

RESOLUTION NO. 1225

A RESOLUTION APPROVING A MAINTENANCE PROPOSAL FOR THE EDI AERATION SYSTEM FROM AERATION WORKS IN THE AMOUNT OF \$22,590.00.

WHEREAS, the City of West Branch wishes to acquire maintenance for the EDI Aeration System currently in service at the West Branch wastewater treatment plant; and

WHEREAS, Aeration Works has provided the City with a proposal for the parts and labor to refurbish the existing diffusers in the amount of \$22,590.00; and

WHEREAS, it is now necessary for the City Council to approve an agreement to approve said proposal.

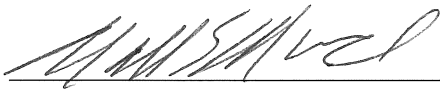
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an agreement with Aeration Works for aeration equipment maintenance in an amount not to exceed \$22,590.

Passed and approved this 4th day of August 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



5601 Paris Rd. Columbia, MO. 65202-9399
TELEPHONE (573) 474-9456 FAX (573) 474-6988

EDI Aeration Works PROPOSAL # 2014-082

TO: Ms. Emily Linebaugh, P.E.
Veenstra & Kimm, Inc.
860 22nd Ave., Ste. 4
Coralville, IA 52241

RE: West Branch IA Aeration Equipment Maintenance
EDI Submerged Lateral Aeration/Mixing System

Dear Ms. Linebaugh,

EDI Aeration Works is pleased to offer the following maintenance proposal for the EDI Aeration System currently in service at the West Branch wastewater treatment plant. This proposal is for the parts and labor to refurbish the existing diffusers. EDI records indicate that this system was installed in two lagoons in 1988 utilizing (47) REEF I diffuser. Records further indicate that the system was upgraded to the EDI FlexAir 42F fine bubble (flexible membrane) diffuser in 1993.

Maintenance Service

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

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

Maintenance Proposal:

- Provide (94) new membranes and (188) new stainless steel clamps for the (47) EDI FlexAir 42F diffuser assemblies
- Access the (47) FlexAir diffuser assemblies and remove the existing membranes.
- Install new diffuser membranes on each of the diffuser assemblies using two new clamps per membrane.
- Inspect the retrievable ropes and floats for all diffuser units and replace as required.
- Conduct leak check on the diffuser and lateral assemblies if air is available.

Proposal Notes:

- Bid assumes that the lagoons are accessible and will be ready for maintenance upon arrival.
- Aeration Works crew members have extensive safety training and Aeration Works will be responsible for following our safety procedures.

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- **Pricing does not include Davis-Bacon wages.**
- **Pricing includes one mobilization-demobilization for the project.**
- The diffuser airline is a made of polyethylene and is socket fusion welded to the air lateral. There is a slight risk that this weld can become loose or broken with movement of the diffuser units. Because of the age of this system and that the quality of this socket weld is unknown, Aeration Works cannot guarantee that this airline will not leak after work is completed.
- Bid is for removing the existing diffuser membranes, installing new diffuser membranes and replacing retrieval rope assemblies only.
- Aeration Works will collect and deposit used membranes and other miscellaneous debris close to the lagoon. Disposal is the responsibility of the Owner.

Warranty:

Aeration Works will provide a one (1) year warranty all aeration equipment in Lagoon 1 and Lagoon 2 where maintenance work is performed.

Material Supply:

Material supply includes all components identified in the Maintenance Activities and includes:

- Membranes
- Membrane Clamps
- Rope and Floats

Price:

\$22,590.00 is the total budgetary price for the labor and replacement parts as detailed above.

The quoted price is plus all applicable taxes and is firm for 120 days. Price includes carriage paid to destination (FOB1) from Columbia, Missouri to job site, via regular ground service.

Proposal Terms:

100% net 30 due upon completion.

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

Date: July 2, 2014

EDI Aeration Works



Michael J Korman
Director of Business Operations
Aeration Works

¹ FOB definition includes: The Buyer bears all costs and risks of loss of or damage to the goods from designated FOB point.



EDI Proposal Aeration Works 2014 – 082

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.

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.

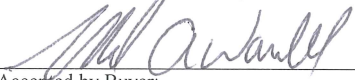
Promissory Note - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

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.

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


Accepted by Buyer:


Date:

Accepted by Seller / Environmental Dynamics International Inc.

Date: