



City of Grand Island

Tuesday, March 22, 2005

Council Session

Item G7

**#2005-80- Approving Agreement with Trojan Technologies Inc. to
Furnish the Ultraviolet Disinfection Equipment**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 22, 2005

Subject: Approving Agreement with Trojan Technologies Inc. to Furnish the Ultraviolet Disinfection Equipment for the Wastewater Treatment Plant

Item #'s: G-7

Presenter(s): Steven P. Riehle, P.E., Director of Public Works

Background

On September 30, 2003, the Nebraska Department of Environmental Quality (NDEQ) issued a new National Pollutant Discharge Elimination System (NPDES) permit to the City of Grand Island's Wastewater Treatment Facility. The permit contained a compliance schedule to have disinfection in place by October 1, 2006.

On November 18, 2003 a workshop was held with CH2M Hill to develop and evaluate alternative design and equipment concepts. Two manufacturers responded to a request for proposals on February 10, 2004 to supply the ultraviolet disinfection equipment. Detailed presentations were made on March 2, 2004 by WEDECO UV Technologies and Trojan Technologies to city staff and CH2M Hill engineers. Site visits were made to Lincoln, Fremont, and Norfolk on April 24, 2004 to assess WEDECO and Trojan equipment installations. The preliminary selection of Trojan Technologies, Inc. for supply of the UV Disinfection system was made at a schematic design workshop on May 27, 2004. On September 16, 2004 a request for a firm cost and purchase agreement was made to Trojan Technologies.

Discussion

A firm cost and agreement of understanding for \$634,110.00 has been negotiated with Trojan Technologies, Inc. This agreement establishes the terms and conditions that will be executed between Trojan Technologies, Inc. the UV system supplier, and the installation contractor regarding the supply of the UV system and associated services. Furnishing of the Trojan Technologies UV equipment will be part of the bid documents, plans, and specifications that will be sent out in April 2005.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve a resolution authorizing the Mayor to sign an agreement with Trojan Technologies, Inc. as the Ultraviolet Disinfection Supplier.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign an agreement with Trojan Technologies, Inc. as the Ultraviolet Disinfection Supplier.

Sample Motion

Move to approve entering into an agreement with Trojan Technologies, Inc.

SECTION 01015
UV SYSTEM SUPPLIER AGREEMENT

THIS AGREEMENT is between the City of Grand Island (Owner) and Trojan Technologies, Inc. (UV System Supplier). The Owner and UV System Supplier, in consideration of the mutual covenants set forth herein, agree as follows:

1. **WORK**

UV System Supplier shall complete the Work as specified or indicated. The Work is described as follows:

The complete Work will provide the Owner with improvements to the existing City of Grand Island Wastewater Treatment Plant (WWTP). The WWTP is owned and operated by the Owner and is located at 3013 East Swift Road, Grand Island, Nebraska. Improvements at the WWTP include the provision of ultraviolet (UV) disinfection equipment and services to an installation contractor who will construct a new facility, install the equipment, and contract with the UV System Supplier to provide the Work.

Additional services will include certificate of proper installation, startup services, operations and maintenance manuals, and assistance to the installation contractor for installation of the equipment.

The installation contractor will enter into a separate agreement with the Owner, following a competitive bidding process. The UV System Supplier shall serve as a supplier to the installation contractor, and through contract with the installation contractor, shall be subject to the various requirements of the Contract Documents for that project. The Contract Documents will include a reproduction of this Agreement, which will serve to establish the scope of supply and price to the installation contractor. If the UV System Supplier fails to honor the scope of supply and price as stated in this Agreement, he will be in breach of this Agreement.

The following Specification sections are attached to this Agreement and are part of the Work:

- Section 01430, OPERATIONS AND MAINTENANCE DATA, pages 1 to 7, inclusive.
- Section 01430 SUPPLEMENT, MAINTENANCE SUMMARY FORM, pages 1 to 2, inclusive.
- Section 01640, MANUFACTURER'S SERVICES, pages 1 to 4, inclusive.
- Section 01640 SUPPLEMENT, FORMS: MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION, one page.

- Section 11737, ULTRAVIOLET (UV) LIGHT DISINFECTION EQUIPMENT, pages 1 to 23. Excludes Part 3.1, INSTALLATION.
- Section 11737 SUPPLEMENT, WARRANTY BOND, pages 1 to 2, inclusive.
- Section 11737 SUPPLEMENT, O&M COST GUARANTEE, pages 1 to 2, inclusive.

In addition, a document entitled "Scope of Supply", developed by the UV System Supplier, is attached to this Agreement. This document reflects the UV System Supplier's understanding of the work covered under this Agreement, and establishes the terms and conditions for the agreement that will be executed between the UV System Supplier and the installation contractor regarding the supply of the UV system and associated services. This "Scope of Supply" document does not constitute an official part of the Agreement with the Owner. It instead serves solely as information for the bidding contractors on the installation project, to be reproduced along with the rest of the Agreement in the Contract Documents for that project. In any disagreement between the Scope of Supply and either this Agreement or the Contract Documents for the installation project, the latter two documents shall take precedence.

2. CONTRACT TIMES

The Work, including delivery of the equipment, must accommodate the following anticipated schedule for the installation contractor.

CONTRACT SCHEDULE

Grand Island UV Disinfection Project

Milestone	Duration	Required Work by UV System Supplier
Installation contractor bid opening.	Varies between March 2005 and July 2005.	Accept a signed purchase order from the installation contractor for the Work as described herein. The installation contractor will coordinate the Work by the UV System Supplier.
Construction of the UV Disinfection Facility (by installation contractor).	Start may vary between May 2005 and September 2005. End date will occur no later than September 30, 2006.	Complete the Work as described. Supply equipment and Work as required under the direction of the installation contractor.
System warranty	Begins at Substantial Completion and continues for a period of 2 calendar years.	Warranty service as necessary and as defined in the Specifications attached to this Agreement.
Operations and maintenance cost guarantees.	Ends October 31, 2008.	Provide equipment and replacement parts when requested by the City. Bill in accordance with the fixed prices.

CONTRACT SCHEDULE
Grand Island UV Disinfection Project

Milestone	Duration	Required Work by UV System Supplier
Operations and maintenance cost guarantees extended term.	Ends October 31, 2011.	Provide equipment and replacement parts when requested by the City. Bill in accordance with the extended term prices.

3. **COST OF THE WORK**

The UV System Supplier agrees to supply the Work to the installation contractor in the amount as follows:

UNIT PRICES FOR PARTS

UV System Supplier agrees to provide replacement parts at the unit prices listed below for the period from the beginning of the warranty period through October 31, 2008. For the period from October 31, 2008 through October 31, 2011, the UV System Supplier agrees to provide parts at the unit prices listed below, as inflated by the increase in U.S. Consumer Price Index from October 31, 2008 to the time at which the parts order is received by the UV System Supplier. It is expressly understood that the unit prices are independent of the exact quantities involved at the time of purchase.

UNIT PRICES FOR OPERATIONS AND MAINTENANCE COST GUARANTEE		
Grand Island UV Disinfection Project		
Item	Unit	Unit Price
Lamp, upon returned of used lamps	Each	\$150.00
Ballast	Each	\$390.00
Intensity Sensor (Calibrated Replacement)	Each	\$1,590.00
Recalibration of Intensity Sensor	Each	Not Required
Quartz Sleeve	Each	\$60.00
Wiper Seal	Each	\$18.00

LUMP SUM FOR WORK INCLUDED

UV System Supplier will furnish the Work in accordance with the Agreement for the following price:

Six hundred thirty-four thousand, one hundred and ten Dollars

(in Words)

and **zero** Cents **\$ 634,110.00**

(in Words)

(Figures)

4. UV SYSTEM SUPPLIER'S REPRESENTATIONS

In order to induce the Owner to enter into this Agreement, UV System Supplier's representations are set forth as follows:

The UV System Supplier has examined and carefully studied the Agreement and other related data identified herein.

If, in the UV System Supplier's judgment, any local condition may affect cost or schedule, the UV System Supplier shall visit the project site and become satisfied that the total cost can accommodate the local conditions.

UV System Supplier is familiar and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and furnishing of the Work.

UV System Supplier has given written notice of all conflicts, errors, ambiguities, or discrepancies that UV System Supplier has discovered in the Agreement, and written resolution thereof by the Owner is acceptable to the UV System Supplier.

The Agreement and related data are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Work.

5. MISCELLANEOUS

This Agreement is to be governed by the law of the State of Nebraska, United States of America.

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the parties sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty or responsibility under the Agreement.

Successors and Assigns: Owner and UV System Supplier each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Agreement.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and UV System Supplier. The Agreement shall be reformed to replace such stricken provision or part thereof and a valid enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Except as may be otherwise specifically stated in the Agreement, the provisions of the Agreement shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and any purchase order, standard specification, code or instruction. It shall also have precedence for any laws or regulations applicable, unless such an interpretation would result in a violation of such law or regulation.

There are no agreements other than this Agreement and those attachments listed above. This Agreement may only be amended or supplemented with a written document signed by both the UV System Supplier and the Owner.

IN WITNESS WHEREOF, Owner and UV System Supplier have signed this Agreement in triplicate. One counterpoint each has been delivered to the Owner, UV System Supplier, and Engineer. All portions of the Agreement have been signed or identified by the Owner and UV System Supplier.

This Agreement will be effective on February 9, 2005
(date)

City of Grand Island (Owner):

By:

(Jay Vavricek, Mayor)

UV System Supplier:

Trojan Technologies Inc.

By:



Jan van der Woerd, VP-- Sales & Service

(Corporate Seal)

Date:

Attest:

(RaNae Edwards, City Clerk)

Date:

Attest:

FEBRUARY 9, 2005



Approved as to form:

Date: 3-8-05


(City Attorney)

Address for giving notices:

100 East First Street

P.O. Box 1968

Grand Island, NE 68802

Address for giving notices:

3020 Gore Road

London, Ontario Canada

N5V 4T7

License No. _____

Agent for service of process:

*(If UV System Supplier is a corporation,
attach evidence of authority to sign.)*

END OF AGREEMENT

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Grand Island UV Disinfection Project		
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Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and UV System Supplier. The Agreement shall be reformed to replace such stricken provision or part thereof and a valid enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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There are no agreements other than this Agreement and those attachments listed above. This Agreement may only be amended or supplemented with a written document signed by both the UV System Supplier and the Owner.

IN WITNESS WHEREOF, Owner and UV System Supplier have signed this Agreement in triplicate. One counterpoint each has been delivered to the Owner, UV System Supplier, and Engineer. All portions of the Agreement have been signed or identified by the Owner and UV System Supplier.

This Agreement will be effective on February 9, 2005.
(date)

City of Grand Island (Owner):

UV System Supplier:

Trojan Technologies inc.

By:

By: (original signed by Jan van der
Woerd, VP – Sales and Service)

(Jay Vavricek, Mayor)

(Corporate Seal)

Date:

Date: *February 9, 2005*

Attest: _____

Attest: _____

(RaNae Edwards, City Clerk)

Approved as to form:

Date: _____

(City Attorney)

Address for giving notices:

100 East First Street

P.O. Box 1968

Grand Island, NE 68802

Address for giving notices:

License No.

Agent for service of process:

*(If UV System Supplier is a corporation,
attach evidence of authority to sign.)*

END OF AGREEMENT

UV SYSTEM SUPPLIER'S SCOPE OF SUPPLY

[to be included later]

RESOLUTION 2005-80

WHEREAS, on September 30, 2003 the Nebraska Department of Environmental Quality issues a new National Pollutant Discharge Elimination System permit for the City's Wastewater Treatment Plant; and

WHEREAS, on February 10, 2004, proposals were received from two manufacturers to supply the ultraviolet disinfection equipment; and

WHEREAS, site visits were made to assess the equipment installations of both companies providing proposals; and

WHEREAS, it is recommended that Trojan Technologies, Inc. of London, Ontario, Canada, provide the ultraviolet disinfection system at a cost of \$634,111.00; and

WHEREAS, a proposed agreement between the City and Trojan Technologies, Inc. for such ultraviolet disinfection system has been reviewed and approved by the City Attorney's office; and

WHEREAS, a separate contractor will be sought to install the ultraviolet disinfection system according to terms and conditions set out in such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City is hereby authorized to enter into an agreement with Trojan Technologies, Inc. in the amount of \$634,110.00 to supply an ultraviolet disinfection system for use at the Wastewater Treatment Plant.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute an agreement for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 17, 2005	☐ City Attorney