



City of Galveston

DEPARTMENT OF MUNICIPAL UTILITIES

Robert Pugh, Director

rpugh@galvestontx.gov | Office Number: (409) 797-3960 | www.galvestontx.gov

January 15, 2020

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Robert Pugh, Director of Municipal Utilities

Re: **Consider for Approval: Purchase of Replacement Parts for Airport WWTP Bar Screen in the amount of \$23,352.04.**

I. Background

- A. The Airport WWTP provides 3.75 Million Gallons Per Day (MGD) treatment capacity for the sanitary sewer collection system in the West Central Area of Galveston.
- B. The bar screen removes large items such as rags at the plant head works to prevent clogging of pumps and facilities that are required for wastewater treatment operations.

II. Current Situation:

- A. In 2019, Staff observed that bar screen chains, sprockets and shaft assemblies were deteriorated and in need of replacement.
- B. In November, 2019 Staff obtained a quote from Headworks, the bar screen manufacturer, for replacement parts in the amount of \$23,352.04. WWTP Staff would replace the parts.
- C. A sole source purchase is required since the City has standardized on the Headworks bar screen brand and no other vendors can supply the required parts.

III. Issues:

Failure to replace the bar screen parts would lead to rags and large debris entering the treatment plant basins, piping and pumps which could clog or damage facilities and interrupt treatment operations, thereby possibly leading to non-compliance with TCEQ regulations.

IV. Alternatives:

- A. Authorize City Staff to execute a Purchase Order with Headworks in the Amount of \$23,352.04 for bar screen replacement parts at the Airport WWTP.
- B. Do not approve purchase of bar screen replacement parts.





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V. Recommendation:

It is recommended that the City Staff be authorized to execute a Purchase Order with Headworks in the Amount of \$23,352.04 for bar screen replacement parts at the Airport WWTP.

VI. Fiscal Impact

Requested by:

Robert Pugh
Director of Municipal Utilities

Funding Source:

Wastewater Treatment Equipment Repairs Funds

Estimated Costs:

\$23,352.04

Respectfully Submitted,

Robert Pugh
Director of Municipal Utilities



RQ# _____

PO# _____

Date: 11/22/2019

CITY OF GALVESTON
PUBLIC WORKS DEPARTMENT REQUISITION REQUEST

DIVISION: Public Works Wastewater Dept

VENDOR NAME: Headworks VENDOR NUMBER: _____

ACCOUNT NUMBER: 611817- 531230

ACCOUNT NAME: Equipment Repairs

| Commodity # _____ | | | |
|-------------------|---|-------------|---------------------|
| Unit | Description of goods or services | Unit Cost | Total Cost |
| 2 | 13 Links Strand Chain, 125mm 304ss | \$ 1,680.25 | \$ 3,360.50 |
| 8 | 11 Links Strand Chain, 125mm 304ss | \$ 1,421.75 | \$ 11,374.00 |
| 2 | Lower Sprocket 125mm 316ss | \$ 2,356.02 | \$ 4,712.04 |
| 2 | Stub Shaft Assembly | \$ 1,810.25 | \$ 3,620.50 |
| 1 | Estimated Shipping & Handling | \$ 285.00 | \$ 285.00 |
| | | | \$ - |
| | | | \$ - |
| | Moves the Bar screen, which separates organic material from the inorganic and debris to the trash | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | Sole Source | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total Cost | | | \$ 23,352.04 |

Cynthia Diaz 11/22/19
Authorized Personnel Signature Making Request & Date



Project Name: Galveston Airport
 State/Country: TX
 Quote Date: 11/20/2019

Quote # AIR112019-1

Dear Mr.Mary Denby,

Thank you for the opportunity to quote your Bar Screen replacement parts. We are pleased to submit the following quotation for your consideration

| Item # | Qty | UoM | Item Description | Unit Price | Extended Price |
|--------|-----|-----|------------------------------------|--------------|---------------------|
| 1 | 2 | Ea | 13 Links Strand Chain, 125mm 304ss | \$ 1,680.25 | \$ 3,360.50 |
| 2 | 8 | Ea | 11 Links Strand Chain, 125mm 304ss | \$ 1,421.75 | \$ 11,374.00 |
| 3 | 2 | Ea | Lower Sprocket 125mm 316ss | \$ 2,356.02 | \$ 4,712.04 |
| 4 | 2 | Ea | Stub Shaft Assembly | \$ 1,810.25 | \$ 3,620.50 |
| 5 | 1 | Lot | Estimated Shipping & Handling | \$ 285.00 | \$ 285.00 |
| | | | | Total | \$ 23,352.04 |

Should you have any questions regarding the pricing and scope listed in this document, please do not hesitate to contact me.

Best Regards

Yves Guiguemde
 Aftermarket Sales Manager
 713-647-6667
yguiguemde@headworksintl.com



Headworks Inc. is a nationally certified
 WBENC Women's Business Enterprise



GENERAL TERMS AND CONDITIONS

Applicable Terms

These terms govern the purchase and sale of the equipment and related services. If any (collectively, "Equipment") referred to in Seller's quotation, proposal or acknowledgement, as the case may be (Seller's "Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms documents.

Payment Terms

Net 30 Days for order greater than \$1,000. For all other orders totaling less than \$1,000 we will only accept credit card before processing the purchase order. The credit card form will be attached to the quote in that case.

Validity of Quotation:

60 days from date of quote.

Stainless Steel Price Increases:

All Orders accepted, are subject to the following terms:

Headworks® Inc. reserves the right to adjust the price of the parts quoted based on increases in the price of stainless steel. This increase would be based on stainless steel price increases (including surcharges) as published monthly in the U.S. with the base price being that price (including surcharges, if any) published on the date of this offer. Such price increase only affects the cost of the stainless steel material portion of the affected equipment.

Freight Terms

Shipping and handling are listed in the quote but may be subject to change. Freight carrier will be determined based on quantity and type of parts provided. Parts will be shipped 2-3 weeks after receipt of purchase order.

Taxes

Federal, state and local taxes, if any, are not included in the above prices. All applicable taxes are for the purchaser's account. If purchaser is tax exempt a copy of the tax exempt must be provided with the purchase order.

Patent Protection

Various Headworks equipment contain proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks Inc. legal department in Houston, Texas.

Limitation of Liability

In no event shall Seller be liable for anticipated profits or for incidental or consequential damages. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which gives rise to the claim. Seller shall not be liable for penalties of any description. Any action resulting from any breach on the part of Seller as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.

Presence of High Grit Levels, Stones and Rocks

The presence of high levels of Grit, Stones and/or Rocks that can impair the normal operation of Headworks' products / parts, develop premature wear and/or cause damage to its products / parts is not covered under the Headworks Inc. Standard Warranties unless strictly expressed in writing.

Patent Protection

Various Headworks equipment / parts contains proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks® Inc. legal department in Houston, Texas.



Warranty

The seller warrants all equipment / parts of its own manufacture to be free of defects caused by faulty material or workmanship for a period of twelve (12) months from date of local delivery. Headworks® will replace or repair any part or parts which upon examination shall show to have failed under normal use and service by the original user within the warranty period. In the event that defects develop during the warranty period, under normal and proper use, Headworks is to be notified promptly and with their consent the products are to be returned to Headworks® F.O.B.

Headworks® factory. In the case of components purchased by Headworks® and incorporated into the equipment, such as Electrical Controls, Instrumentation and related items, Headworks® warranty is limited to the individual manufacturer's warranty for that component, usually one year. This warranty does not apply to equipment or parts thereof which have been altered or repaired other than by a representative of Headworks®, or damaged by improper installation, application, erosion or corrosion of any sort, or subjected to misuse, abuse, neglect or accident. This warranty does not apply to items that require repair or replacement due to normal wear and tear.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY HEADWORKS® AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HEADWORKS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT. HEADWORKS® SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON NOR ANY CLAIM THAT ITS EQUIPMENT WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

Dispute Clause

Any claim, dispute or other matter in question between Supplier and Owner, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Supplier's and Owner's designated representatives for the applicable Purchase Order. Supplier and Owner each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated representatives for the applicable Purchase Order, no later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Supplier and Owner shall attempt to resolve the matter.

If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator and a mediation location that are mutually acceptable.

If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file suit in a court of competent jurisdiction in the county of the state in which the Work Site is located. If a Purchase Order required Work to be performed at more than one Work Site in more than one state, the exclusive venue for suit shall be a court of competent jurisdiction in the State of Texas.



CITY OF GALVESTON

Sole Source Justification

Vendor: _____ Vendor # _____ Requisition #: _____

Product/Service: _____

Estimated expenditure for the above commodity or service: \$ _____

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)
3. THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
4. CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Department Director (Print Name)

Department Director (Signature)

Department

Date

(FOR PURCHASING DEPARTMENT USE ONLY)

_____ APPROVED

_____ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: _____

DATE: _____



MDenby@GalvestonTX.Gov

April 18, 2019

City of Galveston
Airport & Terramar WWTP

Re: Bar Screen & Screwactor Replacement Parts

To Mary Denby,

This document is to confirm that Headworks Incorporated is the manufacturer and sole source of replacement / repair parts for the Headworks® equipment. Most of the components are manufactured for or by Headworks Incorporated and are proprietary in nature, patented and can only be sourced through Headworks or W.WaterTech our local authorized Manufacturer Representative in Texas. Additional items such as motors, gearboxes can be purchased separately through other sources.

Best regards,

A handwritten signature in black ink, appearing to read "Yves Guiguemde". The signature is written in a cursive, flowing style.

Yves Guiguemde

Aftermarket Sales Manager