



Date of Council Meeting: January 8, 2013

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: Awarding a contract to refurbish sludge collector equipment in secondary clarifiers A and B at the Water Pollution Control Facility.

Staff Contact: Amy Wyks, Director of Utilities
Ed Rockholt, Utility Plant Manager, Water Pollution Control

Recommendation: Awarding a construction contract to AMWELL Inc. for refurbishment of sludge collector equipment at the Water Pollution Control Facility in the amount of \$107,300.00 to install equipment, inspect clarifiers and provide spare parts.

Fiscal Impact: This is a fully funded project from the fiscal year 2013 Capital Asset Replacement Fund (3R Reserve Fund). Not additional funds are needed.

Issue: Should Town Council award a construction contract for refurbishment of sludge collector equipment at the Water Pollution Control Facility?

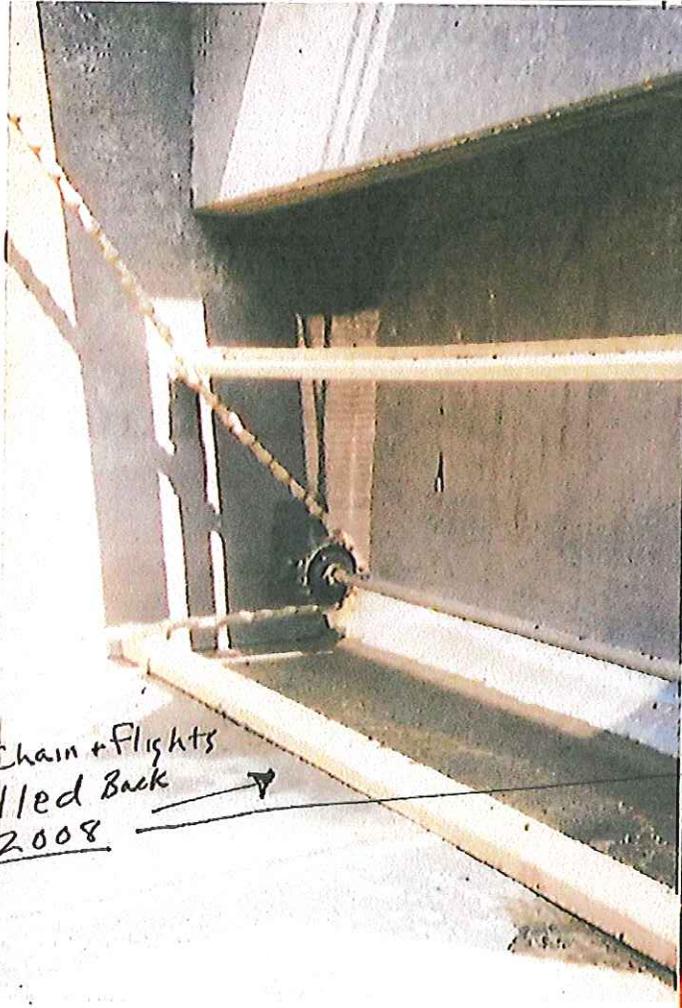
Background: Sludge collection equipment at the Water Pollution Control Facility includes Secondary Clarifiers 'A' and 'B' which were placed in service in 1994. Over the last the eighteen years, the equipment has primarily been maintained by Town staff from the Utilities Department. During the facility expansion in 2008, many spare parts were used to fix the old pieces that were broken during contractor modifications. The replacement of this equipment had been previously anticipated as part of the Repair, Replace, and Renovation (3R) program for the Utility Department in Fiscal Years 2012 and 2013 totaling \$300,000.

Attachment (1) Photographs and Amwell Inc. Proposal

5.1.4 SECONDARY CLARIFIER

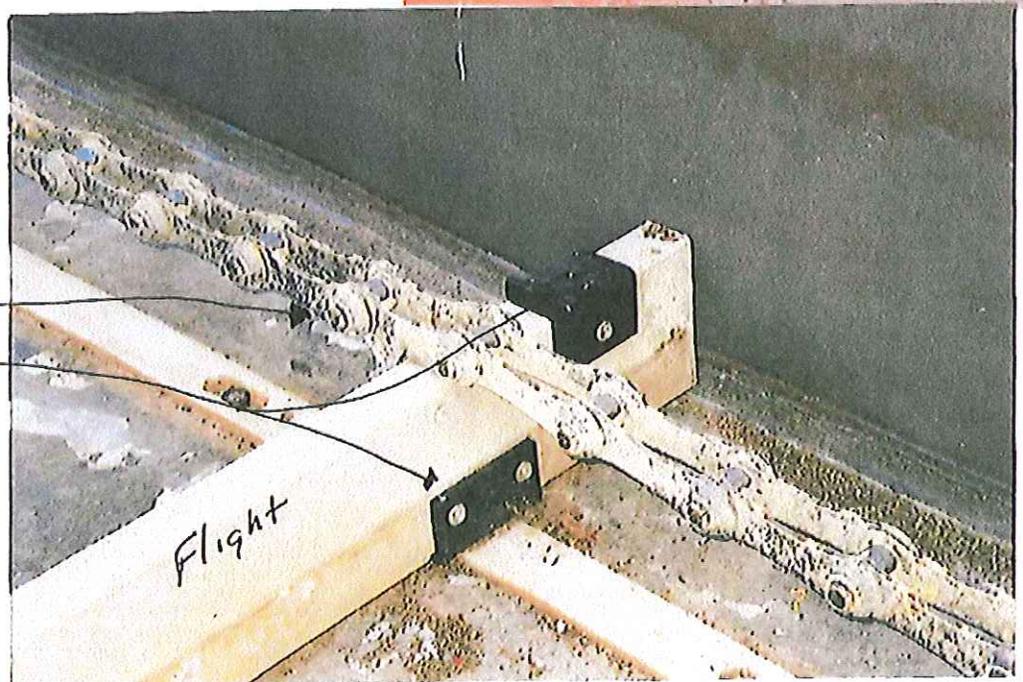
Four secondary clarifiers use gravity to separate suspended particles from the water. This is the last step in the secondary treatment process where the goal is to reduce the CBOD₅ and TSS content of the process influent. The secondary clarifiers are large rectangular tanks that break the force of the influent flow and provide the detention time necessary to create the quiescent conditions necessary for floc particles to settle. The majority of the settled solids, called secondary sludge or activated sludge is recycled back to the BNR reactor basins as RAS. A controlled portion of the RAS is separated from the secondary treatment system and directed to the gravity belt thickener as waste activated sludge or WAS.

Old Chain + Flights
Installed Back
in 2008



Put Back in Service
2008

Same old Flights
and Chains
New Shoes

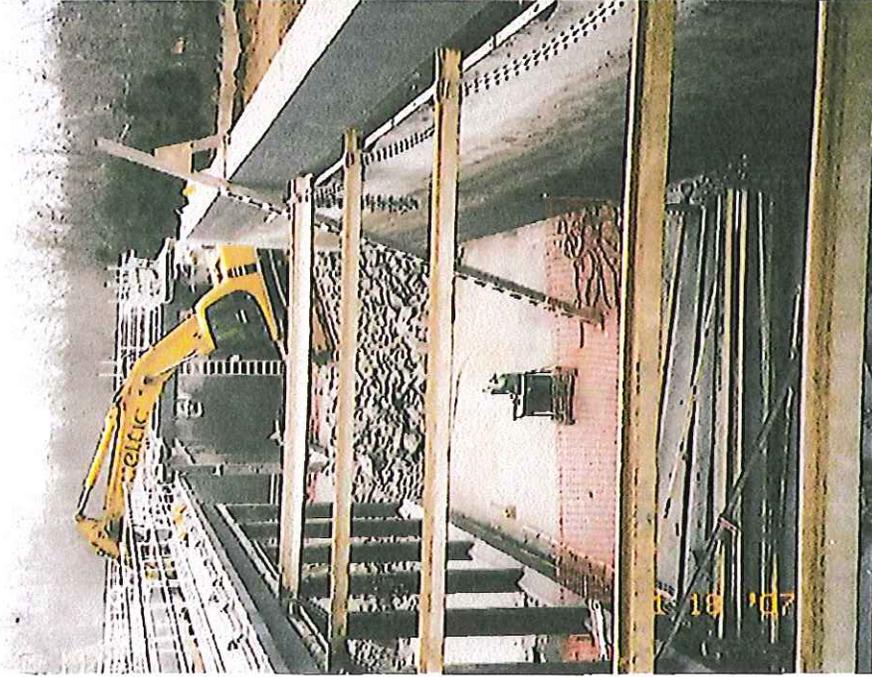


Original Chain + Flight reinstalled after modification 2008.

- Originally installed in 1994

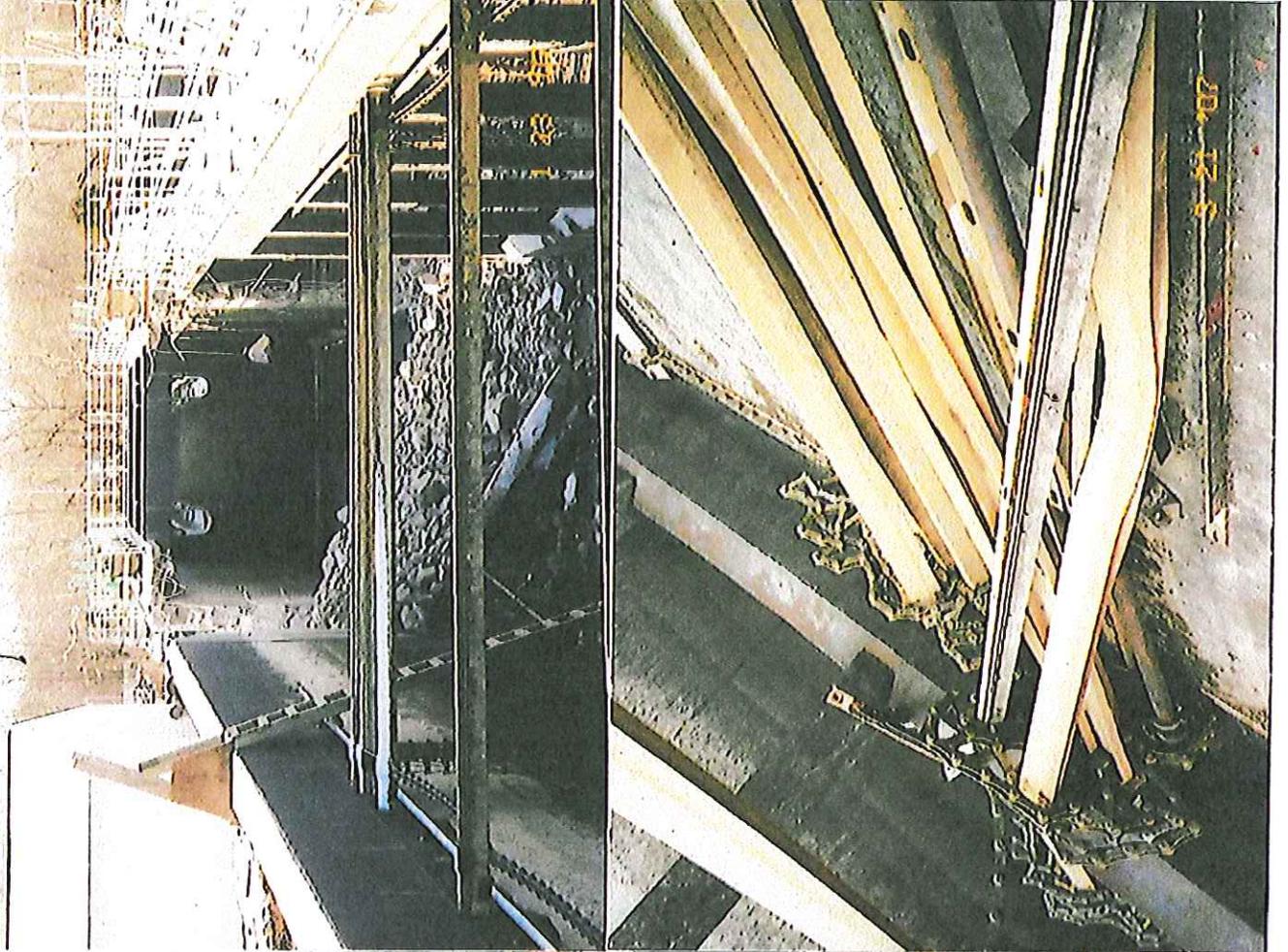
- Modification Work Done on
A + B Secondary's in 2007

Secondary A: 2007



Flights + Chairs in piled up →
on floor.

Secondary B: 2007



PROPOSAL

Reference Project: LEESBURG, VA. WPCF

Date: 10/31/2012

Proposal To: Town of Leesburg
Mr. Charles E. Rockholt
Plant Manager, WPCD

Equipment: We are pleased to submit this proposal as our offer to sell equipment per the Items listed and as detailed on the following pages:

<u>Amwell Item</u>	<u>Section</u>	<u>Qty</u>	<u>Description</u>
A & B	None	As shown	Parts for Secondary Collectors

Pricing Summary: Listed on each individual scope page is a price or prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. point of manufacture with freight prepaid via truck to Leesburg, VA. exclusive of any taxes.

Time of Acceptance: This offer to sell is subject to receipt of your purchase order on or before 12/15/12. The number of this proposal must be referenced in the Buyer's purchase order. The prices quoted in this proposal are based upon and subject to Buyer's acceptance of the Terms and Conditions of Sale attached to this proposal. AMWELL, a Division of McNish Corporation (AMWELL), reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless AMWELL's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Buyer and approval by AMWELL as provided for in the Terms and Conditions of Sale.

Terms of Payment: 100% net 30 days on shipment or offer of shipment.

Past due invoices will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment. AMWELL prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Buyer. Our offering does not include bonds of any kind which the Buyer may require.

Price Adjustments: Due to continuing escalation in the cost of materials used by AMWELL to manufacture its products, the prices quoted are subject to escalation after AMWELL's receipt of Buyer's order through the date AMWELL is first able to purchase the materials required to manufacture the goods being sold to Buyer hereunder. Price increases based on escalation shall be determined by the applicable material indexes.

Increases in costs incurred by AMWELL from third party vendors and/or fabricators that exceed 2% of the cost used by AMWELL to determine the price quoted to Buyer for items not manufactured by AMWELL or for fabrication work performed with respect to the goods purchased by AMWELL shall be passed through to Buyer based upon the actual price increase made by such third party.

AMWELL, in its sole discretion, shall determine whether to make price adjustments based on escalation or Third party price increases. In either event, AMWELL shall give Buyer written notice of all price adjustments made pursuant to the foregoing provision. If Buyer does not agree to accept such price adjustments, AMWELL reserves the right to cancel this order, in which event AMWELL shall have no further obligation or liability to Buyer; provided, however, that Buyer shall be liable to AMWELL for the agreed upon purchase price for any goods or services received by Buyer from AMWELL prior to such cancellation.

Terms And Conditions of Sale: Please refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

Field Service: Our prices include the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or instruction of plant personnel as noted below. Refer to the attached General Items regarding our Terms of Field Service.

<u>Item</u>	<u>Numbers of Trips to Site</u>	<u>Number of Days</u>
A & B	None Incl.	None Incl.

NOTE: Field services are available at current per diem rate plus travel and living expenses.

Submittal Drawings: (4) for owners acceptance, allow 2-3 weeks

Shipment: 8-10 weeks after receipt of owners acceptance.

O & M manual: (4) parts drawings only

PROJECT: LEESBURG, VA. WPCF

AMWELL BID ITEM 'A'

Two (2) Sets of replacement parts for each of two existing secondary basins, 4-shaft, 19'-6" w X 105'-0" lg.

EACH SET SUPPLIED WITH THE FOLLOWING COMPONENTS:

- (2) Drive sprocket, 10-tooth, 8.44" pd, bore for 2-7/16" shaft. (see note below)
- (2) Driven sprocket rims only, for 40-tooth, 33.24" pd, (see note below)
- (2) Drive chains, NH-78 x 20'-0"
- (2) Drive chain self adjusting take-ups, Floateusioner type. (see note below)
- (4) Headshaft sprockets, 23-tooth, 22.21"pd, split const., chain saver rims, UHMW-PE, bore 3-7/16", 7/8" x 7/16" kwy. 3/4" set screw, LTB 5". (see note below)
- (4) Lower front Idler sprocket, 17-tooth, 16.59"pd, split const., UHMW-PE, with split sleeves for mounting to existing 3-7/16" dia. shaft.
- (8) Idler shaft sprockets, Same as above except for mounting to existing 2-15/16" dia. shafts.
- (960') Main Collector chain, NCS720S with flight attachments for 10'-0" flight spacing. (rounded up)
- (46) 8" fiberglass flights with wearing shoes, flight adapters, 304ss assy. bolts.
- (80) 1/2" thk. x 2-5/8" wide x 10'-0"lg. UHMW-PE wear strips, return rails and floor rails with convex washer.

TOTAL DELIVERED PRICE:

Parts for (2) Collectors	\$ 35,550.00
Parts for (4) Collectors	\$ 64,325.00

NOTES:

- customer to furnish bolt pattern of existing 10-tooth drive sprocket or send sample to office.
- customer to furnish bolt patter of existing 40-tooth driven sprocket or send sample to office.
- offering a self adjusting drive chain take-up assembly in lieu of existing sprocket/plate design.
- headshaft sprockets are bored and keyway to machine standards for shaft size. steel keys are not included.
- chain is shipped in 9.5 ft. coils, attachment loose for field mounting.

PROJECT: LEESBURG, VA. WPCF

AMWELL BID ITEM 'B'

Two (2) Sets of replacement parts for each of two existing secondary basins, 3-shaft, 19'-6" w X 55'-0" lg.

EACH SET SUPPLIED WITH THE FOLLOWING COMPONENTS:

- (2) Drive sprocket, 10-tooth, 8.44" pd, bore for 2-7/16" shaft. (see note below)
- (2) Driven sprocket rims only, for 40-tooth, 33.24" pd, (see note below)
- (2) Drive chains, NH-78 x 20'-0"
- (2) Drive chain self adjusting take-ups, Floatensioner type. (see note below)
- (4) Headshaft sprockets, 23-tooth, 22.21"pd, split const., chain saver rims, UHMW-PE, bore 3-7/16", 7/8" x 7/16" kwy, 3/4" set screw, LTB 5". (see note below)
- (8) Idler sprockets, 17-tooth, 16.59"pd, split const., UHMW-PE, with split sleeves for mounting to existing 2-15/16" dia. shafts.
- (460') Main Collector chain, NCS720S with flight attachments for 10'-0" flight spacing. (rounded up)
- (23) 8" fiberglass flights with wearing shoes, flight adapters, 304ss assy. bolts.
- (34) 1/2" thk. x 2-5/8" wide x 10'-0"lg. UHMW-PE wear strips, return rails and floor rails with convex washer.

TOTAL DELIVERED PRICE: Parts for (2) Collectors \$ 24,700.00
Parts for (4) Collectors \$ 42,975.00

NOTES:

- customer to furnish bolt pattern of existing 10-tooth drive sprocket or send sample to office.
- customer to furnish bolt patter of existing 40-tooth driven sprocket or send sample to office.
- offering a self adjusting drive chain take-up assembly in lieu of existing sprocket/plate design.
- headshaft sprockets are bored and keyway to machine standards for shaft size. steel keys are not included.
- main 6" collector chain is shipped in 9.5 ft. coils, (19 links each) attachment loose for field mounting.

AMWELL®
A Division of McNish Corporation
GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by AMWELL will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Buyer will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

PAINTING: Evaluation of Dry Coating Thickness complies with the requirements of Industry Standard SSPC-PA2, "PAINT APPLICATION SPECIFICATION NO. 2 MEASUREMENT OF DRY COATING THICKNESS WITH MAGNETIC GAGES."

PRIOR TO FIELD SANDBLASTING, THE PAINTING CONTRACTOR SHALL PROTECT ALL GEARS, MOTORS, DRIVES, MIXERS, SHAFTING, ELECTRICAL CONTROLS AND MISCELLANEOUS ITEMS OF EQUIPMENT THAT COULD BE DAMAGED BY SANDBLASTING OR ENTRY OF SAND.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Buyer should check the goods received against the tally on the PACKING LIST provided by AMWELL. If any items are missing, an appropriate notation should be made on the shipping papers and AMWELL should be notified immediately. Shipments for which no shortages are reported to AMWELL within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. AMWELL will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. AMWELL will provide General installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

FIELD SERVICE: Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation.

In order to assure the availability of servicemen, a minimum of four- (4) weeks advance notice will be required to schedule service requests. In most cases, this will enable us to schedule service when requested by Buyer. If less than four (4) weeks notice is given, we cannot guarantee availability when requested, and also may result in premium charges to Buyer's account.

In the event we arrive when requested, and the jobsite is not ready for the service, we will deduct the days/trips from the allotted time included in the scope, or invoice the Buyer at the per diem rate plus actual travel expenses.

At the request of the Buyer, we will furnish additional service of a field service representative at \$1,000 per diem plus actual travel, housing, and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,200 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal.

The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON EQUIPMENT BRIDGE, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

STANDARD EQUIPMENT NOTE: AMWELL IS FURNISHING ITS STANDARD EQUIPMENT IN ACCORDANCE WITH ITS OWN ENGINEERING AND MANUFACTURING STANDARDS AS OUTLINED IN THIS OFFER TO SELL AND AS WILL BE COVERED BY FINAL APPROVED DRAWINGS, THE EQUIPMENT MAY NOT BE IN STRICT COMPLIANCE WITH THE ENGINEER'S/OWNER'S PLANS, SPECIFICATIONS OR ADDENDA AS COMPONENTS OR DESIGN DETAILS MAY DIFFER SLIGHTLY FROM THOSE SPECIFIED OF ANOTHER MANUFACTURER BUT WILL, HOWEVER, MEET THE FUNCTIONAL INTENTIONS OF THE MECHANICAL SPECIFICATIONS.

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GENERAL ITEMS
(Continued)

If this proposal includes an offer for AMWELL to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lift, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist AMWELL with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- The field inspection services will be performed to generally accepted industry professional standards and AMWELL will use ordinary skill in providing field inspection services.*
- The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- The Customer shall completely drain and clean all tanks, structures and access areas prior to AMWELL providing field inspection services.*
- The Customer shall understand that AMWELL personnel are not corrosion experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by AMWELL personnel and shall take complete responsibility as to the use of the information provided by the AMWELL personnel and the information contained within the AMWELL field inspection report, which will be provided by AMWELL to the Customer.*
- AMWELL makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

TERMS AND CONDITIONS OF SALE

1. **Acceptance of Orders.** All orders received by AMWELL, a Division of McNish Corporation ("Seller") from a buyer ("Buyer") constitutes acceptance of Seller's Proposal and these Terms and Conditions of Sale. All purchase orders received by Seller are subject to Seller's approval of Buyer's credit and are contingent upon Seller's receipt of written approval of equipment submittals or written waiver thereof. Seller is neither a party to, nor bound by, the terms of any contract or agreements between Buyer and any other party.
2. **Shipment and Delivery.** The shipping schedule set forth in Seller's proposal is based upon Seller's knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller should not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
3. **F.O.B. Point and Title.** Seller's delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
4. **Payment.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys' fees, which are incurred by Seller to collect any past due accounts.
5. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.
6. **Warranty.** Seller warrants all goods that it manufactures in accordance with the terms of Seller's Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the "Warranty"). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer's obligations under its contract with Seller.
7. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer's behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
8. **Backcharges.** No backcharges or delay in payment for goods or services furnished by Seller shall be made by Buyer without Seller's advance written approval. If Buyer assesses backcharges against Seller that are not approved in advance by Seller, Buyer shall be in breach of its contract with Seller, and Seller shall have no further obligation to continue performing any further work or service for Buyer.
9. **Changes, Delays and Unusual Costs.** If Buyer requests any changes in schedule that are later than those proposed herein, or causes changes to be made in design or construction of the products, or if the Buyer delays the progress of work covered by the quotation, the contract price will be adjusted to cover any increase or decrease in costs plus overhead and profit including but not limited to escalation, storage, re-painting, insurance, etc.
10. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.
11. **Indemnification.** AMWELL will indemnify Buyer against direct damages caused by Seller's sole fault, provided, however, that Seller's maximum liability to Buyer for any such direct damages shall not exceed the purchase price of the goods sold to Buyer. Seller shall have no liability to Buyer for liquidated, consequential, incidental, or indirect loss or damages of any kind whatsoever, including loss of profits, which arise or are alleged to arise from Seller's furnishing of goods or services to Buyer. Notwithstanding anything to the contrary contained herein, Seller shall have no liability to Buyer for direct or indirect damages arising from delays in delivery. Seller's liability for warranty claims is only as set forth in Seller's Warranty. The parties acknowledge that without the limitation of Seller's liability, as provided herein, the sale of the goods to Buyer would not be economically feasible.
12. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.

13. **Disclosure.** Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to Seller's Proposal and these Terms and Conditions of Sale may include goods or services provided by another division of McNish Corporation.

14. **Entire Agreement.** Seller's Proposal, including these Terms and Conditions of Sale, constitute the entire agreement between Seller and Buyer, and supersede all prior agreements, whether oral or written, between Seller and Buyer with respect to the subject matter hereof. If any provision of these Terms and Conditions of Sale is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof. Any assignment by Buyer, or any changes or modifications to Seller's Proposal and these Terms and Conditions of Sale, will be effective as to Seller only if written consent is first obtained from an authorized employee of Seller. This Agreement shall be binding upon, and inure to the benefit of Seller and Buyer and their respective successors, assigns, heirs and legal representatives.

SELLER:

AMWELL,
Division of McNish Corporation

LOCAL SALES REPRESENTATIVE

Dominion Ecological Services, Inc.
Mr. Steven W. Broderick
540.885.4207

Michael P. Mahon

ACCEPTED BY BUYER:

Name of Company: _____

By: _____

Name/Title: _____

Date: _____

MECHANICAL WARRANTY

AMWELL®, a Division of McNish Corporation ("Seller") warrants that all goods of its manufacture (the "Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

Buyer must promptly notify Seller, in writing, of any defect in materials or workmanship discovered by Buyer during the Warranty Period. Seller may, at its option, require Buyer to return any Goods to Seller's plant for repair or Seller may elect to replace the Goods, and Buyer shall be solely responsible for payment of all costs and expenses relating to the removal, transportation and reinstallation of the Goods so repaired or replaced. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, is: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture.

This Mechanical Warranty does not apply to goods or parts which are not manufactured by Seller, and the warranty, if any, provided by the original manufacturer shall apply to such Goods or part.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.

PRESENTED January 8, 2013

RESOLUTION NO. 2013-

ADOPTED _____

A RESOLUTION: AWARDING A CONTRACT TO REFURBISH SLUDGE COLLECTOR EQUIPMENT FOR THE WATER POLLUTION CONTROL FACILITY IN THE AMOUNT OF \$107,300.00 TO AMWELL INC.

WHEREAS, the sludge collector replacement project is a fully funded capital asset replacement project; and

WHEREAS, this contract award is for replacement equipment in secondary clarifiers A and B; and

WHEREAS, AMWELL , Inc. is the sole sourced vendor to match existing equipment approved by the Town's Chief Procurement Officer; and

WHEREAS, this contract is subject to cost escalations of materials used in manufacturing.

THEREFORE, RESOLVED by the Council of the Town of Leesburg in Virginia that the Town Manager is authorized to execute a contract, in a form approved by the Town Attorney, with AMWELL in the amount of \$107,300.00 for the sludge collector replacement equipment.

PASSED this ___ day of January, 2013.

Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council