

Agenda Item No. C-4

DATE SUBMITTED _____
 SUBMITTED BY PUBLIC SERVICES
 DATE ACTION REQUIRED ~~2-19-25~~ 2-19-25

COUNCIL ACTION
 PUBLIC HEARING REQUIRED
 RESOLUTION
 ORDINANCE 1ST READING
 ORDINANCE 2ND READING
 CITY CLERK'S INITIALS

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: 1. Wastewater Treatment Plant Headworks Fine Screen Repair of Trough		
DEPARTMENT INVOLVED: Public Services			
BACKGROUND/SUMMARY: The current Wastewater Treatment Plant (WWTP) headworks screening unit, made by Huber Technology, is in dire need of repair. The unit was installed during the 2015 headworks project and has performed well, especially considering the harsh and unforgiving environment, but now requires repairs in order to be placed back into service. Approval will allow replacement of the auger trough, with professional installation provided. The auger trough on our current unit has developed a substantial hole during its near decade of use. This hole is allowing large amounts of debris to enter into the membrane system, which then becomes trapped and can only be removed physically by WWTP staff. It is imperative that our headworks is repaired before excessive debris is allowed to build up into the treatment system and degrade and/or damage our membranes beyond repair. Our treatment system could not meet current discharge requirements without our membranes, so it's crucial to protect them.			
FISCAL IMPACT: \$15,638.90 Account: 55-555-5241	FINANCE INITIALS	<u>NMS</u>	
STAFF RECOMMENDATION: Approve Request	DEPT. INITIALS	<u>Jmg</u>	
MANAGER'S RECOMMENDATION: <u>approve resolution</u>	CITY MANAGER'S INITIALS	<u>DH</u>	
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> REFERRED TO:	REJECTED <input type="checkbox"/> DEFERRED <input type="checkbox"/>	

RESOLUTION NO. 2025-07

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IMPERIAL FINDING THAT SOLE SOURCE IS
NECESSARY FOR THE REPAIR OF THE WASTEWATER
TREATMENT PLANT HEADWORKS FINE SCREEN**

WHEREAS, the City operates and maintains the wastewater treatment plant; and

WHEREAS, the current Wastewater Treatment Plant (WWTP) headworks screening unit, made by Huber Technology, is in dire need of repair. The unit was installed during the 2015 headworks project and has performed well, especially considering the harsh and unforgiving environment, but now requires repairs in order to be placed back into service, and

WHEREAS, the auger trough on our current unit has developed a substantial hole during its near decade of use. This hole is allowing large amounts of debris to enter into the membrane system, which then becomes trapped and can only be removed physically and

WHEREAS, it is imperative that our headworks is repaired before excessive debris is allowed to build up into the treatment system and degrade and/or damage our membranes beyond repair. Our treatment system could not meet current discharge requirements without our membranes, so it's crucial to protect them.; and

WHEREAS, the City of Imperial Department of Public Services has been physically removing debris on a continuous basis to properly maintain the equipment and more importantly the health and safety of the residents of the City of Imperial; and

WHEREAS, the California Public Contract Code and City of Imperial Ordinances authorize sole source for purchase of specific brand equipment and the associated work when the product is only available from one source

WHEREAS, Section 3400 (c) includes an exception that permits local agencies to designate a material, product or service being procured by brand or trade name in certain specified circumstances, including to obtain a necessary item that is only available from one source or, when necessary, to match other products in use on a particular public improvement either completed or in the course of completion; and

WHEREAS, the common law recognizes a bidding exception for circumstances where competitive bidding of public contracts otherwise required by statute may be excused, including circumstances where the contract is such that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 CA3d 631); and

WHEREAS, the Huber headworks screening unit is only available through Huber Technology as they have the exact specifications and patent for the unit and only their screening unit would fit our system as it is currently a Huber Technology unit; and

WHEREAS, the above-described conditions justify the purchase and associated work without formal bidding and without multiple quotes; and

WHEREAS, the City Council wishes to approve sole source procurement and associated work and authorize the City Manager to take all necessary action to complete this work.

NOW, THEREFORE, THE CITY OF IMPERIAL COUNCIL FINDS AS FOLLOWS:

1. The above-referenced recitals are true and correct; and
2. Residents of the City of Imperial utilize the wastewater treatment plant services; and
3. Based on substantial evidence that shall be set forth in the minutes of this meeting, that there is justification to sole source the purchase of this equipment and not receive competitive bids for the associated work and that the action is necessary to enter into this contract.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council declares that the public interest and necessity demands utilization of sole source for purchase of this product and associated work.
3. The City Council authorizes the City Manager to execute all necessary documents to acquire and install the necessary equipment.

APPROVED, PASSED AND ADOPTED, at the regular meeting of the City Council this 19th day of February, 2025.

JAMES TUCKER,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2025-07 was duly adopted at a meeting of the Imperial City Council at its meeting held on the 19th day of February, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, on February 19, 2025.

KRISTINA SHIELDS,
City Clerk

Billing Address

City of Imperial
 420 South Imperial Avenue
 Imperial, CA 92251
 UNITED STATES

Delivery Address

City of Imperial WWTP
 701 East 14th Street
 Imperial, CA 92251
 UNITED STATES

OFFER: C1000049 / V1
 Your Reference: Imperial, CA (13001757) RPPS
 Your Reference:

Date printed: 1/7/25
 Our Reference: Mike Suddreth
 Phone: +1-704-990-2410
 Email: mike.suddreth@hhusa.net
 Customer No.: 114413

All parts in stock unless otherwise indicated below.
 Customer is responsible for the following prior to Huber's technician arrival:
 (1)Removal of Huber machine from channel,
 (2)Pressure washing of machine, and
 (3)Providing lifting equipment.
 Failure to do so will result in additional charges of \$1,000 per day Huber is onsite.

Pos	Quantity	Unit	Item Description	Price USD Discount (%)	Total USD Tax (%)
10/1	1.00	pcs	10000001 Perforated screen w/ fixings	5,003.78 30%	3,502.65 7.75%
15/1	4.00	pcs	10141167 Support Roller Kit D100 d30 L 40 800kg	308.60	1,234.40 7.75%
30/1	1.00	pcs	10000002 Freight - Estimated	750.00	750.00 7.75%
100/1	1.00	pcs	10000002 Labor - 1 Tech (24/20)	9,027.00	9,027.00 7.75%
				Total net USD	14,514.05
				Including Sales Tax USD	1,124.85
				Total gross USD	15,638.90

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days
 Delivery: prepaid and add

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Payment terms: Net 30 days

Best regards

Mike Suddreth

Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2025

Field Service Base Rates

Continental U.S., Mexico and Canada..... **\$160.00 per hour**
Outside Continental U.S., Mexico and Canada..... **\$240.00 per hour**

Training

Product Training..... **\$160.00 per hour**

Travel

Travel (time)..... **\$150.00 per hour**
Mileage..... **\$0.58 per mile**

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... **\$150.00 per hour**

Premium Rates

Overtime rate (in excess of 8 hours per day)..... **\$240.00 per hour**
Standby rate..... **Applicable base rate**
Double time rate (Sunday, Holiday, or in excess of 12 hours)..... **\$320.00 per hour**

Expenses

Travel and accommodations..... **Actual cost**
Per Diem.....Business Rate Plan 1.. **\$64.00 per day**
High Cost Area Rate 2.. **\$74.00 per day**
Service Truck Rate **\$80.00 per day**
Materials, Equipment Rental, Supplies..... **Actual cost plus 20%**
Laboratory testing..... **Actual cost plus 20%**

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... **Actual cost**

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... **Actual cost**

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Aftermarket Sales & Service Rates 2025

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$64.00 per day or \$74.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2025

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. **Payment is due NET 30 DAYS from the date of invoice.**

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.

2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

HUBER Technology, Inc.

1009 Airline Parkway • Denver, NC 28037

Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

A member of the HUBER Group

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non-transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s) warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net



