

*Rio Dell City Hall  
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(707) 764-3532  
cityofriodell.ca.gov*



November 19, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

THROUGH: Sunshine Kelly, Wastewater Superintendent

SUBJECT: Authorize the Proposal for One Time Evaluation with training for the Rio Dell Bio-Scru by BCR Environmental quoted cost of \$14,759.00.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize staff to proceed with the Proposal for One Time Evaluation for the Rio Dell Bio-Scru by BCR Environmental and schedule a visit.

BACKGROUND AND DISCUSSION

The City of Rio Dell is currently experiencing issues with the Bio-Scru, an onsite visit from BCR Environmental will include an evaluation of the City of Rio Dell's Bio-Scru operations, equipment and training. This onsite visit is recommended for current operators to understand the Bio-Scru and to have a better understanding of the equipment and for BCR Environmental to better understand how they can help the City of Rio Dells Bio-Scru equipment and processes. This knowledge will allow the City to continue to produce a Bio Solids A in accordance with State regulations and our NPDES Permit.

Staff are asking that the City Council authorize the quote of \$14,759.00 for the proposed onsite visit with training.

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Date: 11/14/2024

**PREPARED FOR:** Sunshine Kelly  
Rio Dell Treatment Facility  
475 Hilltop Drive  
Rio Dell  
California/Humboldt  
95562

**QUOTATION #** N007780

**RE:** Proposal for One Time Inspection and training for the Rio-Dell Bio-Scru  
**Service Call #:** SC006198 - Rio Dell Treatment Facility - 2024-11-07

BCR is pleased to submit this Proposal for the above referenced project. This proposal is good for 30 days. Should this proposal be acceptable, please sign, date and provide a copy to your BCR Representative. Thank you for this opportunity to be of service.

**Standard Quotation Details**

<b>Quote Title</b>	Proposal for One Time Inspection and training for the Rio-Dell Bio-Scru
<b>Summary/Scope of Work</b>	<p>This Proposal is for on site services by BCR to perform and provide a one time thermal system inspection. The BCR team will review the current state of the Rio Dell Bio-Scru dryer and ancillary equipment and provide a follow up inspection report.</p> <p>This includes:</p> <ol style="list-style-type: none"><li>1. Initial walkthrough</li><li>2. SCADA inspection and reporting audit</li><li>3. Feed system operations</li><li>4. Dryer operations best practices</li><li>5. Thermal Fluid heater inspection and operations</li><li>6. Condenser and exhaust equipment</li><li>7. Discharge Conveyor proper operations</li><li>8. IR scanning and Ultra Sonic Testing.</li><li>9. Review operational logs, run profile and current preventative maintenance plan to determine if any modifications to the current plan are needed.</li></ol> <p>BCR will also provide O&amp;M training to consist of, but not limited to the following categories:</p> <ol style="list-style-type: none"><li>1. Feed System</li><li>2. Dryer</li><li>3. Thermal Fluid System</li><li>4. Discharge System</li><li>5. Condenser System</li></ol> <p>BCR will discuss items that may need short and long term attention and will include operating best practices with detailed recommended items for Rio Dells specific equipment. BCR can also provide proposals for recommended items, a structured priority task list for future items as well as future inspections if requested.</p> <p>This Proposal Includes Travel Expenses and Labor for (1) Field Service Manager and (1) Field Service Engineer, On-Site for 2 Days to conduct the inspection.</p>
<b>Shipping Notes</b>	N/A
<b>Disclosure Notes</b>	Down time and Up time evaluations will need to be coordinated between BCR and the Plant Staff.

**QUOTE TOTAL:** \$14759.36

**Acceptance of Quote # N007780**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Customer Purchase Order #: \_\_\_\_\_

<b>BCR Representative</b>	Beth Austin <i>Beth Austin</i>
<b>BCR Representative Email</b>	Baustin@bcrlnc.com

BCR Environmental Corporation  
100 N Laura Street STE 601  
Jacksonville, FL 32202  
O: 904.819.9170 C: 904.616.3194



## 1. TERMS AND CONDITIONS OF PURCHASE

**TERMS APPLICABLE:** The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders acknowledged by BCR Environmental, Corp. ("Seller") for the sales of products, equipment and parts relating thereto ("Products"). This quotation or acknowledgment is expressly made conditional upon Buyer's assent to such terms and conditions. Any of Buyer's terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. Objections to any terms and conditions contained herein shall be deemed waived if Seller does not receive written notice thereof within 20 days of the date of this quotation or acknowledgment. Buyer in any event will be deemed to have assented to the terms and conditions contained herein if delivery of any Product is accepted. The term "this Agreement" as used herein means this quotation or acknowledgment or purchase order, together with BCR's proposal and any attachment hereto, any documents expressly incorporated by reference and these Standard Terms and Conditions of Sale. Terms are cash unless otherwise agreed upon in writing.

**TERMS OF PAYMENT:** All invoices are due and payable in Jacksonville, FL. All credit sales are due in full according to the schedule in the proposal Payment Terms. Accounts past due shall accrue interest at 2% per month or the highest lawful rate allowed by applicable law. Prices and design are subject to change without prior notice.

**ACCEPTANCE:** The terms and conditions of this Offer for Sale shall apply and become a part of the contract between Seller and Buyer unless specifically changed in writing and signed by an executive officer of Seller. The terms and conditions of this Offer for Sale shall in all cases, without exception, control and take precedence over any terms and conditions in Buyer's acceptance. Buyer's acceptance of this Offer for Sale shall be prima facie evidence of acceptance by Buyer of Seller's terms and conditions as controlling. Any conflicting terms and conditions in any document (including our proposal), Buyer's purchase order, acknowledgement or other document utilized by Buyer in this transaction, are expressly rejected by Seller.

**FORCE MAJEURE:** (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all unforeseeable events, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If Seller is unable to carry out its obligations under this Agreement due to Force Majeure, and the Seller promptly notifies the Buyer of such delay, then all obligation that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

**WARRANTY:** (a) Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects

applicable, shall in no event exceed the lesser of the amount paid by Buyer or contract price. The foregoing notwithstanding, if applicable, any claims for (i) delay in delivery shall not exceed 5% of the sum of money received by Seller and (ii) breach of performance guarantees (if any apply) shall not exceed 10% of the order price.

(c) The limitations and exclusions of liability set forth in this paragraph 6 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof shall terminate on the second anniversary of the date of this Agreement.

**INDEMNITY:** Buyer agrees to indemnify and hold Seller harmless for loss due to any fines, penalties and corrective measures necessary to comply with laws, rules and regulations, as well as injuries, losses or claims in connection with the Buyer's use or operation of the Products. Seller agrees to indemnify and hold Buyer harmless for loss due to any fines, penalties and corrective measures necessary to comply with laws, rules and regulations in connection with the design or manufacture of purchased Products.

**CANCELLATION BY PURCHASER:** The proposed system is sold on a final, non-cancelable, non-returnable, non-refundable basis. Buyer agrees to complete the payment commitments as outlined in the Payment Terms captured in the attached Firm Proposal.

**DELIVERY:** The price and delivery of all Products, are Ex Works (according to Incoterms 2010) Seller's factory. All shipments are made Ex Works our plant. If the purchase price has been paid in full prior to shipment, then title to the Products shall pass to Buyer when the Products are duly delivered to the carrier (Carrier) selected by Buyer or, at Buyer's request, by Seller, at Seller's factory, except where Buyer requests a delay in shipment, in which case the title shall pass to the Buyer when the Products are ready for shipment. If Buyer requests a delay in shipment, then Buyer shall pay Seller's standard storage charges for the period from the date Products are ready for shipment to the actual date of shipment, Buyer will provide a certificate of insurance for the product while it is being stored. If the purchase price has not been paid in full, title to Products does not pass from Seller to Buyer until Seller receives payment in full. Buyer expressly agrees not to commercially operate the Products until Seller has received payment in full.

**RISK OF LOSS:** The risk of loss to the Products shall pass to Buyer when the Products are duly delivered to the Carrier at Seller's factory or earlier if title passes to Buyer as listed above. The processing of freight claims or loss claims is the responsibility of Buyer.

**CONFIDENTIALITY:** Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation or acknowledgment includes Seller's confidential and proprietary information, both of a technical and commercial nature and it is subject to the Non-Disclose and Confidentiality Agreement executed by Buyer. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty free, perpetual license to use Seller's confidential and proprietary information for purposes of this specific order and the Products that are the subject hereof only. In addition to any separate obligations under the Non-Disclosure and

in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products or 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship and within 10 days of such discovery gives Seller written notice thereof, Seller will either deliver to Buyer a replacement part, or repair the defect Ex Works (according to Incoterms 2010) Seller's factory. Seller will have no warranty obligations under this paragraph 5(a): (i) if the Products have not been operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written notice within 10 day of the discovery; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable, (vi) if all payments have not been made. If remote monitoring is not enabled, a \$2500.00 deductible applies to all Warranty work. Finished materials and accessories purchased from other manufacturers are only warranted to the extent of the original manufacturer's warranty.

(b) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 5 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY FOR WARRANTY REPAIR OR REPLACEMENT SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE ITEMS PURCHASED.**

(d) The remedies provided in paragraphs 5(a) and 5(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

**LIMITATION OF LIABILITY:** Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply: (a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to Buyer or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, punitive, incidental or consequential damages of any nature.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if

Confidentiality Agreement, Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings (or other information) or to use the drawings (or other information) other than in connection with this specific order. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorney's fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

**INTELLECTUAL PROPERTY:** All intellectual property of Seller shall remain the exclusive property of Seller and no license to pre-existing intellectual property will be created by this Agreement. Any new intellectual property developed by Buyer that includes or incorporates the Products shall also be owned by Seller.

**LAW:** The rights and obligations of the parties shall be governed by the domestic laws of the State and County of Dallas County, Texas without regard to its conflict of law rules or the United Nations Convention for the International Sale of Goods.

**ARBITRATION:** Any dispute, controversy or claim arising under this agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Dallas, Texas, pursuant to the American Arbitration Association Commercial Arbitration rules. The parties shall jointly select one arbitrator and the decision of the arbitrator shall be final and binding on the parties and enforceable in any court of competent jurisdiction. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The prevailing party may, at the arbitrator's sole discretion, award reasonable attorney fees. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

**ENTIRE AGREEMENT:** This Offer, together with the Non-Disclosure and Confidentiality Agreement ("NDA"), contains the entire agreement between Seller and Buyer, and no modification of this Offer or NDA shall be binding upon Seller unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. No oral or written statements by Seller's sales representatives, or other agents, made after the date hereof shall modify or vary the express terms hereof unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. To the extent any advertising or promotional material of Seller contradicts or disagrees with the terms hereof, Seller and Buyer agree that the terms hereof shall control and that such advertising and/or promotional materials are not part of the Agreement between Seller and Buyer.

**SECURITY INTEREST:** To secure payment for Products, Buyer grants to Seller a security interest in the Products and agrees that Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer designates Seller as its attorney-in-fact to execute any financing statements on behalf of Buyer necessary to perfect such security interest.

**TAXES:** Prices on the products sold by Seller are exclusive of any city, state, federal or foreign taxes or duties, of any kind. Buyer is responsible for all such taxes and duties and agrees to indemnify Seller for all taxes and duties that may be assessed upon Seller.