

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2022

CONSENT AGENDA
ITEM 6

Award Belt Filter Press Rehabilitation Contract

Recommended Action - **Motion** to approve and authorize Executive Director to execute a contract for Belt Filter Press rehabilitation to MTS Environmental for \$400,000, which includes \$20,000 for Owner's Allowance.

The Belt Filter Presses at the Peace River Facility were installed as part of the Regional Expansion Program (REP) and have been in continuous service for since 2010. This item covers all parts, equipment and labor for the refurbishment of both Belt Filter Presses. The manufacturer performed an inspection of the equipment and recommended a refurbishment to extend the useful life of the asset. This work will include all New O.E.M (Original Equipment Manufactured) parts supplied by Alva Laval/Ashbrook Simon-Hartley, the Original Equipment Manufacturer of the KP94 High Solids – 2.0, meter belt filter press installed at Peace River Water Treatment Plant. All labor will be Alva Laval trained personnel. MTS Environmental is Alfa Laval's sole contract representative for the state of Florida providing sales and service for all Alfa Laval's product line.

This is a sole source item. Attached is the letter from Alfa Laval stating that Alva Laval/Ashbrook Simon-Hartley is the Original Equipment Manufacturer of the KP94 High Solids – 2.0-meter belt filter press, and MTS Environmental is Alfa Laval's sole contract representative for the state of Florida for Alfa Laval's products and services.

Budget Action: No action needed. Funds for the project are budgeted in R&R

Attachments:

- Tab A Sole Source letter
- Tab B Quote for Belt Filter Press Reconditioning.

TAB A
Sole Source Letter – Belt Filter Press Rehabilitation



Peace River Manasota Regional
Water Supply Authority
8998 SW County Road 769
Arcadia, FL 34269

Attn: Andrew Greenbaum

Ref: Ashbrook Klampress Extended Type 94 High
Solids 2.0-meter BFP Rebuild

Alfa Laval Inc.
11600 East Hardy Road
Houston, TX 77093-1098
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us
www.as-h.com

Mr. Greenbaum,

Alfa Laval/Ashbrook Simon-Hartley Inc. ("Ashbrook") is the Original Equipment Manufacturer (O.E.M.) of the KP94 High Solids - 2.0-meter belt filter press installed at the Peace River Manasota Regional Water Supply Authority Water Treatment Plant, and is the sole source authorized provider for all O.E.M. parts and bearing housing assemblies. Also, MTS Environmental is Alfa Laval's sole contact representative for the State of Florida selling Alfa Laval's products/services.

Thank you for this opportunity, and if you have any questions, please do not hesitate to call me at 713-906-0505 or contact Wade Wood, P.E. (MTS Environmental) at 321-299-2395.

Sincerely,
Mark Schlitzkus

Mark Schlitzkus

SE Parts/Service Regional Manager

Alfa Laval Inc.

Cc: Wade Wood, P.E./MTS Environmental.
Mark Schlitzkus / Alfa Laval Inc.



TAB B
Quote for Belt Filter Press Reconditioning

May 9, 2022



Peace River Manasota Regional Water Supply
Authority
8998 SW County Road 769
Arcadia, FL 34269

Attn: Tim Grannell

Reference: Klampress Reconditioning Proposal
(1) Klampress ExtendedType 94 High
Solids 2.0 Meter
Alfa Laval Quote #071034A-MS Rev-2

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Mr. Grannell,

Alfa Laval Inc. is pleased to offer its budget proposal on new upgrade replacement parts and machine reconditioning for the above referenced locations. Alfa Laval's experience in designing and building new belt filter presses and repairing/rebuilding earlier model belt filter presses can only enhance our position in offering the services and parts needed to provide additional years of service to your Alfa Laval Klampress.

Alfa Laval started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses as an alternative to purchasing new replacement equipment. For over twenty years Alfa Laval has completed rebuild projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

All parts supplied by Alfa Laval, for reconditioning the Klampress, shall meet Alfa Laval's latest O.E.M. design standards. All parts will be made to Alfa Laval's standard level of ISO9001:2015 quality procedures. All labor shall be performed by qualified Alfa Laval trained service technicians who are experienced in the disassembly/reassembly of the Klampress.

Scope of Supply:

Site reconditioning of one (1) Klampress Extended Type 94HS 2.0 meter belt press at each customer's jobsite. Alfa Laval's scope for reconditioning the Klampress includes using only new O.E.M. (Original Equipment Manufacturer) parts, site installation labor and inbound freight charges, as detailed below.

Project shall consist of one trip, per machine, for 12-14 days working extended work days (10-12 hours per day) including weekend work.

Klampsess Reconditioning:

QUANTITY

DESCRIPTION

- (1) Alfa Laval to provide a complete set of new 75mm stub shaft rollers, including 8-roller pressure section retrofit, consisting of the following:
- (5) 8 5/8" Plain rollers (steering/guide/tension) – 316 stainless steel clad
 - (5) 12 3/4" Plain pressure rollers - 316 stainless steel clad
 - (4) 11" Plain pressure rollers - 316 stainless steel clad
 - (1) 14" Plain pressure rollers - 316 stainless steel clad
 - (2) 11 1/4" Drive rollers – Rubber Coated
 - (1) 16" Perforated pressure roller – 316 stainless steel
- Drive roller shall be coated with 1/4" EPDM rubber. All other plain rollers 316 stainless steel clad.
- (36) New Alfa Laval 75mm bearing housing assemblies. Bearing assemblies consist of new 316 stainless steel cast bearing housings, new triple labyrinth seal, new bearing with steel bronze machined cage, new snap rings, new splash guards and new 316 stainless steel hardware. Greasing intervals every 6 months.
- (1) Lot New 316 stainless steel spray showers (washtubes) with new mounting blocks fabricated from ultra-high molecular weight polyethylene (UHMWPE).
- (1) Lot New mounting brackets for upper and lower washboxes. Brackets fabricated from A-36 carbon steel and hot-dip galvanized.
- (1) Lot New press mount hydraulic system components consisting of the following:
- New fiberglass tensioning and steering cylinders
 - New 316 stainless steel steering valve/paddle assemblies
 - New hydraulic pump/motor assembly
 - New hydraulic spin-on filter assembly
 - New 2-gallon 316 stainless steel hydraulic reservoir
 - New 316 stainless steel hydraulic hoses
 - New hydraulic manifold assembly complete with pressure switches and press gauges
- (1) Lot New electrical switches consisting of the following:
- New belt misalignment proximity switches
 - New belt breakage proximity switches
 - New no cake proximity switch
 - New emergency stop trip cord switch
 - New high sludge level switch
- (2) New shaft mounted drive unit (Eurodrive FA97 3 hp).

QUANTITY

DESCRIPTION

- (1) New wedge plate assembly with nylon coated wedge plate, galvanized carbon steel torque arms, and 316 stainless steel hardware.
- (1) Lot New 4” x 6” 316 stainless steel mixer assembly, polymer injection ring with gaskets, splitter manifold and injection hoses. Installation by Alfa Laval.
- (1) Lot New wear parts consisting of the following:
 - New rubber seals on washboxes, gravity and wedge section sludge restrainers
 - New neoprene rubber flap on reversal roller guard
 - New UHMWPE doctor blade at tension/wedge section of machine
 - New UHMWPE doctor blades at discharge end of machine
 - New UHMWPE gravity/wedge section grid wear bars
 - New UHMWPE rolled grid wear bars
 - New UHMWPE belt guide wear plates
 - New chicane blades
- (1) Lot New dewatering filter belts
- (1) Lot Site labor for disassembly/reassembly including local fork-lift rental.
- (1) Lot Inbound freight charges. Off-loading at site by others.

Total Sell Price Per Site or for (1) one Klampress High Solids Reconditioning,: **\$195,000.00**
 Add Second Press for Rebuild/Or Two Press Rebuilds, **\$380,000.00**

F.O.B. Houston, TX with freight allowed to jobsite.
 Freight costs are included in the above sale price

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

Purchase Order to be made out to “Alfa Laval Inc.”

Note: Alfa Laval scope does not include replacing any field conduit or wiring to the Klampress.

Terms and Conditions:

Shipment of the parts be made within 16-18 weeks from receipt of Purchase Order. Invoice(s) are due after receipt of the parts on site and/or after completion of site service work. Payment terms are 100% net 45 days. Alfa Laval’s Terms and Conditions of Sale are enclosed and apply in their entirety.

Alfa Laval will warrant, unless otherwise indicated, the new parts of its own manufacturer for a period of (1) one year from date of delivery. Alfa Laval's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be so defective, provided that such part is, upon request, returned to Alfa Laval's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical reaction or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, modification or adjustment.

Customer shall be responsible for offloading of belt press parts (crates) at job site and placing crates in the work area adjacent to the Dewatering Building where work will be performed. Customer shall be responsible for disposing of all crating material and all old parts and movement of any obstructions, as needed, to gain full access to the machine (i.e. elevated catwalk, odor hood, etc.).

The quoted prices do not include any bonding, local, state or federal taxes, permits or other fees. Any bonding, taxes or fees that may apply must be added to the quoted price and paid by the buyer.

This proposal is offered for acceptance within sixty (60) days from date of quotation. Prices are subject to review thereafter. Prices are firm, based upon receipt of Letter of Intent or Purchase Order and notice to proceed within this sixty (60) day period.

We wish to thank you for the opportunity to provide this rebuild proposal. Should you have any questions, please feel free to contact the factory or Alfa Laval's Aftermarket Regional Sales Manager Mark Schlitzkus @ 713-906-0505.

Regards,

Mark Schlitzkus

Mark Schlitzkus
SE Regional Manager

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.
2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for sixty (60) days from the date of offer. Prices quoted are exclusive of taxes and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.
3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.
4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.
5. **CREDIT AND PAYMENT:** Payment terms are (45) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 45 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety-day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing, and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically:

www.alfalaval.com

(i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.