thank you for the opportunity to be of service.

**All services will be performed by confined space trained, OSHA certified technicians.**

- 
- Total Price: \$18,878.00, includes all travel & expenses.
  - Standard Terms and Conditions, on the attached page, are incorporated in this quotation. Prices quoted shall remain firm 60 days from date of issuance. Payment is due net 30 days.
- 

Date accepted on:

**Supplying Equipment, Solutions and Service for Water and Wastewater**

3101 Seneca Turnpike • Canastota • NY • 13032

Phone 315.697.3800 • Fax 315.697.3888 • koesterassociates.com

sales@koesterassociates.com • service@koesterassociates.com • parts@koesterassociates.com

If you wish to proceed with this proposal,  
please sign and return.

If you have any questions,  
please feel free to contact me.

Sincerely,  
**Eric Koester**  
Service & Retrofit Manager  
Koester Associates, Inc.  
Ph: (315) 697- 3800  
Fax: (315) 697- 3888  
Cell: (315) 395 - 5804  
[eric@koesterassociates.com](mailto:eric@koesterassociates.com)

\_\_\_\_\_  
**Purchaser/Name (sign):**

\_\_\_\_\_  
**Purchaser/Name (print):**

\_\_\_\_\_  
**Billing Address:**

\_\_\_\_\_  
**Phone:**

\_\_\_\_\_  
**P.O.#:**

## Terms and Conditions

An order will constitute a contract between the Company and the Buyer when accepted in writing by the Company at its home office in Canastota, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or pre-payment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company warrants that the products (except products made by the Company to drawings or specifications of the Buyer) will not in themselves infringe any United States patent, but the Company assumes no obligation in regard to patent infringement resulting from the use of the products in combination with equipment or other products not furnished by the Company. Liability under this warranty is limited to the aggregate amount (exclusive of taxes and transportation) to be paid hereunder and is conditioned upon the Buyer's giving the Company prompt written notice of any claim of patent infringement and granting the Company exclusive control of the settlement or litigation thereof.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of Buyer's obligations and Buyers shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to repossess the products, exercise all legal options to collect the debt and cancel unshipped balances with or without resort to legal process, and Buyer agrees to pay all reasonable collection costs (including reasonable attorney fees) incurred by Company.

All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. Orders for replacement material must be a new purchase order.

The Buyer shall have the right to inspect the products prior to payment and acceptance and if Buyer's inspection reveals any defects in the products, Buyer shall notify the Company within thirty (30) days after receipt of the products of any claim Buyer might have concerning such defects. Buyer's failure to notify the Company within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the products.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or group of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.

THE PRODUCT WARRANTY IS AS SUBMITTED HERewith. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York. The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of Buyer's order for the products.