

**Memorandum
Public Works Department**



To: City Manager
Subject: Fairbanks Morse Sludge Pumps
Date: March 21, 2016
Number: 2016-052

Attached is a proposal from Zimmer & Francescon, Inc., the sole local distributor for Fairbanks Nijhuis Pumps, for two new Fairbanks Morse 4723E sludge transfer pumps. Both of the current operational pumps have been rebuilt several times and are now beyond repairable status. These pumps run alternately for 24 hours per day, 7 days per week and are critical to the successful operation of the sludge system at the Mill Street Wastewater Plant.

Zimmer & Francescon, Inc., proposed to provide two exact replacement Fairbanks Morse 4723E sludge transfer pumps at a rate of \$6,470.00 each. Upon explanation of our budget allocation, Zimmer & Francescon, Inc., agreed to a price of \$6,247.00 each as evidenced in the attached email, bringing the new total to \$12,494.00. An amount of \$12,500.00 has been budgeted for the 2016 fiscal year.

Recommendation

The Public Works Department recommends that the City Council approve the purchase of two Fairbanks Morse 4723E sludge transfer pumps from Zimmer & Francescon, Inc., in the amount of \$12,494.00.

Vendor: Zimmer & Francescon, Inc.
Proposed Amount: \$12,494.00
Fund: 506 Wastewater Operation & Maintenance
Department: 618 Utilities Services
Cost Center: 341 Wastewater Mill Street Plant
Object Code: 52305 Auto/Equip Supplies

Requisition: R006006

Submitted by: Randall D. Tweet, Public Works Director
Larry P. Cook, Utilities Superintendent

Approved by: Thomas Thomas, City Manager

ZIMMER & FRANCESCON, INC.

TERMS & CONDITIONS

Quotation No: 160133

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 therefor, 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: *Paul Larson*
For ZIMMER & FRANCESCON, INC.

ACCEPTED this _____ day of _____ 20____
BY: _____



Larry Cook <cook.larry@rigov.org>

Fwd: Pump quote

3 messages

Lisa Perry <perry.lisa@rigov.org>
To: Larry Cook <cook.larry@rigov.org>

Mon, Mar 14, 2016 at 11:30 AM

----- Forwarded message -----
From: **Rex Larson** <rexl@zfpump.com>
Date: Mon, Feb 1, 2016 at 8:39 AM
Subject: RE: Pump quote
To: Lisa Perry <perry.lisa@rigov.org>

Fairbanks issued new prices on January 1.

If you order two we can sell for \$6247.00 each

Zimmer & Francescon, Inc.

Ph 309-797-1117

Fax 877-244-2508

rexl@zfpump.com

From: Lisa Perry [mailto:perry.lisa@rigov.org]
Sent: Monday, February 01, 2016 8:29 AM
To: Rex Larson <rexl@zfpump.com>
Subject: Re: Pump quote

Hi Rex,

This was the quote we used to budget for these pumps. Is there any way we can get the price closer to this?

Thanks,

Lisa

On Fri, Jan 29, 2016 at 11:23 AM, Rex Larson <rexl@zfpump.com> wrote:

Replacement pump quote attached