



Date of Council Work Session: September 22, 2015

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: Refurbishment of the sand filter facility and equipment at the Water Pollution Control Facility.

Staff Contact: Amy Wyks, Director of Utilities

Council Action Requested: Approval of a contract between the Town of Leesburg and Aqua-Aerobic Systems, Inc. in the amount of \$520,000, and a “sole source” contract award under the Virginia Public Procurement Act for the refurbishment of the sand filter facility and equipment at the Water Pollution Control Facility.

Staff Recommendation: Approval of a contract with Aqua-Aerobic Systems, Inc., and declaring the contract a sole source procurement under the VPPA to refurbish the sand filter facility and equipment at the Water Pollution Control Facility.

Commission Recommendation: Not Applicable.

Fiscal Impact: This is a funded project in the amount of \$500,000 from the Fiscal Year 2016 Capital Asset Replacement Fund (3R Reserve Fund). The additional \$20,000 will be obtained within the Fiscal Year 2016 Water Pollution Control Division operating budget for Mechanical Repairs and Maintenance. As a result, no additional funds are needed.

Work Plan Impact: The impact is minimal as Aqua-Aerobic Systems, Inc will complete the refurbishment project, and there will be no disruption with wastewater treatment operations. Utilities staff will be coordinate and oversee the project.as part of normal business.

Executive Summary: The current equipment manufacturer for the sand filter facility is Aqua-Aerobic Systems, Inc. Over the last 27 years, the equipment has primarily been maintained by Town staff from the Utilities Department. With the upcoming reclaimed water project by Panda Power, the sand filter refurbishment is necessary to ensure the Town’s reclaimed water meets or exceeds the Virginia Department of Environmental Quality (DEQ) discharge permit requirements. The refurbishment of this facility and equipment has been anticipated as part of the Repair, Replace and Renovation (3R) program for the Utility Department in Fiscal Year 2016.

The Code of Virginia, Section 2.2-4303(E) of the Virginia Public Procurement Act authorizes the Town Council to forego competitive sealed bidding or competitive negotiation if the council determines, in writing, that only one source is practicably available to complete the services for which procurement is needed. If the Town Council determines that the sand filter refurbishment

project is a sole source, the Town Manager can procure and execute an Agreement with Aqua-Aerobic Systems, Inc.

Background: The sand filter facility and equipment at the Town's Water Pollution Control Facility are nearing the end of its useable life. The sand filter was constructed and placed in service in 1988. The sand filter is a component in the tertiary level of wastewater treatment. This phase of treatment consists of a physical process to remove additional total suspended solids, and to reduce biochemical oxygen demand (BOD).

The sand filter is the final polishing stage ensuring compliance with the Town's discharge permit, and the cleanup and protection of the Potomac River and Chesapeake Bay. With the upcoming reclaimed water project by Panda Power, the sand filter refurbishment is necessary to ensure the Town's reclaimed water meets or exceeds the Virginia Department of Environmental Quality (DEQ) discharge permit requirements including reclaimed water addendum.

The award of this agreement is subject to the Virginia Public Procurement Act. In order for the Town to award this contract to Aqua-Aerobic Systems, Inc., the Town Council must determine, in writing, that Aqua-Aerobic Systems, Inc is a "sole source" under Code of Virginia, § 2.2-4303(E). A sole source determination may occur "if there is only one source practicably available for that which is to be procured". The test for sole source is whether a particular product or service is "practicably" available, not whether it can be found anywhere. The current equipment manufacturer for the sand filter facility is Aqua-Aerobic Systems, Inc. Over the last 27 years, the equipment has primarily been maintained by Town staff from the Utilities Department. Aqua-Aerobic's proposal includes reuse of facility components, and to match existing equipment and spare parts on hand. As a result, Aqua-Aerobic Systems, Inc is in a unique position to complete the refurbishment of the sand filter facility and equipment.

Attachments: Resolution
Aqua-Aerobic Systems, Inc. Proposal



September 8, 2015

Correspondence ID#: AAL-32881
Leesburg, VA WWTP
Attn: Charlie Elgin

Project: LEESBURG WWTP, VA
RE: Sole Source Letter

Charlie,

Please note that Aqua-Aerobic Systems is the Sole Source Supplier of the equipment called out in our Proposal #138606, dated 8/12/15. The scope of supply represents a partial rebuild of the filter equipment. Note that Aqua-Aerobic Systems is the original supplier of this equipment, and we still manufacture these same components to support our existing traveling bridge filter customers today. If you need anything further, feel free to contact me.

Sincerely,

Paul Klebs
AfterMarket Sales Manager

CC: Ritchie Environmental Solutions, LLC / ph#: 804/928-8499 / fx#: N/A
Kevin Ritchie / kevinritchie@comcast.net



TO: Leesburg (City of)
1391 E. Market Street
Leesburg
Virginia 20176
USA

PROJECT: LEESBURG WWTP, VA

ATN: Charlie Elgin

PROPOSAL DATE: August 12, 2015

CC: Ritchie Environmental Solutions, LLC / ph#: 804/928-8499 / fx#: N/A
Kevin Ritchie

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 90 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods and civil work (if necessary) by the Buyer.
- The equipment and services listed below are for the repair of two 12.5' x 56' AquaABF filters as recommended by an Aqua-Aerobic Systems Field Service Technician.
- If additional parts or services beyond those called out in the proposal are necessary, then additional costs shall apply.

Aqua-Aerobic Systems shall retain the services of a contractor to perform the following:

REMOVAL

- The contractor shall remove the underdrain components, including the porous plates, old caulk, retaining angles, media and hardware. The contractor shall secure the services of a vacuum truck for the removal of the old media. Upon removal of the porous plates, the contractor shall clean the existing cell dividers to be completely free of caulk, in preparation of installation of the new porous plates.

On the bridge, the existing wheels, shafts, drive and bearings shall be removed. In addition, the control panels shall be removed. The rails and rail caps shall be removed, while leaving the existing grout in place. The wear strips shall be removed from the effluent channel. The backwash shoe and tensioning assembly shall be removed. On the festoon system, the flat electrical cable and trolleys shall be removed.

INSTALLATION

- The new underdrain components shall be installed, including aluminum oxide porous plates, caulk, retaining angles and hardware. The festoon electrical cable and trolleys shall be installed. On the bridge, the wheels, shafts, drive and bearings shall be replaced. A certified electrician will be utilized to install the control panels. A new backwash shoe and tensioning assembly shall be installed. New wear strips shall be installed, and the contractor shall adjust the backwash shoe to ride properly on the new wear strip. The sand media shall be delivered via pneumatic truck for installation by the contractor. Prior to installing the media, the contractor shall perform a light test to confirm the plates are properly installed. A certified welder shall be utilized to install the new rail caps.

The following items shall be REUSED

- Cell dividers
- Influent and effluent ports
- Bridge Weldment
- Washwater Troughs
- Festoon Posts
- Pumps
- Backwash and Washwater PVC piping and valves
- 304 SS Washwater hood
- Cable mast assembly



The contractor shall remove the media via vacuum truck. It is assumed that the media can be disposed of at the plant site, or in one of the dumpsters provided by the customer. If the media needs to be sent to a landfill, then additional charges would apply. The contractor shall supply compressed air to operate tools. Access to the site is requested from 7 am to 7pm, 7 days per week. Price is based on the use of non union labor.

The customer shall provide a dumpster for waste material. The customer shall provide 110v 20 amp service. It shall be the customer's responsibility to keep influent water from entering the filter during the filter rehab project. Equipment shipments will be offloaded by the customer.

Underdrain Installation Component(s) consisting of:

- Ceramically bonded alumina porous plate(s).
- Tube(s) of sealant.
- Retaining angle(s).
- Stainless steel spacer stud(s).
- Wear starter strip(s).
- Insert anchor(s).
- Pneumatic caulking gun.
- High grade silica sand approximately 11 inches deep, complying with sections 1, 2.2 and 5 of the standard specifications for the filtering material (AWWA Designation B100-89). The 10% size or effective size shall be between .55 and .65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50.

Electrical Cable Festooning System(s) consisting of:

- End cap(s).
- End clamp(s).
- Trolley(s).
- Cable connector(s).
- Flat electrical signal cable(s).

Bridge Rail Installation Component(s) consisting of:

- Painted steel bridge rail(s).
- Stainless steel leveling plate(s).
- Painted rail splice kit(s).
- Galvanized rail clip(s).
- Stainless steel rail cap(s).
- Bridge stop angle(s).

ABF Bridge Drive Assembly(ies) consisting of:

- Turned, ground and polished drive shaft(s) wrapped in PVC tape.
- Filter bridge wheel(s) with key way.
- Shaft stop collar(s).
- Drive gear reducer(s).
- Drive motor(s).
- Self aligning flanged bearing(s).
- Grease fitting(s).
- Gearbox mounting bracket(s).

ABF Bridge Idler Assembly(ies) consisting of:

- Turned, ground and polished idler shaft(s) wrapped in PVC tape.
- Filter bridge wheel(s) without key way.
- Shaft stop collar(s).
- Self aligning flanged bearing(s).
- Grease fitting(s).

The following spare part consisting of:

- Submersible pump(s) with 3 HP, 3 ph motors.

Backwash Shoe Assembly(ies) consisting of:



- Polypropylene backwash shoe(s).
- Stainless steel backwash shoe center plate(s).
- PVC backing plate(s).
- PVC piping and fitting(s).

Backwash Shoe Tensioning Assembly Component(s) consisting of:

- Backwash shoe tensioning bracket(s).
- Backwash shoe compression spring(s).
- Tensioning rod(s).

Control Panel Assembly(ies) consisting of:

- NEMA 4X 304 stainless steel enclosure(s).
- Disconnect(s).
- Transformer(s).
- Fuse(s), fuse block(s), and cover(s).
- Size 0 motor starter(s) with motor circuit protector(s).
- Relay(s).
- Selector switch(es).
- Indicating pilot light(s).
- Din rail(s).
- Terminal(s).
- Timer(s).
- UL label(s).

Engineering: AquaABF

Engineering

2 Set(s) Documentation will be provided as described:

- Operation & Maintenance Manuals (English language).

Supervision/Freight

Supervision/Freight Domestic

1 Supervision Services and Freight Package(s) will be provided as follows:

- 4 Day(s) On Site for MECHANICAL SUPERVISION
- 2 Trip(s) for MECHANICAL SUPERVISION
- 2 Day(s) On Site for ELECTRICAL SUPERVISION
- 2 Trip(s) for ELECTRICAL SUPERVISION
- FREIGHT TO JOBSITE

The Following Notes apply to Aqua-Aerobic Systems' Proposal:

- We expect shipment of equipment will be completed 8-12 weeks after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. Service will be scheduled after receipt of purchase order. Scheduled service lead time is dependent upon existing service backlog. Equipment will be shipped prior to the contractors arrival to site.

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment of 75% of the purchase price

PROPOSAL DATE: August 12, 2015

Proposal#: 138606



**AQUA-AEROBIC
SYSTEMS, INC.**

Net 30 days from date of each shipment; and 25% upon completion of the equipment installation, no retainage allowed.

- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1200/day plus travel and living expenses.

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: \$514,836

**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.**

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: _____
Company: _____

Offer Respectfully Submitted,
Paul Klebs

By: _____ Date: _____

Paul Klebs, AfterMarket Sales Manager
Aqua-Aerobic Systems, Inc.

PRESENTED September 22, 2015

RESOLUTION NO. 2015-

ADOPTED _____

A RESOLUTION: AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE TOWN OF LEESBURG AND AQUA-AEROBIC SYSTEMS, INC FOR REFURBISHMENT OF THE SAND FILTER FACILITY AND EQUIPMENT AT THE WATER POLLUTION CONTROL FACILITY; AND AUTHORIZING A SOLE SOURCE PROCUREMENT FOR THE PROJECT AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

WHEREAS, the Town of Leesburg (“the Town”) owns and operates a wastewater treatment plant; and

WHEREAS, the sand filter facility and equipment refurbishment project is a fully funded capital asset (3R) replacement project in the Fiscal Year 2016 budget; and

WHEREAS, the contract proposal for the refurbishment project is \$520,000; and

WHEREAS, Aqua-Aerobic Systems, Inc is the sole sourced vendor to match existing equipment; and

WHEREAS, the contract is subject to the Virginia Public Procurement Act (“VPPA”); and

WHEREAS, Code of Virginia, § 2.2-4303(E) of the VPPA allows for sole source procurement if there is only one source “practicably available”; and

WHEREAS, the contract has been reviewed and approved by the Town’s Chief Procurement Officer; and the Director of Utilities recommends the completion of the refurbishment project; and

SECTION I. 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

A RESOLUTION: AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE TOWN OF LEESBURG AND AQUA-AEROBIC SYSTEMS, INC FOR REFURBISHMENT OF THE SAND FILTER FACILITY AND EQUIPMENT AT THE WATER POLLUTION CONTROL FACILITY; AND AUTHORIZING A SOLE SOURCE PROCUREMENT FOR THE REFURBISH PROJECT AND AUTHORIZING THE TOWN MANAGER TO PROCURE THESE SERVICES

Town Attorney, with Aqua-Aerobic Systems, Inc in the amount of \$520,000 for the sand filter facility and equipment.

SECTION II. The Town Council determines that only one source is practicably available for the procurement of the refurbishment of the sand filter facility and equipment and directs that this Resolution be posted on the public notice board in the town offices for a period of ten (10) days.

SECTION III. The Town Manager is hereby authorized to procure the sole source contract for refurbishment of the sand filter facility and equipment by Aqua-Aerobic Systems, Inc.

PASSED this ____ day of September, 2015.

Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council