

**Memorandum
Public Works Department**



To: City Manager
Subject: Mill Street WWTP Primary Clarifier #1 Rehabilitation Parts Purchase
Date: September 10, 2012
Number: 2012-198

Rehabilitation of the Mill Street Wastewater Plant's primary clarifiers #1 and #2 was included in the fiscal year 2012/2013 budget. A budgetary cost of \$74,000 was included for both of these rehabilitation projects. A complete list of parts was compiled and distributed to various vendors in preparation for the rehabilitation projects. Because of the age of the clarifiers, the majority of the parts were determined to be sole source and obtainable only through Zimmer and Francescon, Inc. of Moline, Illinois. Rather than try to piecemeal the few non-sole source parts through multiple vendors and to ensure part uniformity, we are recommending that all the parts be purchased through Zimmer and Francescon, Inc. Currently, we are prepared to rehabilitate primary clarifier #1 utilizing in-house maintenance mechanics. At the conclusion of the rebuild for primary clarifier #1 we will repeat this process for primary clarifier #2. Freight will not be known until all parts are shipped, but will be calculated conservatively at \$1500.00.

Accompanying this memorandum is the quote from Zimmer and Francescon, Inc. including all required replacement parts.

Recommendation

The Public Works Department recommends that the City Council approve the purchase of rehabilitation parts for the Primary Clarifier #1 in the amount of \$37,907.00, freight included.

Vendor: Zimmer and Francescon, Inc.
Payment Amount: \$37,907.00
Account Chargeable:
Fund: 506 Wastewater Operations
Division: 618 Utilities
Cost Center: 341 Wastewater Mill Street Plant
Object Code: 52305 Auto/Equipment Supplies

Requisition Number: R003480
Purchase Order Number:

Submitted by: Robert T. Hawes, P.E., Assistant City Manager/Public Works Director
Larry P. Cook, Utilities Superintendent

Approved by: Thomas Thomas, City Manager

ZIMMER & FRANCESCON, INC.

TERMS & CONDITIONS

Quotation No: 120824

FREIGHT: FOB factory, prepaid add to invoice

TAX: The amount of any applicable tax and/or other government charges upon the production, sale, shipment and/or use of the goods covered by this quotation shall be added to the price and shall be paid by the purchaser.

TERMS: Unless otherwise stated herein, terms are net thirty (30) days and proposal subject to acceptance within thirty (30) days. 1 1/2% per month interest charges will be invoiced against past due account balance.

CONDITIONS: This contract is contingent upon fires, strikes, accidents, or delays beyond the control of Zimmer & Francescon (hereinafter designated as ZnF), and acceptance of the articles covered by this contract from the carrier shall constitute a release or waiver of any responsibility on the part of ZnF for any damage in transit or loss on account of delay in delivery. ZnF SHALL NOT BE LIABLE FOR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER. Receipt by the purchaser shall constitute acceptance of delivery. If shipment shall be deferred at Purchaser's request, payment shall become due payable upon notification of ZnF that the articles provided for by this agreement are ready for shipment. In case of such delay in shipment it is agreed that storage shall be at the Purchaser's risk and expense. Pro rata payments shall be made for partial shipment. It is agreed that the title and right of possession to all articles sold under this contract remain with ZnF whatever may be its mode of attachment to realty or otherwise, until ZnF has the full price therefore, as herein above provided. Upon failure to make payments, or any of them, as herein specified, ZnF may retain any and all partial payments which may have been made, as liquidated damages, and shall be free to enter the premises where such articles may be located and remove the same as its property without prejudice to any further claims on account of damage which ZnF may suffer from any cause. The Purchaser agrees to do all acts and things necessary to protect and maintain the above title and right.

All contracts and agreements are subject to the approval of the home office of ZnF and are not binding upon ZnF unless approved in writing by an Executive Officer thereof.

UNDER NO CIRCUMSTANCES SHALL ZnF BE LIABLE TO BUYER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCTS LIABILITY, STATUTORY OR REGULATORY VIOLATION OR UNDER ANY OTHER LEGAL THEORY. ZnF MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

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SUBMITTED BY: Rex Larson
For ZIMMER & FRANCESCON, INC.

ACCEPTED this ____ day of _____ 20__

BY: _____

