

**Memorandum  
Public Works Department**



**To:** City Manager  
**Subject:** Mill Street WWTP Primary Clarifier #2 Rehabilitation Parts Purchase  
**Date:** February 19, 2013  
**Number:** 2013-041

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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. Parts have already been purchased and acquired for primary tank #1. We are prepared to rehabilitate both primary clarifiers utilizing in-house maintenance mechanics. 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 #2 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: R003737  
Purchase Order Number:

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

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**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.

No obligation other than those herein set forth shall be binding upon ZnF. All previous agreements, either oral or written, referring to the articles or equipment which is the subject matter hereof, are hereby canceled. PROVISIONS IN THE SPECIFICATIONS ATTACHED HERETO ARE DESCRIPTIVE AND NOT INTENDED AS WARRANTIES.

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

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

BY: \_\_\_\_\_  
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