



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Agreement for Purchase of Filter Cloth Socks for Tertiary Cloth Filter Equipment at White Slough Water Pollution Control Facility from Sole-Source Provider Aqua – Aerobic Systems, Inc., of Rockford, Ill. (\$33,000)

**MEETING DATE:** November 20, 2013

**PREPARED BY:** Public Works Director

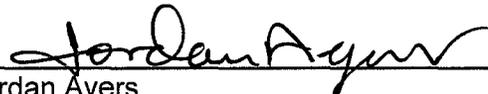
**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute agreement for purchase of filter cloth socks for tertiary cloth filter equipment at White Slough Water Pollution Control Facility from sole-source provider Aqua – Aerobic Systems, Inc., of Rockford, Ill., in the amount of \$33,000.

**BACKGROUND INFORMATION:** The function of the tertiary cloth filter equipment is to maximize solids removal prior to disinfection and to comply with the National Pollutant Discharge Elimination Systems discharge limitations. The regular 24/7 operation of this equipment requires periodic replacement of the filter socks, in addition to the routine preventive maintenance performed by staff operators.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase is in the best interests of the City. Aqua – Aerobic Systems is the sole manufacturer of this equipment. Staff recommends approving the purchase of the filter cloth socks from Aqua – Aerobic Systems, as the sole-source provider.

**FISCAL IMPACT:** The tertiary cloth filter socks are necessary for White Slough Water Pollution Control Facility to maintain discharge permit requirements.

**FUNDING AVAILABLE:** Funds were budgeted for this project in the Plant Maintenance Capital Improvements account (171493) for 2013/14.

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Karen Honer, Wastewater Plant Superintendent  
FWS/KH/pmf  
cc: Larry Parlin, Deputy Public Works Director - Utilities

**APPROVED:**   
\_\_\_\_\_  
Konradt Bartlam, City Manager



**AQUA-AEROBIC SYSTEMS, INC.**  
Partnering for Solutions

**AFTERMARKET PROPOSAL # 32678**

**TO:** LODI WWTP  
12751 N. THORNTON ROAD  
LODI  
CALIFORNIA 95242  
USA

**PROJECT:** LODI (CITY OF)-WHITE SLOUGH WPCF  
LODI  
CA  
USA-MUN

**PROPOSAL DATE:** September 20, 2013, **modified October 23, 2013**

**ATN:** KEN CAPITANICH

**CC:**

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
<p>We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed 3 - 4 business days, after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. All stock is subject to prior sale.</p>			
99	Filter Cloth Sock OptiFiberPES-13® Polyester type Chlorine resistant Part number 2963923	\$269.00	\$26,631.00
12	Retainer bar - side New Part number 2519224 Replaces part number 2506164 New style side retainer bar uses the same hardware as the notch and tab retainer bars	\$16.00	\$192.00
12	Retainer bar - notch, part #2506165.	\$16.00	\$192.00
12	Retainer bar - tab, part #2506166.	\$16.00	\$192.00

Freight charges reflect (1) complete shipment of proposed items, shipping to Lodi, CA 95242.

**Pricing Summary:**

<b>Equipment and/or Accessories:</b>	\$27,207.00
<b>Freight:</b>	\$546.00
<b>8% sales tax:</b>	<b>\$2176.56</b>
<b>Total Job Price:</b>	<b>\$29,929.56</b>

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc.": Any different or additional terms are hereby objected to.

LB



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

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This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles

California LB

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

LB ~~Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.~~

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefor: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production and after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner

LB , except as required by California Public Records Act.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

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QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third part such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED;

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

Sherry Pike, Customer Service Rep Aqua-Aerobic Systems, Inc.

and modified herein by Laurie Breit, Contract Administrator

Laurie Breit

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form City Attorney

RESOLUTION NO. 2013-201

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR  
PURCHASE OF FILTER CLOTH SOCKS FOR TERTIARY  
CLOTH FILTER EQUIPMENT AT WHITE SLOUGH WATER  
POLLUTION CONTROL FACILITY FROM SOLE-SOURCE  
PROVIDER AQUA - AEROBIC SYSTEMS, INC.

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WHEREAS, the function of the tertiary cloth filter equipment is to maximize solids removal prior to disinfection and to comply with the National Pollutant Discharge Elimination Systems discharge limitations. The regular 24/7 operation of this equipment requires periodic replacement of the filter socks, in addition to the routine preventive maintenance performed by staff operators; and

WHEREAS, per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed with when the City Council determines that the purchase is in the best interests of the City; and

WHEREAS, Aqua – Aerobic Systems is the sole manufacturer of this equipment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the agreement for the purchase of filter cloth socks for the tertiary cloth filter equipment at White Slough Water Pollution Control Facility from the sole-source provider Aqua - Aerobic Systems, Inc., of Rockford, Illinois, in the amount of \$33,000.

Dated: November 20, 2013

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I hereby certify that Resolution No. 2013-201 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON  
City Clerk