


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2018**

<b>AGENDA ITEM:</b>	
Wastewater Treatment Plant Sand Filter Rehabilitation and Expansion	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Jason Crain – Water Resources Supervisor	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
1) Price quotation; 2) Sole source letter	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40230594.563000	\$156,000.00
<b>SUMMARY:</b>	

Marysville’s Wastewater Treatment Plant (WWTP) DynaSand® Filter effluent filters, constructed in 1992 (phase 1) and 2004 (phase 2), have reached the end of their useful life and are in need of rehabilitation. Excess filter capacity is not available, so it will be necessary to construct additional filters as part of this project so filter cells can be taken out of service for an extended duration during the inspection and rehabilitation process.

There are currently three active and one future sand filter banks. Expansion into a portion of the future sand filter bank will provide an additional 1.65 MGD capacity when the rehabilitation and expansion project is complete. The additional capacity will be used to distribute the load across the filters. This will be particularly helpful during algae and Daphnia blooms when we struggle to meet NPDES waste discharge permit limits for total suspended solids.

This project was discussed at the June 29, 2018 Public Works Committee meeting at which time staff stated this project would be brought forward to City Council at a future date. Staff moved forward with obtaining a price quotation from Parkson Corporation, the sole source manufacturer/supplier of the DynaSand® Filter equipment. The price quotation received on July 13, 2018 is valid for 30 days. Parkson usually honors the price quotation beyond the expiration date. However, on July 18, 2018 Parkson contacted staff and advised us that the equipment cost is expected to increase significantly, nearly double the price, after the quote expiration date of August 13, 2018.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that City Council authorize the Mayor to approve the purchase of DynaSand® Filter equipment from Parkson Corporation in the amount of \$156,000.00 including freight and Washington State sales tax.</p>
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## Quotation

NUMBER: B01501681 r.13

DATE: 7-13-2018

TO: Marysville WWTP  
80 Columbia Ave.  
Marysville, WA 98270  
Attn: Jeff Cobb  
Phone: 360-363-8126  
Email: jcobb@marysvillewa.gov

REF.: Marysville, WA Sand Filter  
Expansion  
Original Serial #: DSF-2263 and  
150664

Parkson Corporation is pleased to provide this quotation for the following:

**ITEM 1 PARTS FOR EXPANSION INTO TWO (2) EXISTING CELLS – TOTAL OF EIGHT (8) MODULES. DYNASAND® CONTINUOUS BACKWASH SAND FILTER MODULES, MODEL DSF-50 DBTF (*Parkson reference #B01501681*)**

**1.A Equipment Description:**

1. Eight (8) bottom hopper cones
2. Two (2) sets of reject piping
3. One (1) set of spare parts
4. Diamond plate grating for two (2) cells.

**1.B Materials of Construction:**

1. Bottom cone: FRP
2. Reject: PVC
3. Nuts, bolts and fasteners: 304 SS
4. Anchor bolts: 304 SS

**ITEM 2 SAND FILTER MEDIA FOR TWO (2) CELLS**

**2.A Filter Media (by Parkson) for two (2) cells**

1. Type: Silica Dioxide
2. Filtration depth: 80"
3. Effective size: 1.7 mm
4. Uniformity coefficient: Consult factory prior to shipment
5. Shipping weight: 143 tons
6. All media will conform in all respects to the latest edition of AWWA B-100.
7. Media will be shipped in 3000# or 4000# SuperSacks.

**2.B Start-Up Assistance:**

Parkson will furnish one factory representative for 2 days during 1 trip to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Buyer's written request.



**2.C Drawings and Installation, Operation and Maintenance (IO&M) Manuals:**

- 1. Approval Drawings: One (1) electronic included
- 2. Certified Drawings: One (1) electronic included
- 3. IO&M Manuals: One (1) included

Additional manuals are available for \$75 USD at time of order.

**ITEM 3 SERVICES**

**3.A Performance Guarantee:**

Not applicable.

**3.B Mechanical Warranty:**

See Section XVI on the attached Standard Conditions of Sale.

**PURCHASE PRICE:**

ITEMS 1, 2 and 3 for ..... **\$156,000.00** USD  
F.O.B. Point of Manufacture, freight included, taxes included.

**PAYMENT TERMS:** 90% net 30, 10% upon startup, not to exceed 180 days after shipment.

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11<sup>th</sup>) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Waived.

Shipment: 12-14 weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office. Delivery will be another 4 weeks from shipment date.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11<sup>th</sup>) business day following receipt of a written Purchase Order in Parkson's offices.

**Dates are subject to confirmation upon receipt of written Purchase Order.**

**TERMS AND CONDITIONS:**

Parkson's Standard Conditions of Sale, as stated on the attached, shall apply.



**PATENTS:**

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

**CLARIFICATIONS AND EXCEPTIONS:**

~~To clarify, filter media for the second cell is not included in this scope of supply.~~

**BUYER/OWNER RESPONSIBILITY:**

- Isolation valves.
- Walkway, platforms, handrails, grating, and access ladders/stairs unless stated otherwise.
- Concrete and concrete design.
- Chemicals, chemical feed systems and instrumentation other than those detailed above.
- Automatic samplers or other test equipment and performance test.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the Equipment before requesting start-up service. Non-readiness may incur additional charges.
- Compatibility of Equipment materials of construction with process environment.
- Electrical connection and interconnecting wiring. Controls require 10 Amps at 110V.
- Interconnecting piping.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

**Issued By:**

**PARKSON CORPORATION**  
1401 West Cypress Creek Road  
Fort Lauderdale, FL 33309-1969

**Accepted By:** (Herein called the Buyer)

Name: Brian Frewerd  
Title: Senior Product Manager  
Date: 7-13-2018

Name  
Title:  
Date:

Enclosures: Standard Conditions of Sale, Quotation Addendum

Local Rep: Mike Reilly  
Wm. H. Reilly & Co.  
910 SW 18<sup>th</sup> Ave.  
Portland, OR 97205  
Office Phone: 501-223-6197  
Cell Phone: 503-720-0722  
Email: mreilly@whreilly.com

cc: Zorana Kojic, Dave Chew, Ron Maiorana, Mike Reilly

DSF DynaSand Concrete 4/7/17 Supersedes 3/19/09



## Standard Conditions of Sale

**I. GENERAL:** All references to Parkson (or any derivative thereof) shall mean Parkson Corporation and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

**II. PRICES, TERMS OF PAYMENT & TAXES:** (a) **PRICES:** Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and on the basis of Parkson's internal delivery schedule at the time of preparation of said quotation. (b) **TERMS OF PAYMENT:** Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. (c) **TAXES:** Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products.

**III. SHIPMENT/STORAGE:** (a) **SHIPMENT:** The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation. Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. (b) **STORAGE:** Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

**IV. TITLE & RISK OF LOSS:** Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured.



Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

**V. ERECTION:** Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

**VI. CANCELLATION & BREACH:** Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent and upon terms which shall indemnify Parkson against all loss. In the event of cancellation or the substantial breach of the agreement between Buyer and Parkson, including without limitation, failing to make payment when due, Buyer agrees that Parkson will suffer serious and substantial damage which will be difficult, if not impossible, to measure, both at the time of entering the agreement and as of the time of such cancellation or breach. Therefore, the parties agree that upon such cancellation or breach, the Buyer shall pay to Parkson the sums set forth below which Parkson and Buyer do hereby agree shall constitute agreed and liquidated damages in such event:

- a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement drawings by Parkson to Buyer, liquidated damages shall be 10% of the selling price.
- b. If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, the liquidated damages shall be 30% of the selling price.
- c. If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the respective order by Parkson's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Parkson to Buyer. All sums will be determined at the sole reasonable discretion of Parkson provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
- d. If cancellation or breach shall occur after Parkson has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price.

**VII. DRAWINGS & SPECIFICATIONS:** In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved As Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

**VIII. CORRECTIVE WORK & "BACK CHARGES":** In no event shall any work be done, or services or material be purchased or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Buyer.

**IX. SELECTION OF MATERIALS:** Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

**X. CONFIDENTIAL INFORMATION & IMPROVEMENTS:** The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein.

**XI. FIELD SERVICE:** Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no startup / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the



request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

**XII. LIMITATION OF LIABILITY:** Unless expressly agreed to in writing by Parkson, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to Buyer; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to Buyer, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

**XIII. APPLICABLE LAWS & GOVERNING LAW:** To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

**XIV. DISPUTE RESOLUTION:** Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action or any transactions contemplated hereby or in the Quotation shall be finally settled under **BINDING ARBITRATION** in Broward County, Florida. Any such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and shall be overseen by one (1) single arbitrator. Buyer and Parkson shall agree upon a single arbitrator or, if Buyer and Parkson cannot agree upon an arbitrator within thirty (30) days, then the Buyer and Parkson agree that the American Arbitration Association shall appoint a single arbitrator. In the event that an Action is brought, the prevailing party shall be entitled to be reimbursed for, and/or have judgment entered with respect to, all of its costs and expenses, including reasonable attorney's fees' and legal expenses. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

**XV. PATENTS:** Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer, in which case Buyer shall indemnify Parkson against any judgment for damages and costs which may be rendered against Parkson in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity be given to such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Parkson shall in no event be liable to Buyer for special, indirect, incidental or consequential damages arising out of allegation of patent infringement.

**XVI. MECHANICAL WARRANTY:** For a period of one (1) year following the Equipment shipment date ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. **Returns will not be accepted unless Parkson has authorized said return in writing.** If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

**The following will void this Warranty:**

- (A) Equipment is used for purposes other than those for which it was designed;
- (B) Equipment is not used in accordance with generally approved practices;
- (C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;



- (D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
- (E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
- (F) Operation of Equipment by persons not properly trained for that purpose;
- (G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
- (H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

**BE ADVISED:** Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3<sup>rd</sup> parties in causing nonconformity of the Equipment are not covered under this Warranty.

**THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

**XVII. INDEMNIFICATION:** Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Equipment sold by Parkson if Buyer fails to fulfill any of the foregoing obligations. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) which may be asserted against Parkson and its suppliers by any person relating to any portion of the Equipment which includes Buyer's existing equipment or equipment furnished by Buyer and to defend Parkson and its suppliers at Buyer's expense against any suit which may be commenced relating to the foregoing. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, other than the Equipment sold hereby or Buyer's possession or use of said Equipment.

**XVIII. MISCELLANEOUS:** Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.





1401 West Cypress Creek Road  
Suite 100  
Fort Lauderdale FL 33309-1969  
Phone 1.888.PARKSON  
Fax 954.974.6182

Page 1

## Sole Source Letter

**To:** Jeff Cobb  
**Company:** Marysville WWTP  
**Tel:** 360-363-8126  
**Fax:**  
**Email:** JCobb@marysvillewa.gov  
**# Pages:** 1  
**Subject:** Product: Dynasand

**Date:** July 12, 2018  
**From:** Marty Unger  
**Tel:** 954-383-1757  
**Fax:** 954-974-6182  
**Email:** munger@parkson.com  
**Cc:**

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This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement and expansion parts.

If you have questions regarding this issue, please contact Marty Unger at 954-383-1757.

Sincerely,

Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Mumbai

www.parkson.com  
technology@parkson.com

Rev 4 AF-008



SOLE SOURCE JUSTIFICATION

Name of Department Head: Kevin Nielsen Department: Public Works

Sole Source for the Purchase Of: DynaSand® Filter

Supplier: Parkson Corporation Cost Estimate: \$156,000.00

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department’s recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

Continuous wash sand filtration system that filters and removes suspended solids from wastewater effluent. This equipment serves as a compliance point for meeting the NPDES waste discharge permit effluent limit for total suspended solids.

2. This is a sole source\* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard\*\*
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, “opened box,” or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

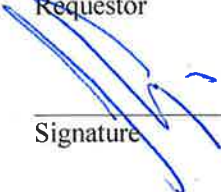
Parkson Corporation is the original manufacturer/supplier of the DynaSand® Filter equipment and the only source for OEM replacement and expansion parts. Filter equipment manufactured by other companies is not compatible with the DynaSand® Filter equipment.


4. What steps were taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)  
Parkson DynaSand® Filters were installed as part of the wastewater treatment plant upgrade projects completed in 1992 and 2004. Both of these projects were completed using a competitive bidding process.
- Other vendors were contracted (please list phone numbers and names, and explain why these were not suitable).

\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

Requestor  
  
Signature \_\_\_\_\_ / 7-18-18  
Date

Department Head  
  
Signature \_\_\_\_\_ / 7/18/18  
Date

If Purchase is \$75,000 or more:

City Council  
 Approved       Rejected

Resolution No. \_\_\_\_\_