

RESOLUTION NO 25-R-10

A RESOLUTION TO APPROVE REPLACEMENT OF TWO POOL HEATERS AT WHITE WATER CANYON WATER PARK

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois, and

WHEREAS, we have budgeted for the replacement of two of the four pool heaters for the White Water Canyon Water Park.. The heaters were last replaced in 2011 and have a typical life span at the high end of 12 years; and

WHEREAS, the units are available for purchase and install through a cooperative contract through National Cooperative Purchasing Alliance using Premistar, a company we have previously used and recommend; and

WHEREAS, the new units will match the Lochnivar units currently in place with which we have had success; and

WHEREAS, staff recommends **Premistar through NCPA Contract #02-139 for Water Park Pool Heaters Replacement for \$89,200.00;** and

WHEREAS, The Board of Commissioners of the Tinley Park-Park District finds that it is in the best interest of the District to approve **Premistar through NCPA Contract #02-139 for Water Park Pool Heaters Replacement for \$89,200.00.**

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the TINLEY PARK-PARK DISTRICT as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this resolution as if fully restate herein.

SECTION 2: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the **TINLEY PARK-PARK DISTRICT.**

Approved and passed this 19th day of March 2025

AYES: 5

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø

Mauri Ryan

President, Board of Park Commissioners

Attest:

Lisa J. Donovan

Secretary, Board of Park Commissioners

EXHIBIT 1 RESOLUTION NO 25-R-10

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Contract #02-139
RQN #2025-1560

February 18, 2025

Presented to Customer

Location/ Site

Tinley Park Park District
8125 W. 171st Street
Tinley Park, IL 60477
Mr. Tim Harvey

Tony Bettenhausen Recreation
Center

Thank you for the opportunity to be of service to your organization.

RE: Outdoor Pool Heaters Replacement

Scope of work:

- Install new permanent pipe stands to support the pipes and remove the existing temporary lolly columns holding the pipes
- Disconnect, remove, and dispose of the (2) top pool heaters. Bottom pool heaters to remain as is
- Install (2) Lochinvar Copper-Fin2 High Efficiency Commercial Pool Heaters with the following:
 - M# CPN1442
 - 1,440,000 Btu
 - 85% thermal efficiency
 - 4:1 Turndown
 - Hot Surface Ignition
 - Sealed Combustion
 - ASME Copper Finned Tube Heat Exchanger
 - Smart System Operating Control
 - High Voltage Terminal Strip
 - Low Voltage Terminal Strip
 - Vertical Bypass Loop with pump and 3-way valve
 - 75# Relief Valve
 - Inlet Air Kit
 - 12" electric flue damper
- Set the new heaters in the rack below the existing
- Connect the new heaters to the existing supply and return water piping
- Connect the new heaters to the existing combustion air and flue piping
- Connect the new heaters to the existing gas piping
- Connect the new heaters to the existing power and control wiring
- Perform a complete start-up and check of operation
- One-year warranty on parts and labor and all applicable manufacturer warranties
- Pricing valid for 30days



- 50% Down Payment, Balance upon Completion
- Project will be completed under the OMNIA Partners which PremiStar is an affiliate of Lion National Corp
- Current Lead Time. (2) in Stock at the Factory. 5-7 day. Subject to sale. If out of stock 6-week lead time

Your cost for the above: \$89,200.00

Exclusions:

- Premium Time
- Sales tax
- Permits, fees, or bonds
- Engineering

We appreciate the opportunity to present you with this proposal and look forward to receiving your acceptance.

Sincerely,

Jeff Allgood
Sales Representative



TERMS AND CONDITIONS OF PROPOSAL

1. NO MODIFICATIONS

The contract arising by acceptance of your offer pursuant to this proposal shall not be amended, modified, or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no salesperson or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

2. REMEDIES OF SELLER

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Illinois Uniform Commercial Code, including the right of the seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Any payment due to the Seller under this contract is payable on receipt of Seller's invoice. A late payment charge of 1½% per month (annual percentage rate of 18%) shall be added to the unpaid past due balance after 30 days and purchase agrees to bear any legal expense incurred including cost of correction.

3. WARRANTIES

The Seller, unless equipment is sold without service, shall furnish, and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The Seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the Seller shall not be liable for defects arising from normal wear and tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

4. LIMITS OF LIABILITY

The Seller shall in no event be held liable or accountable to the Purchaser and/or to any other party whatsoever for the actual, incidental and/or consequential damages or losses due to, but not limited to, any one of the following: interruption in use of equipment, or stoppage of production, failure to maintain desired temperatures or humidity levels, electrical power surge or loss, high or low voltage, inadequate power, blown or burned out main or branch fuses, open circuit breaker, lack of adequate natural gas or fuel supply or pressure, inadequate or excessive water supply or pressure, inadequate or excessive hot water or steam supply or pressure, water in oil, contamination of water supply or atmosphere, accident, freezing, flooding, lightning, storms, malicious mischief, willful damage, misuse, abuse, negligence, fire, explosion, theft, clogged filters, delays in installation and/or services, time or manner of service of any equipment, failure to meet completion dates, engineering and/or design defects, improper installation, operation of equipment beyond design conditions, labor disturbances, strikes, riot, civil commotion, lockouts, commercial delays, spoilage, loss of business, asbestos, rust or corrosion, the inability to procure materials and/or parts from the usual source of supply, war conditions, Acts of God or for any contingencies that are unavoidable or beyond the control of the Seller. Seller is not responsible for conforming to any governmental codes, laws and/or regulations. Under no circumstances shall Seller be responsible or liable for any indirect, incidental or consequential damage or alleged personal injury of any kind relating to or arising out of the existence, effect, removal or treatment of an Organic Pathogen (i.e., any type of bacteria, virus, fungus, mildew, wet or dry rot, mold or mycotoxin, as well as their spores, odors and byproducts, along with any reproductive body they produce, and any material containing them). In no event, shall the Seller be liable to the Purchaser and/or to any party whatsoever for actual, incidental and/or consequential damages or losses. Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similarly hazardous substances. Seller shall not be liable for any losses or damages due to inability of the building structure to properly support the equipment installed. It is expressly agreed that the seller assumes no liability for negligence or failure whatsoever. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

5. INSTALLATION AND COMPLETION

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for: providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the Corporate President or Secretary of the Seller.

6. INSURANCE

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft, or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.



7. ASSIGNMENT

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the Seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

8. ACCEPTANCE

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.

9. CANCELLATION

After written acceptance by Purchaser, should the Purchaser decide to cancel all or any part of the work specified in this proposal, the Purchaser shall reimburse to the Seller any costs already incurred, including but not limited to restocking fees for parts and equipment affected by such cancellation.

10. CLEAN AIR ACT

Not included under this agreement are any charges related to the recovery of refrigerant, as required by the provisions of Section 608 of the U.S. Clean Air Act of 1990.