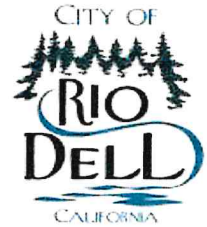

*675 Wildwood Avenue
Rio Dell, CA 95562*



TO: Mayor and Members of the City Council

FROM: Karen Dunham, City Clerk for Derek Taylor, Wastewater Superintendent

THROUGH: Kyle Knopp, City Manager

DATE: October 3, 2023

SUBJECT: Sludge Dryer Repairs

RECOMMENDATION

Approve the proposal from O & M Industries in the amount of \$18,019.00 for the labor and material to replace leaky seals on the sludge dryer gear drives, installation of customer-supplied rotaries, and installation of new bearing inserts.

BACKGROUND AND DISCUSSION

This is part of the routine maintenance and repair of the sludge dryer.

Attachments:

Proposal #23799

PROPOSAL



CA Lic. #284930 OR Lic. #121420 NV Lic. #0055294 DIR#1000000183

5901 Ericson Way, Arcata, CA. 95521 • 707-822-8800

City of Rio Dell

#23799

09/25/2023

Attn: Derek

Email: taylorlord@cityofriodell.ca.gov

Project Name: RIO DELL WASTE WATER

O&M Industries proposes to supply labor and material to replace leaky seals on the sludge dryer gear drives.

Additionally we propose to change out customer supplied rotary's. While changing rotary's, we will also install new bearing inserts on the same end of the dryer.

Total Price \$18,019.00

Sales/Use Tax Included - Freight Not Included

MATERIAL COST SUBJECT TO CHANGES IN MARKET PRICE AND MATERIAL AVAILABILITY

Acceptance of proposal -The proposal as written, including O&M industries standard terms and conditions, are hereby accepted and you are authorized to do the work as specified. Should buyer default in making any payment required here under, and seller institutes legal proceedings, buyer agrees to pay all costs of collection including reasonable attorney's fees.

Interest on past due amounts will be charged at 1.5% per month on all past due amounts

Accepted by X _____ Date: _____

Print name: _____

Payment Terms: Net 30 ARI

Monthly Progress Payments based on % complete including materials stored at job site or shop and fabrication complete but not yet shipped.

Authorized Signature: _____

Project Manager: _____

Tom Benzinger
Tom Benzinger

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Standard Exclusions:

- Permits & permit driven costs or fees
- Special inspection and/or associated costs
- Fire watch or fire suppression equipment
- Spotter if required
- Engineering
- Concrete / grout / foundation / anchor bolts
- Electrical and instrumentation
- Trash disposal
- Insulation & cladding
- Plumbing & piping
- Commissioning or startup assistance
- Connection to any fire or life safety systems
- Confined space work and/or associated costs
- Core drilling or saw cutting
- Excavation



- Any costs associated with the handling, removal, or disposal of hazardous materials
- Coordination drawings or coordinated shop drawings
- Overtime or premium time if required
- Full time safety person
- Roof & wall patching
- Removal and/or relocation of underground utilities, concrete foundations, etc. or any costs related to any underground obstructions
- Extra mobilizations
- Unloading of customer supplied equipment
- Warranty of customer supplied equipment
- Costs of bonds, testing, inspection or engineers fees
- Painting, galvanizing and powder coating unless called out in proposal

Standard Clarifications:

- Job access for O & M Industries including equipment access needed for its scope of work is the responsibility of the prime contractor and to be provided to O & M Industries at no cost
- All field dimensions are by others where work is furnished F.O.job site
- Claims or back charges for any material furnished by O & M Industries will not be considered unless O&M Industries is given prompt notice and the opportunity to:
 - Investigate, inspect and if required, replace or correct the alleged error to comply with the plans and specifications, or;
 - Compensate the owner/contractor at an agreed, reasonable cost not to exceed the quote price of the item involved.
- General contractor to set one (1) anchor bolt nut to grade on each anchor bolt group or cluster
- The cost for providing Waiver of Subrogation and primary wording on our general liability policy and the waiver of subrogation on our Workers Compensation policy is not included in this quote and will be billed as an additional cost if it is required on this project.
- No consequential damages. In no event shall either party be responsible to the other for punitive, special, indirect, incidental or consequential damages or injuries of any type (including, but not limited to downtime, loss of use or loss of profits) whether arising in contract, tort (including, without limitation, by reason of the other party's negligence, gross negligence or willful misconduct), strict liability or otherwise.

O&M Industries Standard Terms & Conditions

1. TERMS EXCLUSIVE

All Orders for the purchase of goods and/or services from O & M Industries (Seller) are and shall be conditioned upon the terms and conditions set forth in Seller's proposal or quote and shall include the standard terms and conditions set forth herein. Seller hereby rejects any and all terms in any purchase order or other document of Buyer which is in addition to, different from, or inconsistent with the terms and conditions set forth herein and/or in Seller's written proposal or quote. This document contains the entire agreement of the parties hereof and supersedes any prior written or oral agreements concerning the subject matter contained herein. This agreement shall not be binding upon the Seller until Seller's proposal is signed by one of its authorized representatives. There shall be no ratification, modification, termination, or waiver of this agreement or any of the provisions hereof, unless the same shall have been made in writing and signed by the Seller's authorized representative.



2. SPECIFICATIONS

If Seller submits any drawing or other specifications to buyer for approval, and Buyer does not disapprove of them within the time specified by Seller, Buyer will be deemed to have approved of such and Seller shall proceed with fulfilling the order. Buyer shall be responsible for any costs or delays incurred as a result of untimely objections or rejections of Seller drawings or specifications provided to Buyer.

3. SHIPMENT

Subject to paragraph 12 (RETURNS) herein, Seller shall ship the goods upon their completion. Seller shall delay shipment as reasonably requested by buyer in writing but Buyer shall pay reasonable storage fees and other damages that may be incurred due to the delay. The shipment or completion date for custom manufactured or fabricated goods and/or services is estimated and not guaranteed. Seller may ship the goods within a reasonable period either before or after the designated shipment date. Method and route of shipment are at O & M Industries (OMI) discretion unless Buyer supplies express written instructions. All shipments are insured at Buyer's expense and made at Buyer's risk. Title to any goods covered by this Contract shall pass to the Buyer when they are delivered to the common carrier or otherwise shipped by OMI. No claim for damages or shortages will be considered unless OMI and the carrier are notified in writing within three (3) days of delivery, and no claim for non-delivery will be considered unless OMI is notified in writing within ten (10) days of reasonable delivery time.

4. DELAY

Should project (any services performed by the Seller) be delayed for any reason for which the Seller is not responsible, then 90 days from the date of shipment of the equipment to the Buyer or 90 days into any delay shall be considered as date of completion for project, and terms of payment shall apply as of that date, notwithstanding anything herein contained to the contrary.

5. FORCE MAJEURE

Seller shall not be liable to Buyer for any loss or damage suffered by Buyer, directly or indirectly, as a result of Seller's failure due to delay in performing any term or condition hereof, where such failure or delay is caused by fire, insurrection or riot, labor troubles (including strikes and lockouts), wars, embargos, Government regulations, inability to obtain any license which may be required, interruption of or delay in transportation, inability to obtain materials, supplies, and equipment, accidents, explosions, acts of God, or other causes of like or different character beyond the Seller's control, including, but not without limitation, any failure of any Seller's supplier to make delivery due to any such cause.

6. RISK OF LOSS

Unless otherwise agreed to by written instrument signed by Seller, the goods shall be shipped ex-factory Seller's plant in Arcata, CA, and Buyer shall bear all risks of loss with respect to the goods that have been placed in the possession of a carrier.

7. INSPECTION

Before accepting the goods and/or services, Buyer shall have the right to inspect them at the time and place of delivery. Upon acceptance Buyer shall be deemed to have acknowledged that the goods and/or services comply with all specifications, representations and warranties of Seller, and to have waived any claim or cause of action against Seller with respect to the goods and or services.

8. WARRANTIES

Seller warrants goods manufactured and/or services performed by the Seller shall be free of defect in material and workmanship and that such goods and/or services conform to industry standards until the earlier of: (a) expiration of the ordinary useful life of the goods and/or services; (b) a period of one year from the completion of installation shipment of manufactured goods; or (c) if shipment of fabrication is delayed by Buyer, one year from the date of completion not to exceed 18 months, OMI does not warrant against damages due to corrosion, abrasion, normal wear and tear, production modification or product misapplication. Seller's liability under this warranty shall be limited to repair or replacement of the goods and/or services, and only after receiving prompt notification of an alleged defect and a reasonable opportunity to inspect and evaluate the cause of such. Buyer shall provide written notice within 5 days of discovery or 5 days from when the Buyer should have reasonably discovered such problem or defect. Failure to provide timely notice prejudices Seller's ability to properly investigate and evaluate the cause of alleged defects. Therefore, failure to notify Seller within the 5-day period shall be deemed a waiver of any warranty claim. The notice of defect shall include Buyer documentation that the goods and/or services have been used, stored, installed, maintained and/or operated in accordance with Seller's recommendations. This warranty does not extend to third-party products incorporated in the goods and/or services. Seller hereby transfers any third-party manufacture warranties, if such are transferable. THE WARRANTY PROVIDED FOR HEREIN IS EXCLUSIVE, AND IN LIEU OF, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS AND/OR SERVICES, whether based on contract, negligence, strict liability, or otherwise. ORAL STATEMENTS made by Seller's employees or representatives DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not part of the contract for sale. NO OTHER WARRANTIES are given beyond those expressly set forth in this document.

9. LIMITED LIABILITY

Seller shall not under any circumstances be liable for incidental, special, or consequential damages, such as, but not limited to: damage to or loss of property or equipment; loss of profits or revenue; costs of capital; or any other claims by Buyer's customers. The remedies set forth herein are exclusive, and the liability of the Seller with respect to the manufacture, sale, delivery, resale, installation, and/or use of any of the goods and/or services sold to Buyer, whether arising out of contract, negligence, strict liability, warranty, or otherwise, shall not exceed the price of the goods and/or services upon which liability is based.

10. INTELLECTUAL PROPERTY

No right or license is granted by the terms of this Contract to Buyer under any patent, copyright, registered design or other industrial property right except the right to resell the goods sold under this contract.



11. RETURNS

In no case may goods be returned without first obtaining the written permission of OMI.

12. TAXES AND DUTIES

Unless specified otherwise, Buyer shall pay all sales, use, and excise taxes, tariffs, duties, and other charges imposed by any county, state, and locality of other political subdivision in connection with the sale of the goods and/or services. For tax purposes, title to the goods shall pass from Seller to Buyer upon being loaded for shipment, whether by common carrier or Buyer's own truck.

13. PAYMENT

Unless otherwise set forth in a written instrument signed by Seller, Buyer shall tender full payment for the goods and/or services within 30 days of receipt of Seller's invoice. If Buyer delays shipment, Buyer shall pay the full amount of work completed to date within 30 days after the goods have been completed, including reasonable storage fees plus damages or fees Seller may incur as a result of the Buyer delayed shipment. Any balance not paid when due shall draw interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid. Buyer shall be liable for all legal costs incurred by Seller in collecting any unpaid balance, including attorney's fees. All payments shall be made in United States currency. Further, Buyer agrees to provide adequate fire and risk insurance to fully indemnify Seller for any balance due in the event of loss or damage. OMI shall retain a security interest in all of the goods sold to buyer until the purchase price is fully paid. In the event that any such payment is not made promptly when due, OMI shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to the goods delivered to the Buyer, in addition to any other rights and remedies available under applicable law. Buyer shall execute, at OMI request, any appropriate documents to perfect OMI's security interest granted under this Paragraph.

14. CANCELLATION

Buyer shall not have any right to cancel this agreement without Seller's prior written consent. If Seller elects to permit cancellation, Seller may require Buyer to pay a cancellation fee equal to total selling price, less the estimated direct labor and materials not expended, less the salvage values of materials already purchased, and any other costs or losses Seller may incur. If Buyer fails to make required payments, or breaches any of the other terms or conditions of the agreement, Seller shall have the right to terminate this agreement and withhold further shipments.

15. DEFAULT

In the event of Buyer's default, OMI may, at its option: (a) suspend OMI's work indefinitely until Buyer's default is remedied; or (b) terminate OMI's work and receive from Buyer an amount equal to the gross profit to have been earned under this Agreement plus all costs and expenses accrued or incurred by OMI to the date of termination. The remedies provided for in this agreement shall not be deemed exclusive and OMI shall have in addition thereto all other remedies available at law and in equity.

16. CUMULATIVE REMEDIES and NON-WAIVER

The remedies provided for herein shall be cumulative and in addition to any other remedies allowed by law or in equity. The failure of Seller to exercise any remedy shall not constitute a waiver of the right to exercise that or any other remedy unless expressly waived in writing; and a waiver of any breach of any provision in this agreement shall NOT operate as a waiver of any subsequent breach of the same or any other provision.

17. INDEMNIFICATION

Buyer shall defend, indemnify, and hold Seller, its directors, officers, employees, and agents, harmless from any and all claims, expenses (including attorney fees), liabilities, obligations, losses, damages, actions, settlements, fees, suits, or proceedings of any nature arising out of and/or related to: (a) injuries or damages arising from or in connection with negligence of Buyer, Buyer's Agents or independent interests and/or failure to comply with Seller's use and maintenance recommendations related to the goods and/or work product; (b) and/or any intellectual property infringement related to goods and/or services provided in accordance with specifications and or drawings provided by Buyer. The provisions of this paragraph shall survive completion, termination, or cancellation of agreement or purchase order.

18. APPLICABLE LAW and JURISDICTION

This agreement and matters connected with the performance thereof shall be construed in accordance with, and governed by, the laws of the State of California, as if it were executed and performed entirely within the State of California. Venue in any litigation arising hereunder shall be in Humboldt County, California.

19. ATTORNEY FEES

In the event of breach by Buyer, Seller shall be entitled to recover legal fees and costs, including but not limited to reasonable attorney's fees, as well as pre-judgment interest.

20. SUBROGATION

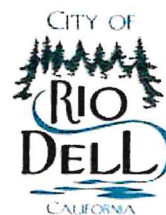
No waiver of subrogation by OMI shall be effective unless signed by an officer or the president of OMI.

21. SUBCONTRACT

OMI shall be entitled to assign, subcontract, or sublet this Contract or any portion thereof.

22. MISCELLANEOUS

This written agreement is the entire agreement between the Buyer & Seller. No modifications shall be binding on Seller unless made in writing and signed by Seller. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless memorialized in a written instrument signed by Seller and supported by separate consideration. Buyer shall not assign its rights or delegate its duties under this Sales Order without prior written consent for Seller.



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Karen Dunham, City Clerk for Derek Taylor, Wastewater Superintendent

DATE: August 15, 2023

SUBJECT: Purchase of Two 1060 Gallon Sodium Hypochlorite Tanks

RECOMMENDATION

Approve the purchase of two (2) Sodium Hypochlorite Tanks in the amount of \$9,508.00, not including freight charges estimated at \$1,500, from Core-Rosion Products.

BACKGROUND AND DISCUSSION

The Chlorine storage tanks are critical storage for disinfection of the wastewater effluent and are part of the Chlorine Generator Replacement Project through CalOES. The tanks shifted during the recent earthquakes causing them to leak. There were previous repairs done to the tanks but because of the current condition of the tanks and their age (estimated to be 10 years old), the tanks are in need of replacement.

ATTACHMENTS:

cc: Core-Rosion Products Quote