



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Purchase from Environmental Dynamics International for Aeration Diffusers
--------	---

Presenter:	John Lamb
------------	-----------

*Please check appropriate box:*

	Government Operations	X	Government Services 04.28.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$50,000	Budgeted:	YES	X	NO	
-----------------	----------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

The aeration system at the Main Wastewater Plant is a critical treatment process that provides air through a piping and membrane, diffuser system throughout the aeration tanks. The current system is now approximately fifteen years old and several years past life expectancy. There are approximately 1000 membranes that need to be replaced.

The current equipment is an Environmental Dynamics Inc, system and has to be replaced with like parts. Therefore this is a sole source item so staff is requesting to waive the formal bid process.

**Attachments:** *(please list)*

Bid Waiver

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to waive the formal bid procedure and approve purchase of Aeration Diffusers from Environmental Dynamics International in the amount of \$50,000.

*For office use only:*

*Agenda Item Number: 6.g*



# Environmental Dynamics Inc.

5601 Paris Rd., Columbia, MO 65202

Tel: 573-474-9456

Fax: 573-474-6988

PROPOSAL NO: C0923-13-5

TO: Michael Burnett

RE: Replacement Tube Membranes and Installation

Dear Sir,

EDI is pleased to offer the FlexAir fine bubble Magnum membranes and installation on the FlexAir 84P diffusers in St Charles IL. EDI FlexAir membranes employ the latest in membrane technology.

## **Installation Service:**

The scope of this proposal includes labor cost, travel and living expenses, equipment cost required to complete the scope of work outlined below.

EDI Aeration Works is uniquely capable of installing and maintaining EDI equipment. The crew that will be employed on-site has several years of installing and servicing all types of EDI's aeration equipment, and have or will furnish all the specialized equipment to install this particular system. Aeration Works will insure that the installation meets all of EDI's specifications and directions.

## **Proposal:**

- Remove the 968 existing membranes from the 84P diffuser support tubes.
- Install the 968 new diffuser membranes with new clamps.
- Inspect the pipe supports for the aeration equipment.
- Inspect the pipe flanged joint connections.
- Inspect the drop pipes.
- **Parts for any repairs are not included in this quote and may be purchased on an as needed basis.**
- Conduct leak check on the diffuser and manifold assemblies if clean water and air are available.

Proposal Number: C0923-13-05

### **Proposal Notes:**

- Bid is for 13 basins with one mobilization.
- Bid does not include materials or parts and is for labor only.
- Bid assumes that the tanks will be clean, dry, and ready for equipment access upon arrival.
- **Bid does not include Davis Bacon Wages.**
- Bid does not include disposal container. Owner to provide dumpster and EDI Aeration Works will dispose of old membranes or stage them near the tank.

### **Warranty:**

**After the work is complete, Aeration Works will warranty the aeration equipment in the 13 basins for a period on one year.**

### **Installation/Maintenance Pricing:**

**\$17,472.00** is the total price for work as defined above with one mobilization.

**\$2,788.00** is the total price for any additional mobilization.

### **Installation Terms:**

50% of the Purchase Order or Contract net 30 at completion of each basin.

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

### **Future Maintenance:**

EDI Aeration Works is committed in helping owners and operators keep their aeration systems and wastewater treatment plants operating at peak performance. By combining the experience of our dedicated service crews with world class diffuser and biological systems offered by EDI and a wide range of replacement diffuser products and membranes from DiffuserExpress, EDI Aeration Works customers know that their

Proposal Number: C0923-13-05

systems are in top condition. Please contact EDI Aeration Works for your future aeration system installation or maintenance needs.

### **Material Price:**

**91-1003 EPDM Membranes \$30.60 USD each.**

**SS Clamps \$1.02 USD each.**

**Complete 84P Diffuser \$145.00 USD each.**

**Basins 301-302 each will need (28) membranes and (56) SS Clamps**

**Basins 303-306 each will need (108) membranes and (216) SS Clamps.**

**Basins 307-310 each will need (72) membranes and (144) SS Clamps.**

**Basins 401-402 each will need (64) membranes and (128) SS Clamps.**

**Basins 403-404 each will need (32) Membranes and (64) SS Clamps.**

NOTE: Shipping charges or handling is not included.

The quoted price is plus all applicable taxes and is firm for 120 days. EDI Contract Services reserves the right to evaluate pricing after this time period and apply an appropriate inflation factor.

### **Material Supply Terms:**

100% net 30 due on shipment or notice that equipment is ready for shipment. An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

### **Shipment:**

Note: the handling of projects when desired or necessary. All project schedules are reviewed and confirmed at time of order. Shipment schedules are typical based on workload currently in-house and normal scheduling procedures. EDI can generally make special arrangements for accelerating

Proposal Number: C0923-13-05

Diane Zumwalt

CC: Marc Salmi – EDI Regional Manager  
Terry Rodery – EDI Contract Service  
Peterson & Matz-EDI Representative

Proposal Number: C0923-13-05

**Environmental Dynamics International.**, hereinafter also referred to as **EDI** or the **Company**, offers this proposal to supply equipment. Any resulting contract between **EDI** and the **Purchaser** shall be subject to the following terms and conditions.

**Services** - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

**Process and Performance Warranties** - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract. Any biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

**Governing Law** - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

**Credit Approval** - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

**Force Majeure** - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by *force majeure*.

**Costs and Damages** - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

**Special Hazards** - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

**Shipment & Delivery Times** - Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

**Insurance** - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.

**Title of Ownership** - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

**Cancellation or Suspension** - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

**Back Charges** – must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

Proposal Number: C0923-13-05

**Invoicing** - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer, EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

**Storage Charges** - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

**Default for Non-Payment** – Contracts in default of the payment terms may be subject to any or all of the following; should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account thereof to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month, 18% per annum.

**Attorney Fees** – For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

**Bankruptcy, Receivership or Insolvency Proceedings** - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

**Promissory Note** - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

**Patent infringement** - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

**Spare or Potential Warranty Parts** – If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchasers account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contact terms.

**Defective, damaged, improper material or shortage** - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading – unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

Proposal Number: C0923-13-05

**Mechanical Warranty** – As per **Manufacturers Limited Mechanical Warranty Statement**

---

Accepted by Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

---

Accepted by Seller / Environmental Dynamics International Inc. \_\_\_\_\_ Date: \_\_\_\_\_

---

Accepted by Seller / Environmental Dynamics International Inc. \_\_\_\_\_ Date: \_\_\_\_\_

**REQUEST FOR WAIVING BID PROCEDURE**

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Environmental Dynamics International  
5601 Paris Road  
Columbia, Missouri 65202

For the purchase of:

At an estimated cost of: \$45,000

Reason for the request to waive the bid procedure: Sole Source

Other Quotations Received: None

Date: April 10, 2014

Requested by: John Lamb\_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Committee Chairman: \_\_\_\_\_

**THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.**