

**RESOLUTION NO. 5033**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE PURCHASE OF A HUBER TECHNOLOGY ROTOMAT  
SEPTAGE RECEIVING STATION IN AN AMOUNT NOT TO EXCEED \$236,832.72**

**WHEREAS**, the City owns and operates a Water Reclamation Facility (WRF) with significant excess treatment and disposal capacity; and

**WHEREAS**, there is a demonstrated significant local need for liquid waste disposal and treatment services; and

**WHEREAS**, on January 4, 2014, Council accepted an AB2766 Motor Vehicle Emissions Reduction Program Grant from the Monterey Bay Unified Air Pollution Control District in the amount of \$241,461.84 for the Soledad Water Reclamation Facility Septage Receiving Station Project to reduce air pollution otherwise created by long haul truck trips from south Monterey County to existing distant liquid waste disposal locations; and

**WHEREAS**, staff solicited formal bids to purchase a septage receiving station and received no responses; and

**WHEREAS**, as per Soledad Municipal Code Section 3.24.060, when no bids are received after formal solicitation, the City can proceed with a negotiated purchase without further compliance with established bidding procedures; and

**WHEREAS**, Staff contacted several manufacturers of septage receiving stations, and negotiated the attached purchase agreement with Huber Technology, Inc., in the best interest of the City in regards to equipment quality and price.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Soledad that the Council hereby authorizes the City Manager to purchase a Huber Technology Rotomat Septage Receiving Station in an amount not to exceed \$236,832.72 as quoted in the attached Scope of Supply, attached hereto as Exhibit "A."


**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 5<sup>th</sup> of November, 2014 by the following vote:

**AYES**, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

**NOES**, Councilmembers: None.

**ABSENT**, Councilmembers: None.

**ABSTAIN**, Councilmembers: None.



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FRED J. LEDESMA, Mayor

ATTEST:



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ADELA P. GONZALEZ, City Clerk

Exhibit A

## SCOPE OF SUPPLY

**Project Name: Soledad, CA**

**Huber Proposal Number: JQ003927REV.B**

**Equipment: Ro3.3-1000-6**

**Bid Date: September 23, 2014**

**Huber Contact: John Lewis, Western Regional Sales Manager**

**(704) 995 5451**

**Represented By: Rob Young, Goble Sampson Associates**

**(801) 268 8790**



**Huber Technology, Inc.**

**9735 NorthCross Center Court**

**Suite A**

**Huntersville, NC 28078**

**Phone: (704) 949-1010**

**Fax: (704) 949-1020**

ITEM	QUANTITY	DESCRIPTION
1	1	<p><b><u>ROTAMAT® Ro3.3 for screening and grit removal</u></b></p> <p>Septage Receiving Station for 700 gpm @ 3% d.s 460 gpm @ 6% d.s.</p> <p>Model: Ro3 using Ro1/1000/6 fine screen to handle septage screening and grit removal in a single unit.</p> <p><b><u>Including:</u></b></p> <ul style="list-style-type: none"> <li>• Grit Classifying Tank as specified; 304L Stainless Steel Construction; including tank covers, tank stiffening supports and adjustable support legs for field leveling.</li> <li>• 304L stainless steel horizontal grit conveyance screw with constant speed gear motor, .75HP, 460VAC, 60Hz, 3ph, Class 1 Division 1</li> <li>• 304L stainless steel inclined grit discharge screw with 3 phase gear motor, 1.5HP, 460VAC, 60Hz, constant speed, Class 1 Division 1</li> <li>• Grit discharge chute; 304L Stainless steel</li> <li>• 4" 304L Stainless steel pipe vent with 90 degree upturn</li> <li>• One (1) Promag 10 Flow meter, 4", Class 1 Division 2</li> <li>• One (1) Inlet flow control valve, Rotork IQT 4" Ball valve</li> <li>• One (1) Quick connect coupling, Aluminum, 4"</li> <li>• Wash Water Strainer</li> <li>• Size 2 Rocktrap in 304L</li> <li>• <b><u>Model: Ro1/1000/6 rotating cylindrical fine screen</u></b></li> </ul> <p style="padding-left: 40px;"><b>Including:</b></p> <ul style="list-style-type: none"> <li>○ 304L stainless steel construction with shafted screw and integrated maintenance free bearing</li> <li>○ 35° inclined auger tube</li> <li>○ 35° inclined screen basket; width: 40" (1000mm)</li> <li>○ Bar spacing: 6mm</li> <li>○ Drive motor, 2HP, 460VAC, 60Hz, 3ph, Class 1 / Division 1, VFD ready</li> <li>○ Spray bar cleaning system</li> <li>○ Integrated screenings washing system IRGA</li> <li>○ Automatic Press Zone washing system</li> <li>○ Automatic screen tank washing system</li> <li>○ Four (4) solenoid valves, Class 1 / Division 1, 110vac, 60Hz</li> <li>○ Discharge chute; 304L Stainless steel</li> <li>○ Bagging Unit included</li> </ul>

2	1	<p><b><u>Ro3.3 - Main Control Panel</u></b></p> <ul style="list-style-type: none"> <li>• Enclosure, NEMA 4X, 304 Stainless Steel</li> <li>• Main Disconnect, Non-Fused with Door Handle</li> <li>• VFD, Altivar 312 w/ Line Reactor and MSP Branch Circuit Protection [Screen - 480VAC, 2HP Max]</li> <li>• Motor Starter, NEMA Reversing w/ Overload and Branch Circuit Protection [Horz. Grit - 480VAC, 5HP Max]</li> <li>• Motor Starter, NEMA Non-Reversing w/ Overload and Branch Circuit Protection [Incl. Grit - 480VAC, 5HP Max]</li> <li>• TVSS, Single Phase, 120VAC</li> <li>• Alarm Horn w/ Silence Push Button</li> <li>• Alarm Beacon</li> <li>• Control Power Transformer, 480-120 with CB Branch Circuit</li> <li>• PLC, Allen-Bradley MicroLogix 1400 w/ Required IO</li> <li>• OIU, Allen-Bradley PanelView Plus C400 Color Touch Screen w/ Ethernet</li> <li>• Ethernet Switch, Un-Managed, 5-Port</li> <li>• Pilot Lights, Transformer Type, [As Required]</li> <li>• Selector Switches, [As Required]</li> <li>• Push Buttons, [As Required]</li> <li>• Control Relays, [As Required]</li> <li>• Terminal Blocks, [As Required]</li> <li>• Intrinsically Safe Relays, [Home Switch, Pressure Transmitter]</li> <li>• UL Label</li> <li>• Pressure sensor</li> <li>• 9 Hole LCS NEMA 7</li> </ul>
3	1	<p><b><u>Spare Parts</u></b></p> <ul style="list-style-type: none"> <li>• One (1) Complete bottom bearing assembly</li> <li>• One (1) Solenoid valve rebuild kit for each size</li> <li>• Five (5) Boxes with 295 ft endless bags each</li> <li>• One (1) set of hopper cleaning brushes</li> </ul>
4	1	<p><b><u>Manufacturer's Services</u></b></p> <ul style="list-style-type: none"> <li>• Two (2) trips, Five (5) days onsite to inspect the equipment and to supervise field testing and startup.</li> <li>• Additional services are available on a per diem rate upon request</li> </ul>

**Notes:**

1. Huber Technology does not install equipment, and our bid should be read as per our scope being provided ONLY. Huber Technology's bid is contingent upon our equipment being installed by others, and that our equipment delivery of 24 weeks after submittal approval is acceptable.
2. All electrical interconnections, wirings, junction boxes and terminations between the equipment and electrical components are to be provided by installing contractor.
3. All piping to and from the equipment is to be supplied by the installing contractor
4. Any Item not specifically listed above is not considered part of this scope of supply. Please contact our representatives listed above for further clarification.
5. Programming software and spare parts for the controls systems are not included in this scope of supply unless stated otherwise. These items are available for an additional cost adder upon request.

**Pricing:**

ITEM	EQUIPMENT	Price
1	ROTAMAT® Ro3.3	Included
2	Ro3.3 - Main Control Panel	Included
3	Spare Parts	Included
1-3	Equipment subtotal	\$198,279
4	Manufacturer's Services	\$12,600
5	Freight	\$7,400
1-4	TOTAL	\$218,279.00

### **Terms and Conditions**

The proposal is dependent on customer's acceptance of the attached Huber Technology, Inc. Standard Terms and Conditions.

### **Special Information and Exceptions**

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Jobsite
- Price does not include installation or building modifications
- Price quotation is valid for 60 days from the date of this proposal. After expiration of validity Huber reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

### **Terms of Payment**

10% upon delivery of submittals (net 30 days)

80% upon delivery of equipment (net 30 days)

10 % upon start-up of equipment (net 30 days)

### **Submittals**

Huber Technology will provide documentation to the customer per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of Huber Technology O&M manuals prior to equipment start-up.

### **Shipment**

Huber Technology will maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-24 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond Huber's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Huber.

### **Accessories**

This proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

### **Abrasion or Corrosive Materials**

All of Huber's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H<sub>2</sub>S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H<sub>2</sub>S < 6 ppm

Machines made from 316 grade stainless steel are available for a price adder for extremely harsh operating environments.

### **Purchase Orders**

All purchase orders are to be faxed or mailed to:

Huber Technology, Inc.  
9735 NorthCross Center Court, Suite A  
Huntersville, NC 28078  
Phone: (704) 949-1010  
Fax: (704) 949-1020

All purchase orders are subject to acceptance by Huber Technology, Inc.

### **Warranty**

Huber warrants the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended solely under the operating conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first.

### **Exclusions**

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on jobsite
- Local, State or Federal taxes or fees
- Foundation design and engineering (Huber will furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in Huber scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bins(s).

### **Project Management**

Huber will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for Huber equipment
- Coordination with Huber manufacturing on materials procurement and fabrication to and with Huber shipping/logistics to ensure Huber commitments are maintained.

### **Erection, training and Start-up assistance**

A certified Huber Service Technician can normally be at the jobsite within two (2) weeks after customer's request to Huber for equipment start-up and commissioning assistance. Huber will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the purchaser's request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight hours per day.

- At the request of the purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- Expenses are defined as the costs of travel from Huber's location to the point of installation and return; together with accommodation and living expenses during the period of field service.

- Charges for all time involved will be invoiced, including delays which are beyond Huber's control.

**Equipment Standard**

Any deviations from the Huber standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. Huber reserves the right to charge adders to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in Huber's scope of supply.

**Shop painting**

Gears and motors will receive three layers of painting, two layers of primer and a finishing layer with synthetic resin varnish.

## Huber Technology, Inc. Terms and Conditions of Sale

1. **GOVERNING TERMS:** The Terms and Conditions shall exclusively govern the sale of equipment, components and related services by Huber to Purchaser. Acceptance of Huber's offer or counteroffer by acknowledgement is expressly limited to these terms and conditions and those stated in any Huber proposal or acknowledgement. Huber hereby gives notice of objection to any different or additional terms which may be proposed or contained in any document forwarded by Purchaser. No other terms or conditions or modification of these terms shall be binding upon Huber unless specifically accepted in writing by an authorized representative of Huber. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by Huber. The terms and conditions in a Huber order acknowledgement take precedence if inconsistent with those stated below.
2. **PRICING:** Unless otherwise stated therein, prices quoted are valid for acceptance within 60 days of the date Huber's proposal. If purchaser causes or requests delays in manufacture or shipment beyond 6 months from acceptance of purchase order, Huber shall have the right to price increase based on any actual escalation in labor, material, overhead, and component costs. Huber also reserves the right to charge purchaser for any reasonable storage costs caused by such delays.
3. **PAYMENT TERMS:** Huber will extend credit to Purchaser and accept payment of the full net invoice within 30 days of receipt by Purchaser, subject to a satisfactory credit check and approval by the Huber Credit Department. Should any investigation reveal grounds for insecurity of payment at any time, Huber reserves the right to demand payment terms which adequately assure Huber of Purchaser's expected payment or to withhold shipment until such terms are reached or payment is received. Late payments shall be subject to a 1.5% per month finance charge.
4. **RETAINAGE:** Retainage, in any case, is limited to 10% of the contract value and is due upon completion of the terms of the contract.
5. **TAXES:** Purchaser shall pay directly or reimburse Huber for payment of any and all applicable sales, use, excise or other taxes. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any tax, and shall indemnify, defend, and hold Huber harmless from any loss, cost or expense related to exemptions.
6. **SHIPPING:** All equipment and components will ordinarily be shipped in one lot by the lowest cost method at the discretion of Huber. Additional shipments requested by Purchaser shall be subject to additional shipping and handling charges. All shipments shall be Delivered Duty Paid (DDP) to the jobsite. Delivery by the freight carrier to the Purchaser shall transfer to Purchaser the risk of loss or damage and the risk of meeting Purchaser's project schedule.
7. **DELIVERY DATES:** All delivery dates are approximate and subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond Huber's control, including unusual weather conditions, acts of God or government, accidents, labor dispute (including lockouts), or damage or breakdown at Huber plant. Huber will use its best efforts to meet promised delivery dates, but under no circumstances shall Huber be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Purchaser will notify Huber within 30 days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of 6 months after order acceptance and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.
8. **GOODS ACCEPTANCE:** It is Huber's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of two weeks from delivery date. If a written report is not submitted to Huber within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, and is duly accepted by the Purchaser.
9. **FIELD SERVICE:** "Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that Huber Field Service representatives shall

make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Huber, nor are its Field Service representatives authorized to bind Huber with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by Huber. This paragraph shall apply to any and all initial and subsequent Field Service provided by Huber relating to the equipment sold to the Customer. Any field service work performed at site after expiration of the initial warranty period is warranted for 60 days after the work has been completed.

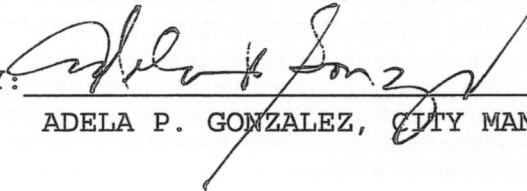
10. **CANCELLATIONS:** Purchaser may not cancel or terminate its order without the written consent of Huber and payment of Huber's associated costs, effort expended, and loss of anticipated profit.
11. **GOVERNMENT STANDARDS:** Huber's equipment will be designed and manufactured to comply with federal government occupational safety, noise, sanitation and health standards. The purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by Huber in its proposal.
12. **LIMITED WARRANTY:** Huber warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first. Huber will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that Huber is notified promptly in writing of any claimed defect. If requested by Huber, any such defective part or component shall be returned to Huber, freight prepaid. Huber will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Huber. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by Huber in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of Huber. For any billable repairs completed outside of the initial warranty period, a 60 day guarantee on work performed and parts supplied will apply.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHERS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

13. **EXCLUSIVE REMEDIES:** Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by Huber of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Huber, or refund of 80% of the purchase price if the equipment cannot be repaired or replaced. This remedy excludes any other consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of Huber equipment, such as crane rental, structural alteration, or demolition, which are necessitated by factors over which Huber has no control such as building design or configuration.
14. **LIMITATION OF LIABILITIES:** Huber shall not be liable in contract, tort or otherwise any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re-installation costs, or governmental fines or penalties arising out of failure of its equipment to perform or be free from defects, late shipment, errors or omissions in Field Service or any other breach or failure to perform whatsoever. Under no circumstances shall Huber's total liability of any type exceed 10% of the purchase price.
15. **INDEMNIFICATION:** Huber shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the sole fault or neglect of Huber in the design or manufacture of its equipment, or for damages for patent infringement arising solely out of equipment or components designed and supplied by Huber. This indemnity obligation shall be void unless Purchaser provides prompt written notice to Huber of any occurrence which may require indemnification. Purchaser permits Huber to assume the defense and settlement of any claim, suit or demand, and Purchaser shall cooperate in all respects with Huber in defense and settlement.

16. **TITLE:** Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with Huber until the full purchase price is paid by Purchaser. Until such time, Huber may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of Huber Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by Huber to maintain Huber's rights in, and title to such equipment.
17. **GOVERNING LAW:** The transaction between Purchaser and Huber shall be deemed to be made under and its terms shall be governed by, construed and enforced in accordance with the laws of North Carolina without regard to its conflict of law provisions.
18. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract or its breach shall be settled by arbitration conducted in Huntersville, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
19. **ASSIGNMENT:** Purchaser shall not assign any of its rights or obligation without the express prior written consent of Huber. Such consent may be withheld, delayed or conditioned at Huber's sole discretion. The transaction between Purchaser and Huber shall not be construed to confer or create a third party beneficiary relationship with any other entity.

PURCHASE APPROVED BY:



ADELA P. GONZALEZ, CITY MANAGER

DATE: 11-09-2014