

CITY OF DELRAY BEACH
ACQUISITION APPROVAL

RECEIVED
FEB 26 2016
CITY MANAGER

TO: Donald B. Cooper, City Manager
THROUGH: Steven Chapman, Chief Purchasing Officer
FROM: John Morgan, Director of Environmental Services *JM*
DATE: February 12, 2016
SUBJECT: Water Treatment Plant, East Vacuum Filter Rebuild – Approval for Change Order to an Existing Agreement with Ovivo USA, LLC

Background:

On September 15, 2015, City Commission approved an award to Ovivo USA, LLC (as sole source) in the amount of \$43,350 for the repairs to the two (2) vacuum filter drive units (eastern and western unit in series) at the dewatering building (Purchase Order #705268). After taking the eastern unit off-line and out of service, Ovivo initiated the repairs. Once the unit was disassembled, unexpected damage to the internal components was discovered. The necessary additional repair work includes replacement of the worm, thrust spacers, blind seal plates, the trunnion bearing assembly, valve assembly, and stuffing box assembly.

The vacuum filter drive units are critical in the production of potable water. With the eastern vacuum filter drive unit off-line the plant is dependent on western unit.

The equipment is manufactured by Ovivo USA, LLC (Ovivo) in Salt Lake City, Utah. Ovivo is the sole manufacturer and exclusive distributor of EIMCO parts and equipment. The equipment was formerly manufactured by EIMCO Water Technologies. Ovivo has proposed to make the additional repairs to the eastern unit utilizing original equipment manufactured parts. Under the circumstances, staff recommends this work be considered an emergency situation, to be performed as soon as possible, seeking authorization from the City Manager to proceed with the additional repairs to the eastern vacuum filter drive unit via a change order to the award to Ovivo USA, LLC.

The Environmental Services Department is requesting approval of a change order to Purchase Order #705268 in the amount of \$41,000 for the additional repairs to the eastern vacuum filter drive unit at the Potable Water Treatment Plant.

Purchasing Authority

This recommendation complies with the Code of Ordinances, 36.06 (A) (2), Change Orders - "The City Manager may approve a Change Order provided that it does not materially expand or alter the scope of the work in a City Commission approved contract..."

Funding Account Number: Funding is available from 441-5122-536.46-90, Water & Sewer Fund / Other Repair and Maintenance, after a budget transfer.

John Morgan 2/18/2016
Department Head Date
[Signature] 2-26-16
Purchasing Date

Donald B. Cooper 2-26-16
City Manager Date

GM200I13
Fiscal Year 2016

City Of Delray Beach Florida
Account Balance Inquiry

2/26/16
14:47:54

Account number . . . : 441-5122-536.46-90
Fund : 441 WATER AND SEWER FUND
Department : 51 WATER AND SEWER
Division : 22 WATER TREATMENT & STORAGE
Activity basic : 53 PHYSICAL ENVIRONMENT
Sub activity : 6 WATER/SEWER SERVICES
Element : 46 REPAIR & MAINT SERVICE
Object : 90 OTHER REPAIR/MAINT COST

Original budget :	23,500	
Revised budget :	66,850	10/01/2015
Actual expenditures - current . . . :	365.00	
Actual expenditures - ytd :	277.94	
Unposted expenditures :	.00	
Encumbered amount :	46,361.84	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	47,004.78	70.3 %
Unencumbered balance :	19,845.22	29.7 %

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

Ovivo USA, LLC
4246 Riverboat Road - Suite 300
Salt Lake City, Utah
84123-2583
USA

Telephone: 801.931.3000
Facsimile: 801.931.3080
www.ovivowater.com



July 10, 2015

City of Delray Beach
200 SW 6th Street
Delray Beach, FL 33444
Attn: John Bullard

Re: EIMCO Water Technologies Equipment

To Whom It May Concern:

Please be advised that Ovivo USA, LLC is the "Sole" manufacturer and exclusive distributor of all EIMCO Water Technologies parts/equipment used in Ovivo (formerly EIMCO Water Technologies) wastewater & water treatment process equipment. Our exclusive agent for this equipment in your geographic area is:

TSC-Jacobs - South
11021 Countryway Blvd.
Tampa, FL 33626

Austin Moore
813 888-5556 - Office
813 300-7415 - Mobile

Please direct all inquiries for municipal wastewater treatment equipment to above agent.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bill Stewart".

Bill Stewart
Sales Engineer
Ovivo USA, LLC Rebuild Group
801 931-3265
bill.stewart@ovivowater.com



PREPARED FOR

City of Delray Beach
200 SW 6th Street
Delray Beach, Florida
Attn: Brian Jones
(561) 243-7318

AREA REPRESENTATIVE

Austin Moore
TSC Jacobs
(818) 888-5556
Email: austin@tscjacobs.com

PROJECT

(2) 8 x 12 EIMCOBELT Vacuum Filters
Emergency Repairs
Serial # 21265-01-AR and 21265-01-BR

PREPARED BY

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583
Bill Stewart
Phone: (801) 931-3265
Fax: (801) 931-3080
Email: bill.stewart@ovivowater.com

Revision B – Removed Ovivo Terms & Conditions (pages 6 & 7)

PROPOSAL

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT™) is pleased to offer the following proposal to provide emergency repairs for the (2) EIMCOBELT Filters, serial no: 21265-01-AR and 21265-01-BR. Repair to include OEM parts and installation services.

Replacement Components:

Drive Housing:

- Worm shaft bearings and oil seals.
- Drive housing packing and retainer plate.

Non-Drive end:

- Wear plate and stem assembly with mounting studs and spring hardware.
- Gaskets.
- Multiflex connectors with clamps.
- Valve bushing.

Installation Services:

Ovivo will supply supervision, labor and equipment to complete this project.

- Mobilization and Demobilization.
- Delivery and unloading of new replacement components.
- Removal of valve and wear plate assembly.
- Mechanical cleaning of the trunnion shaft end and internal chambers of the valve body.
- Installation of new wear plate assembly and existing valve.
- Replace worm shaft wear items – bearings, bushings and seals.
- Disposal of replaced components.

Items not included:

- No draining or cleaning of the existing tank.
- No electrical installation or alteration of existing electrical supply.
- No lubricants.
- Any components not expressly listed above.

Pricing for (2) rebuilds of Filters including materials and labor: \$43,350.00

Ovivo anticipated the lead time to be 8 weeks for materials and 1 week on site for installation.

PROPOSAL

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

All prices quoted are in US Dollars. Prices are good for 45 days. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are: One hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at the job site or they have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department. Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

PROPOSAL

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road - Suite 300
Salt Lake City, Utah 84123-2583
Fax #: 801-931-3080
Tel. #: 801-931-3000
Email: bill.stewart@ovivowater.com

PROPOSAL

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

PROPOSAL

Ovivo USA, LLC

4246 Riverboat Road • Suite 300 • Salt Lake City, Utah 84123-2583 USA

Tel: (801) 931-3000 • Fax: (801) 931-3080

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