

RESOLUTION NO. 2015- 26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCHREIBER LLC OF TRUSSVILLE, ALABAMA FOR THE PURCHASE OF A 24" DIAMETER OPEN FLIGHT SCREW PUMP FOR THE WASTEWATER TREATMENT PLANT IN THE CITY OF CLYDE; APPROPRIATING FUNDS AND AUTHORIZING THE EXPENDITURE OF MONEYS THEREFORE.

BE IT RESOLVED by the Council of the City of Clyde, State of Ohio:

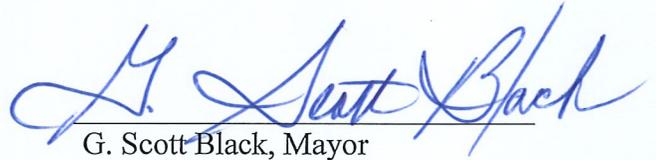
SECTION 1. That the City Manager be and he is hereby authorized and directed to enter into an agreement with Schreiber LLC, 100 Schreiber Drive, Trussville, AL 35173 for the purchase of a 24" Diameter Open Flight Screw Pump for the Wastewater Treatment Plant in the City of Clyde for an amount of \$31,300.00, per the attached quotation dated May 14, 2015.

SECTION 2. That the expenditure of funds for such purchase in the amount of Thirty One Thousand Three Hundred Dollars and No Cents (\$31,300.00) be and the same is hereby expressly authorized from the BCI Fund.

SECTION 3. That the City Manager is further authorized to execute any change and/or additional work orders by agreed upon pricing by the City of Clyde and Schreiber LLC.

SECTION 4. That this Resolution shall take effect and be in force immediately upon its passage.

PASSED: 5-19-15


G. Scott Black, Mayor

ATTEST: Janet R. Dickman
Clerk of Council

APPROVED AS TO FORM:


Barry W. Bova, Solicitor
Zachary J. Selvey

ATTACHMENT



100 Schreiber Drive
Trussville, Alabama
205-655-7466/TELEPHONE
205-655-7669 /FAX

Sales
Agreement
Page 1
Of 4

DATE: May 14, 2015

PROPOSAL NO.: 2064-15-05

TO: Clyde, OH.

PROJECT: Clyde, OH. WWTP

SCHREIBER LLC, 100 Schreiber Drive, Trussville, Alabama 35173 (hereinafter referred to as "Seller") hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), subject to all of the terms and conditions on the face and reverse sides hereof, the following equipment:

I. OPEN FLIGHT SCREW PUMP

A. One (1) 24" diameter Open Flight Screw Pump Screw Body. (Screw body shall replace one of the existing units supplied on Job No. 108. Currently have one unit being replaced under Job No. 1053.) The unit shall include the following:

1. One (1) Spiral assembly consisting of two (2) flights, minimum thickness 0.25". Flights are continuously welded on both sides to the 12.75" diameter, 0.375" thick torque tube with end plates.

II. OPTIONAL ADDER 1

A. One (1) lower bearing assembly, single spherical roller, self-aligning, combination radial/thrust bearing. Lower bearing has minimum B-10 life of 100,000 hours.

III. OPTIONAL ADDER 2

A. One (1) upper pillow block bearing assembly shall have a minimum L-10 Life of 100,000 hours.

IV. OPTIONAL ADDER 3

A. One (1) set of deflector plates constructed of A-36 Carbon Steel.

V. CORROSION PROTECTION

- A. Torque tube, flights, and deflector plates tube shall be sand blasted per SSPC-SP-10 to near white, followed by two (2) coats of Carboline 300M coal tar epoxy, 7-10 mils DFT per coat.
- B. All motors, gear reducers, bearing housings and valves shall be coated with the respective manufacturer's standard machinery enamel. No field painting is required.

VI. INSTALLATION

A. Installation of equipment **is not** included (installation provided by others in accordance with manufacturer's instructions). The City to unload equipment from delivering trucks. The City to provide electrician for actual hook-up of power from junction box.

B. NOT INCLUDED is the following:

1. Equipment installation.
2. Any concrete or grouting.
3. Any underground or interconnecting piping or valves.
4. Any electrical wiring, conduit, junction boxes, or controls not expressly included with this quotation.

DATE: May 14, 2015

PROPOSAL NO.: 2064-15-05

TO: Clyde, OH.

PROJECT: Clyde, OH. WWTP

SCHREIBER LLC, 100 Schreiber Drive, Trussville, Alabama 35173 (hereinafter referred to as "Seller") hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), subject to all of the terms and conditions on the face and reverse sides hereof, the following equipment:

VII. FIELD SERVICES – START-UP

A. Functional Testing/Operator Training:

1. The services of a factory-trained field serviceman will be provided for a maximum of one (1) day with one (1) trip to inspect the equipment, supervise field testing, start-up for the contractor and provide operator training. Field service will be performed during the same trip as the installation of the replacement parts. Additional services furnished upon request at the rate of \$800.00 per day, plus travel and normal living expenses.

VIII. OPERATION AND MAINTENANCE MANUALS

- A. Included with the proposal are one (1) hardcopy and one (1) electronic copy of the Operation and Maintenance Manuals. Should additional manuals be necessary they will be furnished at a cost of \$150.00 per hardcopy and \$70.00 per electronic copy.



100 Schreiber Drive
Trussville, Alabama
205-655-7466/TELEPHONE
205-655-7669 /FAX

Sales
Agreement
Page 3
Of 4

DATE: May 14, 2015

PROPOSAL NO.: 2064-15-05

TO: Clyde, OH.

PROJECT: Clyde, OH. WWTP

SCHREIBER LLC, 100 Schreiber Drive, Trussville, Alabama 35173 (hereinafter referred to as "Seller") hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), subject to all of the terms and conditions on the face and reverse sides hereof, the following equipment:

Price:	Equipment:	<u>\$22,600.00</u> – Screw Body
	Optional Adder 1:	<u>\$ 3,300.00</u> – Lower Bearing
	Optional Adder 2:	<u>\$ 1,300.00</u> – Upper Bearing
	Optional Adder 3:	<u>\$ 4,100.00</u> – Deflector Plates

Total: \$31,300.00

Pump to be shipped with previous order (SEI Order No. 6587-M Rev 1).

Price is valid for 60 days from bid date stated above.

Taxes: Above price does NOT include sales or use tax. Such taxes shall be for Buyer's account.

Payment: 90% Upon delivery of equipment.
10% Upon acceptance or beneficial use, but not to exceed 90 days from completion of installation.

Submittal data will be prepared within a time frame determined when order is received and subject to engineering schedule.

Shipment timetable will be determined at time order is received and subject to engineering and production schedule.

THE SALE OF THE EQUIPMENT DESCRIBED ABOVE IS MADE SOLELY ON AND EXPRESSLY SUBJECT TO ALL THE TERMS AND CONDITIONS.

Agreed to this ____ day of _____, 20__ Agreed to this ____ day of _____, 20__

SCHREIBER LLC

BUYER

By: _____ By: _____
Name & Title Name & Title

Is this purchase tax exempt? Yes__ No__
If yes, sale tax exemption certificate No. _____

Prepared by: Justin Pasley
Justin Pasley – Cost Estimator

DATE: May 14, 2015

PROPOSAL NO.: 2064-15-05

TO: Clyde, OH.

PROJECT: Clyde, OH. WWTP

SCHREIBER LLC, 100 Schreiber Drive, Trussville, Alabama 35173 (hereinafter referred to as "Seller") hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), subject to all of the terms and conditions on the face and reverse sides hereof, the following equipment:

CONDITIONS OF PROPOSAL

.Acceptance of this proposal by the Contractor shall be acceptance of all terms and conditions recited herein, which shall supersede any conflicting term in any other contract document. Any of the Contractor's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Contractor's agreement herewith shall be evidence by Contractor's signature hereon by permitting Seller/Subcontractor to commence work for project. Further this proposal is contingent on a mutually acceptable contract.

1. The Contractor shall provide the Seller a purchase order agreement for the equipment furnished under this proposal.
2. a. If required the Seller will accept a subcontract agreement, from the Contractor, for the installation services furnished under this proposal.
b. The subcontract form used between the Seller and Buyer will be the AIA Standard Form Subcontract Document A401 (1987 Edition).
3. Seller/Subcontractor shall be paid monthly progress payments within 7 days after receipt of the payment by the General Contractor for value of work completed plus the amount of materials and equipment suitably stored on or off site.
4. The Contractor will withhold no more retention from the Seller/Subcontractor than is being withheld by the Owner from the Contractor with respect to the Sellers/Subcontractor's work.
5. All sums not paid when due shall bear interest at the maximum rate allowed by law at the place of the project, and all cost of collection, including a reasonable attorney's fee, shall be paid by the Contractor.
6. Nothing in the Agreements shall require the Seller/Subcontractor to continue performance if timely payments are not made to Seller/Subcontractor for suitable performed work or stored materials and equipment.
7. No back charges or claim of the Contractor for services shall be valid except by an agreement in writing by the Seller/Subcontractor's failure to meet any requirement of the Agreements. In such event, the Contractor shall notify the Seller/Subcontractor of such default, in writing, and allow Seller/Subcontractor reasonable time to correct any deficiency before incurring any cost chargeable to the Seller/Subcontractor.
8. Contractor is to prepare all work areas so as to be acceptable for Seller/Subcontractor's work under the Agreements. Seller/Subcontractor will not be called upon to start work until sufficient areas are ready to insure continued work.
9. Contractor shall furnish all temporary site facilities including suitable, on site, storage space, hoisting and temporary electrical and water at no cost to Seller/Subcontractor.
10. Contractor is to unload all initial equipment deliveries to the job site and place in the Seller/Subcontractor's designated job site storage area.
11. Seller/Subcontractor shall be responsible for obtaining off-site storage space at no cost to the Contractor. All loading and unloading of equipment at the off-site location shall be the responsibility of Seller/Subcontractor.
12. Seller/Subcontractor shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Supplier/Subcontractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, General Contractor, Architect and/or Engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Seller/Subcontractor shall be entitled to equitable adjustment in the Purchase Order/Subcontract amount for additional costs due to unanticipated project delays or accelerations.
13. All workmanship is guaranteed against defects in workmanship for a period of one year from date of beneficial use. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that Seller/Subcontractor will replace or repair any part of its work, which is found to be defective. Seller/Subcontractor will not be responsible for special, incidental, or consequential damages. Seller/Subcontractor shall not be responsible for damage to its work by other parties or for improper use of equipment by others.
14. Work called for herein is to be performed during Seller/Subcontractor's regular working hours. All work performed outside such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.
15. Nothing in this Agreement shall serve to void Seller/Subcontractor's right to file a lien or claim on its behalf in the event that any payment to Seller is not timely made.
16. The Contractor shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this proposal and no liquidated damages may be assessed against Seller/Subcontractor for more than the amount paid by the Contractor for unexcused delays to the extent actually caused by the Supplier/Subcontractor.