

DATE: 8/18/2016

Bid/Quote No.

Vendor No.

Deliver to:

ATTN: Ibn Shakir / Joseph Johnson

Phone: Fax:

Freight is FOB Destination	Invoices are to be sent to requesting dept. for approval.
Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Payment inquiries should be directed to Accounts Payable (accounting.vital@cityofgriffin.com)

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING -

On File? Y/N **Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Rehabilitation of the Existing Primary (Right Side Only)	505 - 4333 - 52 - 2200 -	1	ea	77,000.000	77,000.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & \$\$)	- - - -	the extended totals column			

COMMENTS:	Totals: \$	77,000.00
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<div> <div>COG USE ONLY</div> <div> <div></div> <div></div> </div> </div>		<div> <div>COG USE ONLY</div> <div> <div></div> <div></div> </div> </div>	
Pricing method:			
<input type="checkbox"/>	Verbal / Phone	Wastewater / Joseph Johnson / 8-18-2016	
<input type="checkbox"/>	Email/Mail/Fax	Dept / Requestor / Date	Purchasing / Date
<input type="checkbox"/>	Bid / RFP #		
<input type="checkbox"/>	E-Verify Affidavit		
Vendor emailed copy?		Department Mgr / Date	Finance Director / Date
<input type="checkbox"/>	Vendor Notified		
Invoice apprvd/attchd?			
<input type="checkbox"/>	PMT Approval	City Manager / Date	BOARD / Date
<input type="checkbox"/>	Inv Attached		

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.



August 18, 2016

Mr. Joseph Johnson
Deputy Director Public Utilities
City of Griffin, GA
100 South Hill Street
Griffin, GA 30223

RE: Cabin Creek WWTP
Rectangular Clarifier Replacement
Griffin, GA

Dear Mr. Johnson:

P. F. Moon and Company, Inc. is pleased to provide a proposal for the replacement of one (1) each rectangular clarifier mechanism in kind with one (1) each Brentwood rectangular clarifier at the Cabin Creek WWTP. Our scope of work is as follows:

- Mobilize and unload new clarifier mechanism
- Demolition of existing brackets and return rails
- Installation of new brackets and return rails
- Installation of new mechanism including sprockets, wear strips, wear shoes, stub shafts, flights and chain
- Electrical disconnection and re-energizing drive unit
- Disposal of all demolished materials
- Service of existing drive unit and initial oil fill
- Factory startup
- Site restoration
- Insurance and Taxes

Upon inspection of the existing tanks, we found the following:

The existing drive unit has no protection, when the sludge built up in the tank, the drive unit did not shut off causing the flights and chain to buckle in the tank (Photo 1)

The wear strips in the tank are uneven and buckled at both the floor and on the return rails causing an uneven path for the flights to travel. The wear strips are loose and move at the connection point to the embedded anchor.

At the connection of one wear strip to the next, one has worn down and the next in line has not, causing the flight to "bump" and then jump along their path. (Photos 2 and 3)

The return rail and brackets are corroded and rusted and do not provide solid or stable anchorage for the wear strips on the track contributing to the uneven movement of the flight along the rail (Photos 4, 5 and 6)

The teeth on all the sprockets are worn causing the chain to wear unevenly and not providing a solid connection. The chain has slack in it, and as it rotates on the sprockets it causes it to jump as it moves. The drive sprocket alone has embedded debris on it causing the chain to run unevenly (Photos 7 and 8)

The sprockets on the stub shafts at the return end of the tank need replacing. The teeth on these are worn causing an uneven connection with the chain. (Photo 9)

The chain is broken along the length of the basin in several places (Photo 10)

Approximately 60% of the fiberglass flights have stress cracks or failures in them and should be replaced along with the wear shoes

The concrete tankage shows deterioration in a number of places and is in need of restoration as the aggregate in the concrete is exposed (Photos 11, 12 and 13)

Format submittals will not be furnished, however data sheets on equipment and proposed tank drawings will be provided. Delivery of the equipment should occur within three (3) weeks of placement of order. The proposal contains one trip to the site by the manufacturer for certification of the equipment installation. A warranty will be provided for a period of one year from startup and certification by a Brentwood certified representative.

The work will take approximately 2 – 3 weeks to complete including demolition, mechanism installation, startup and commissioning.

Our proposal specifically excludes:

- 1) Draining or cleaning of concrete tank
- 2) Jet cleaning of solids discharge line to digester feed pumps
- 3) Painting
- 4) Electrical work other than specified above (Proposal is based on using existing electrical service to the drive unit)
- 5) Concrete rehabilitation
- 6) Supply of new drive unit
- 7) All materials are by Brentwood Industries and industry standard specifications
- 8) Rotating Scum Trough
- 9) Control Panel or Flight Monitoring System
- 10) Performance or Payment Bond

Our costs for one rectangular clarifier total.....\$77,000.00

If you have any further questions, please feel free to contact me.

Sincerely,

P. F. MOON AND COMPANY, INC.

A handwritten signature in cursive script, appearing to read "Keith J. Steen".

Keith J. Steen
Chief Operating Officer

KS/jc

cc: File

PHOTO 1

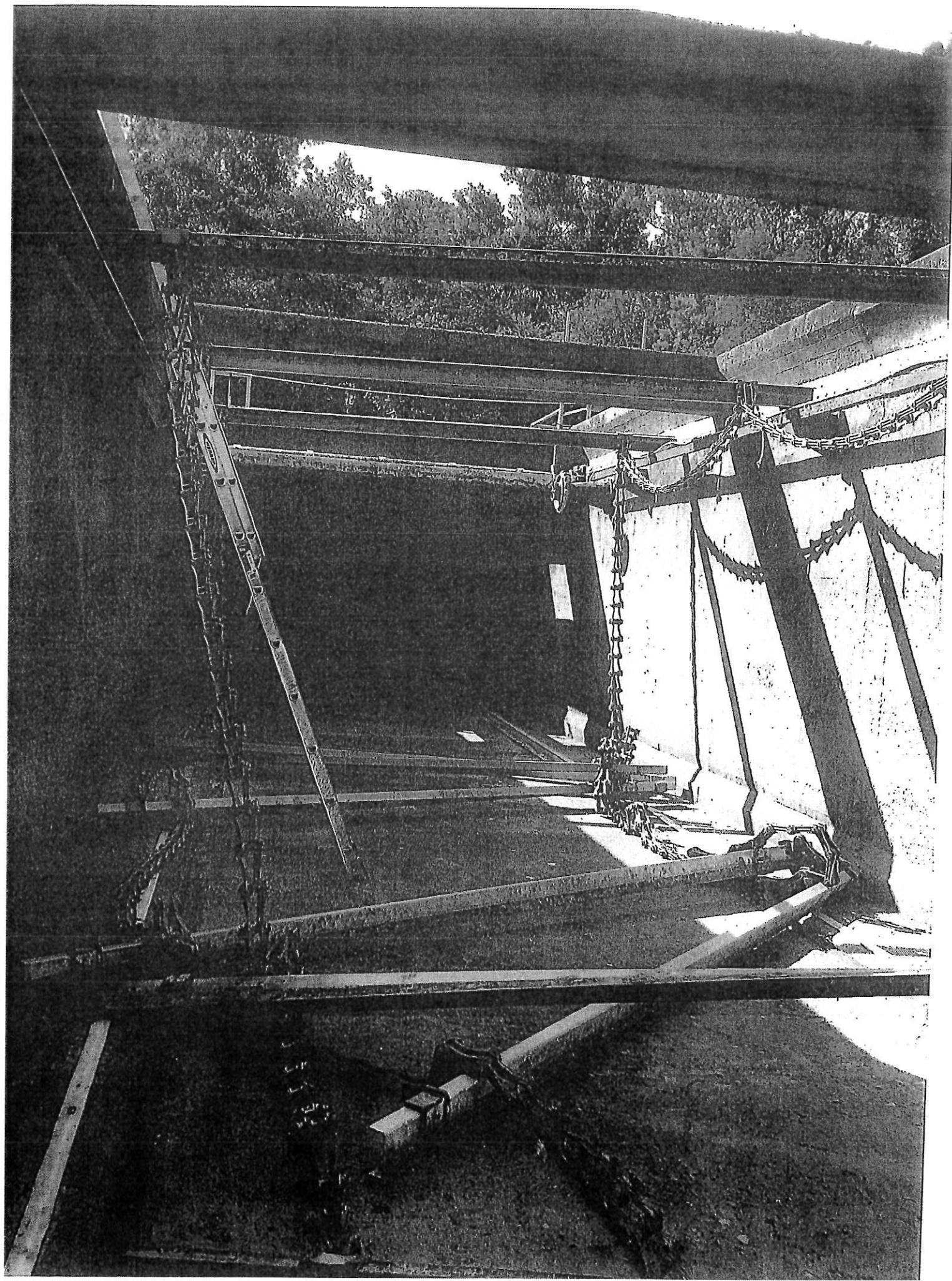


PHOTO 2

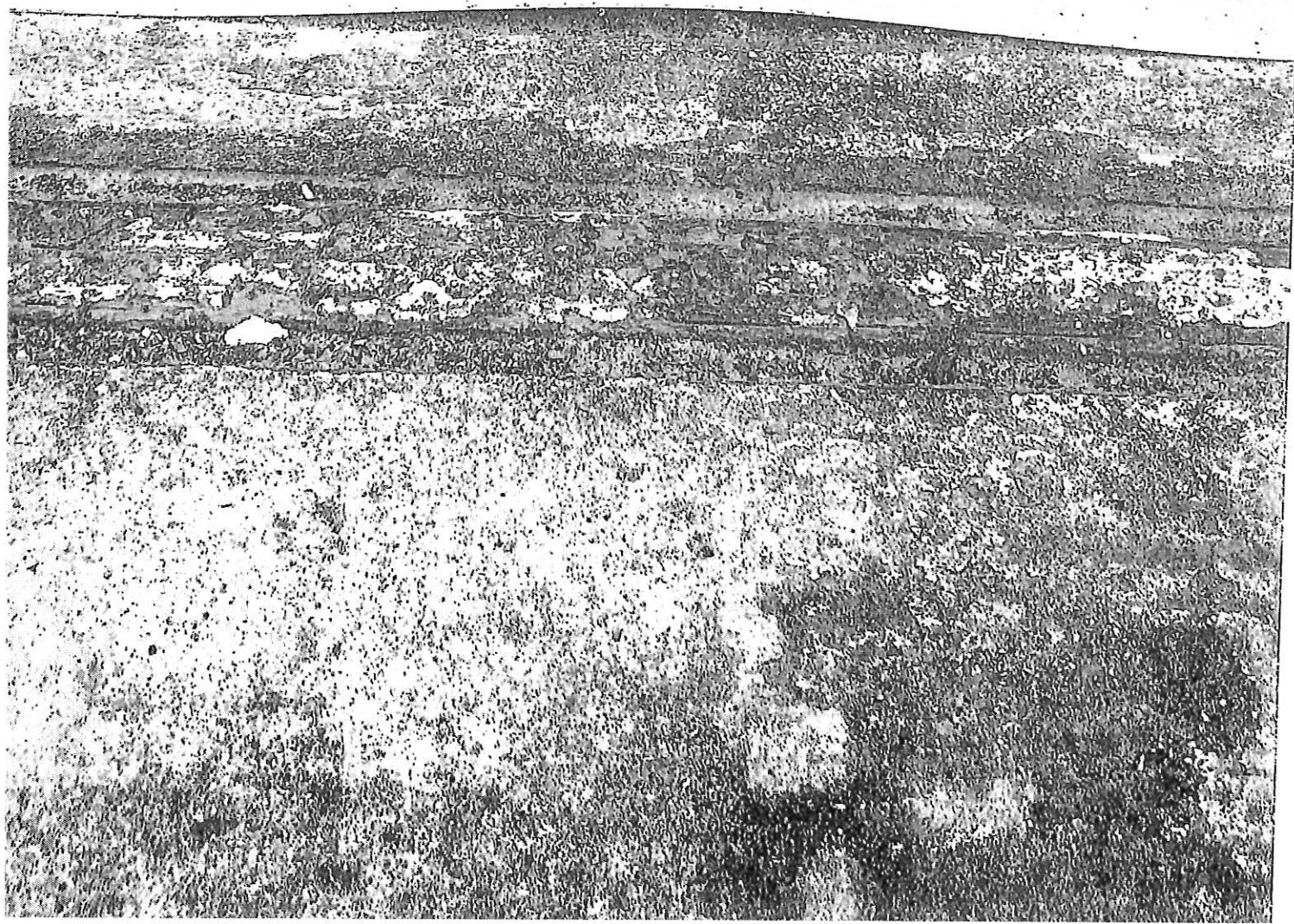
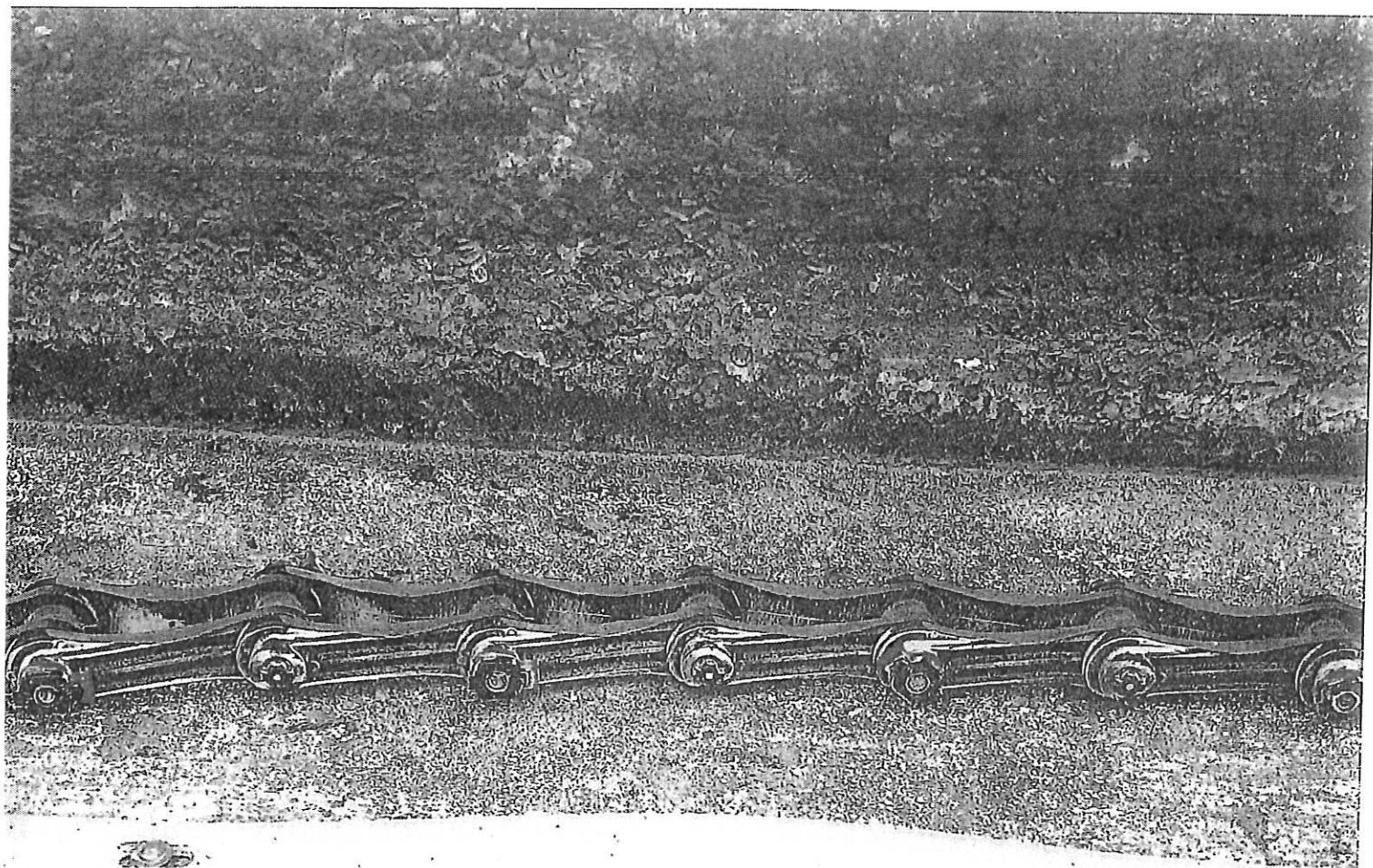


PHOTO 3

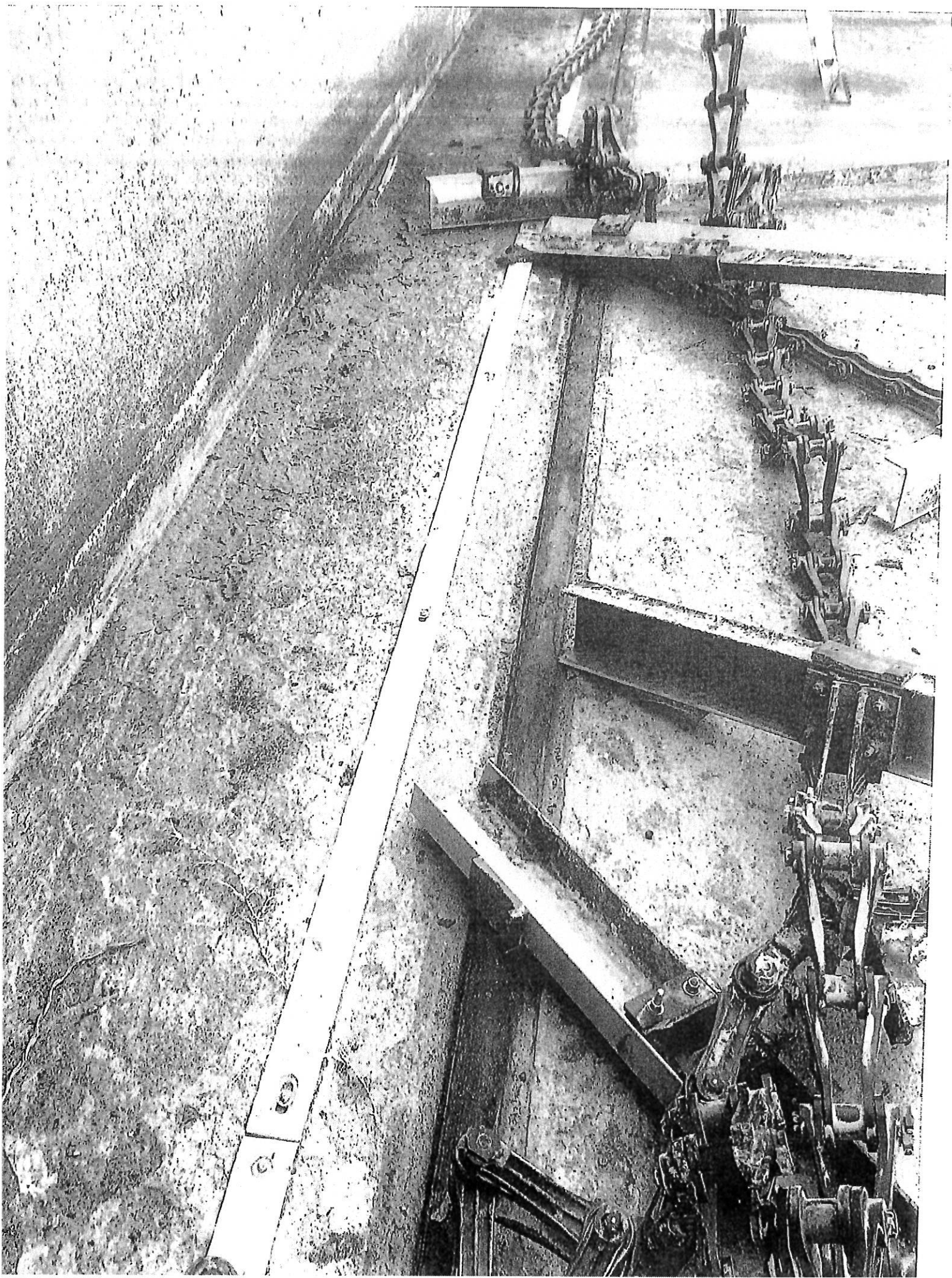


PHOTO 4

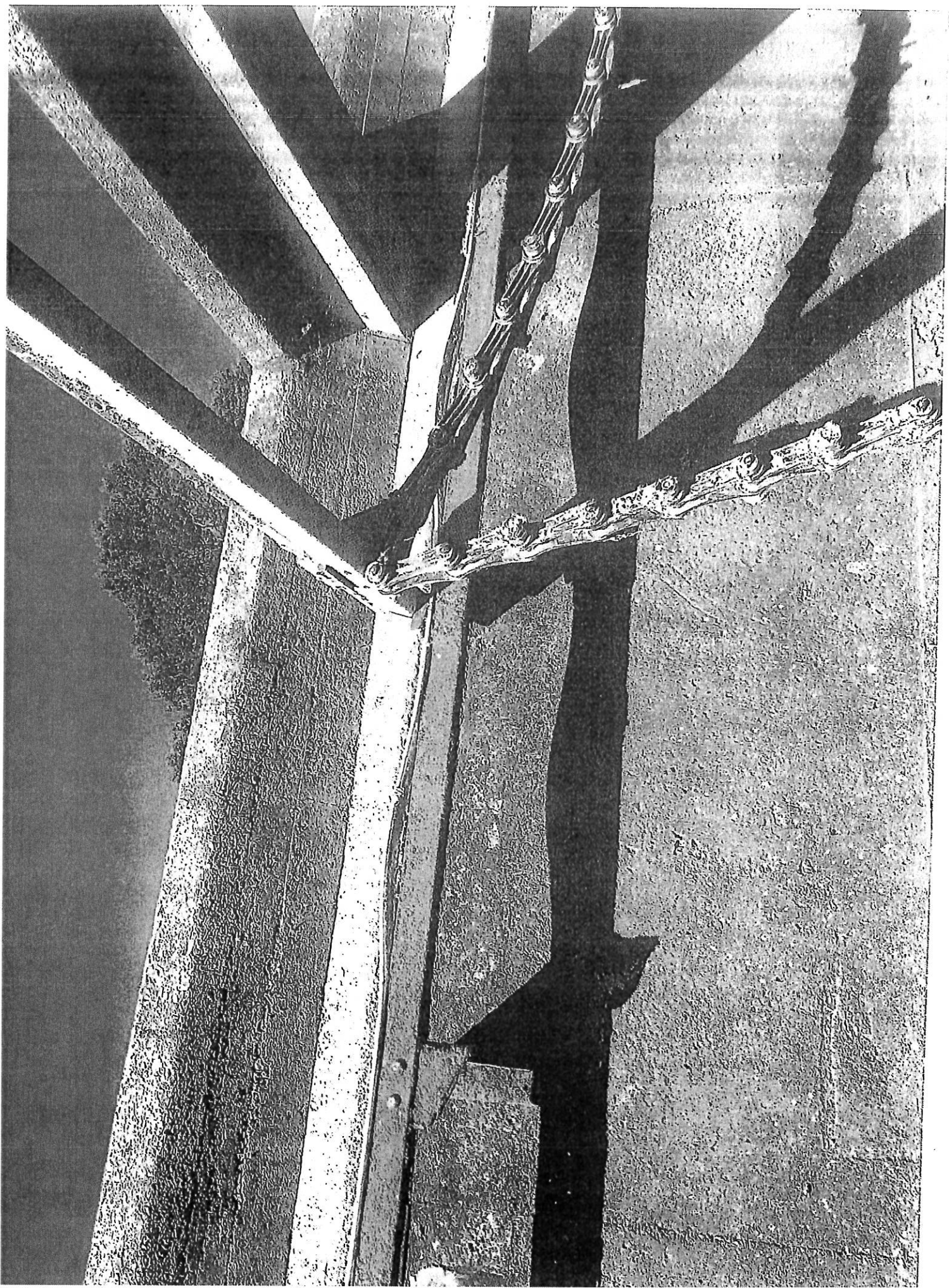


PHOTO 5



PHOTO 6



PHOTO 7



PHOTO 8

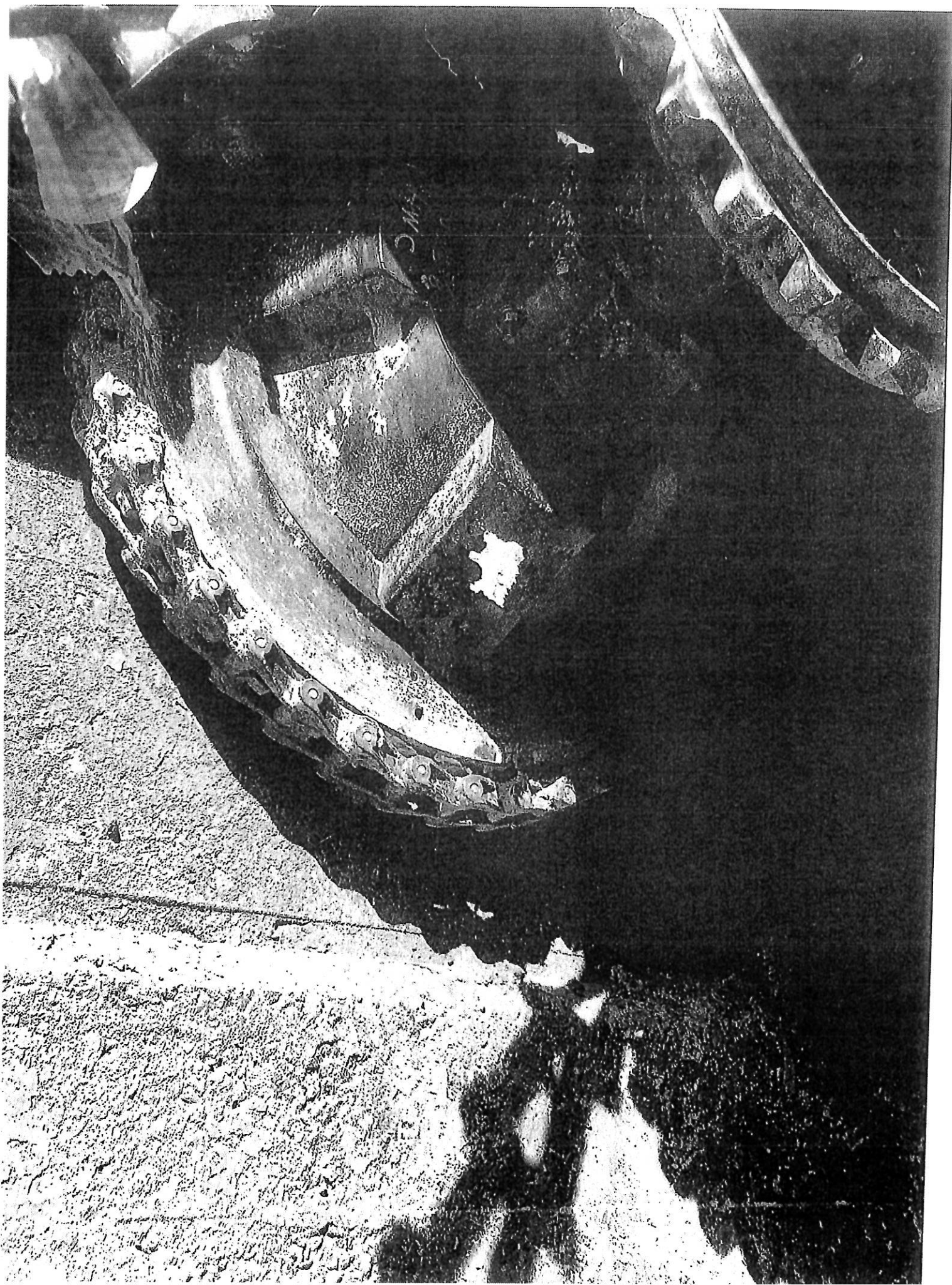


PHOTO 9

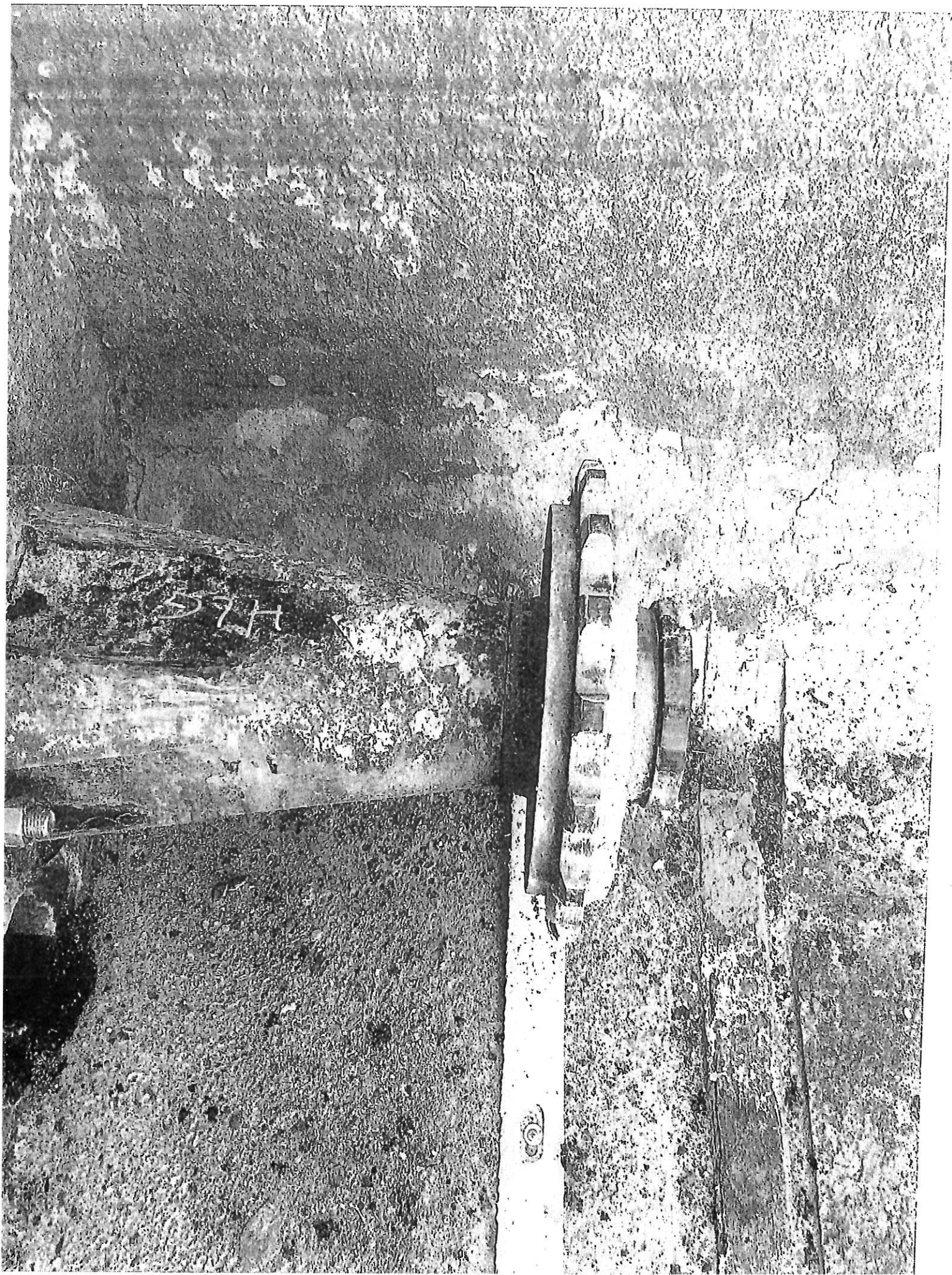


PHOTO 10

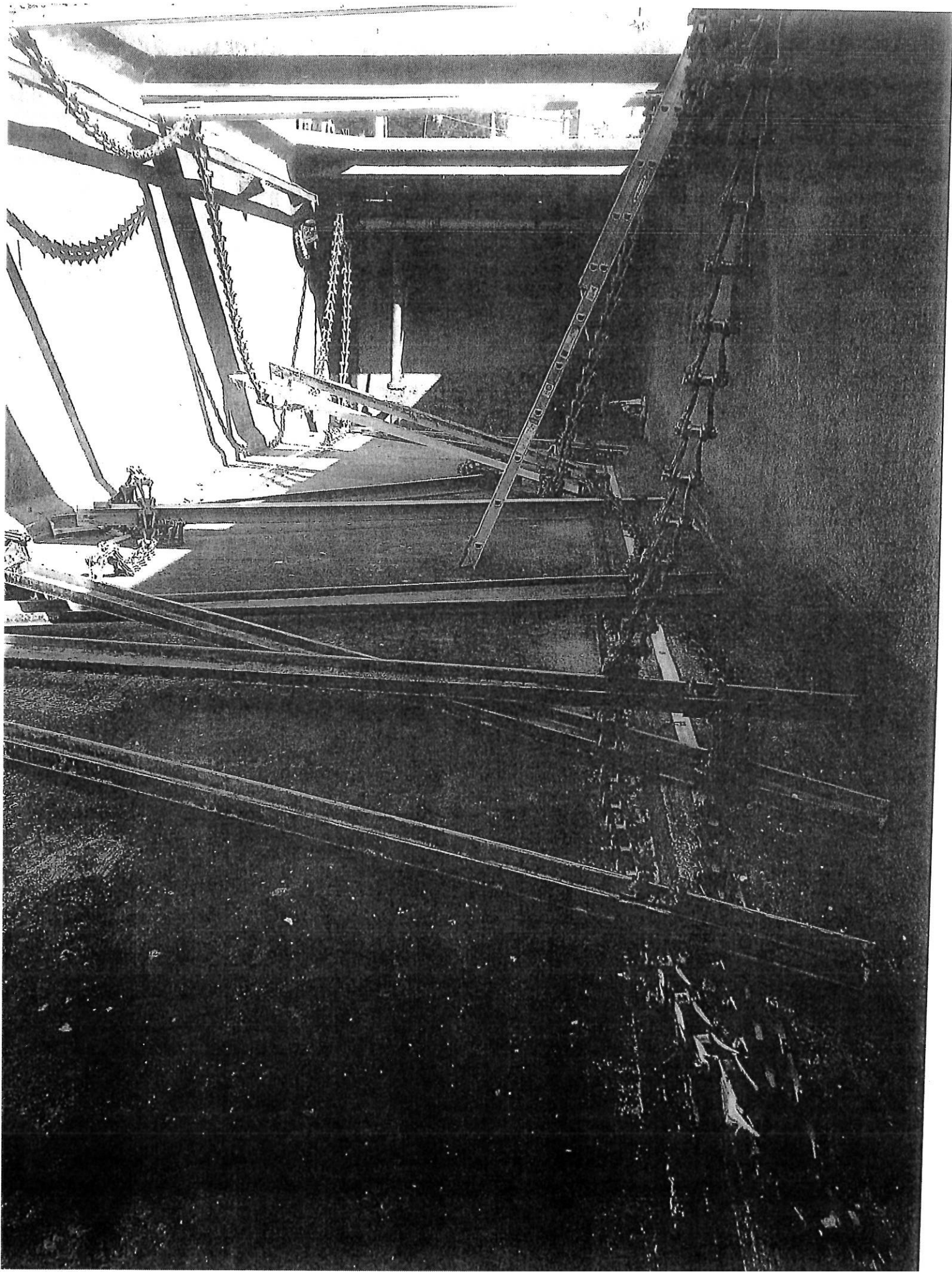


PHOTO 11

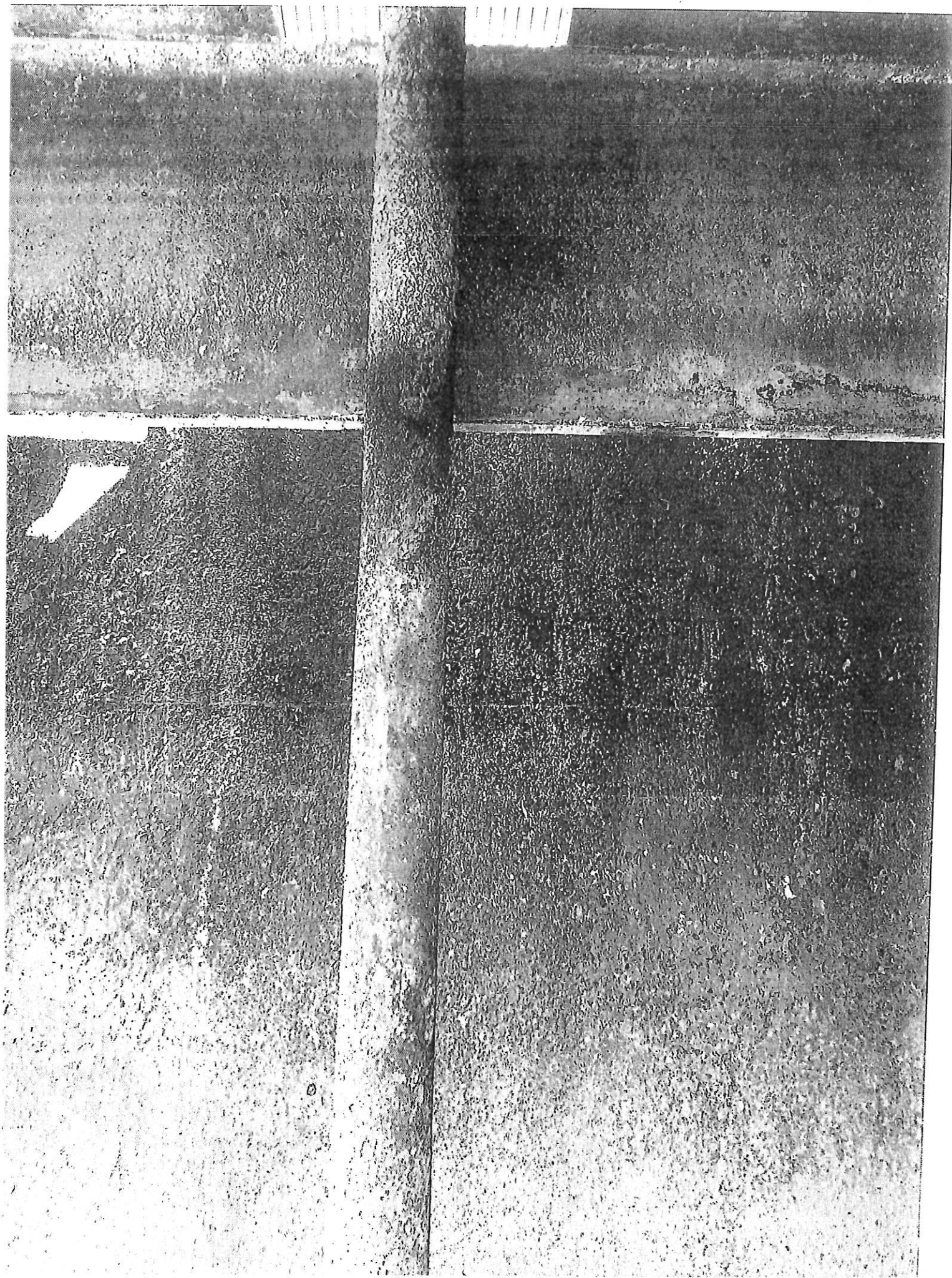


PHOTO 12

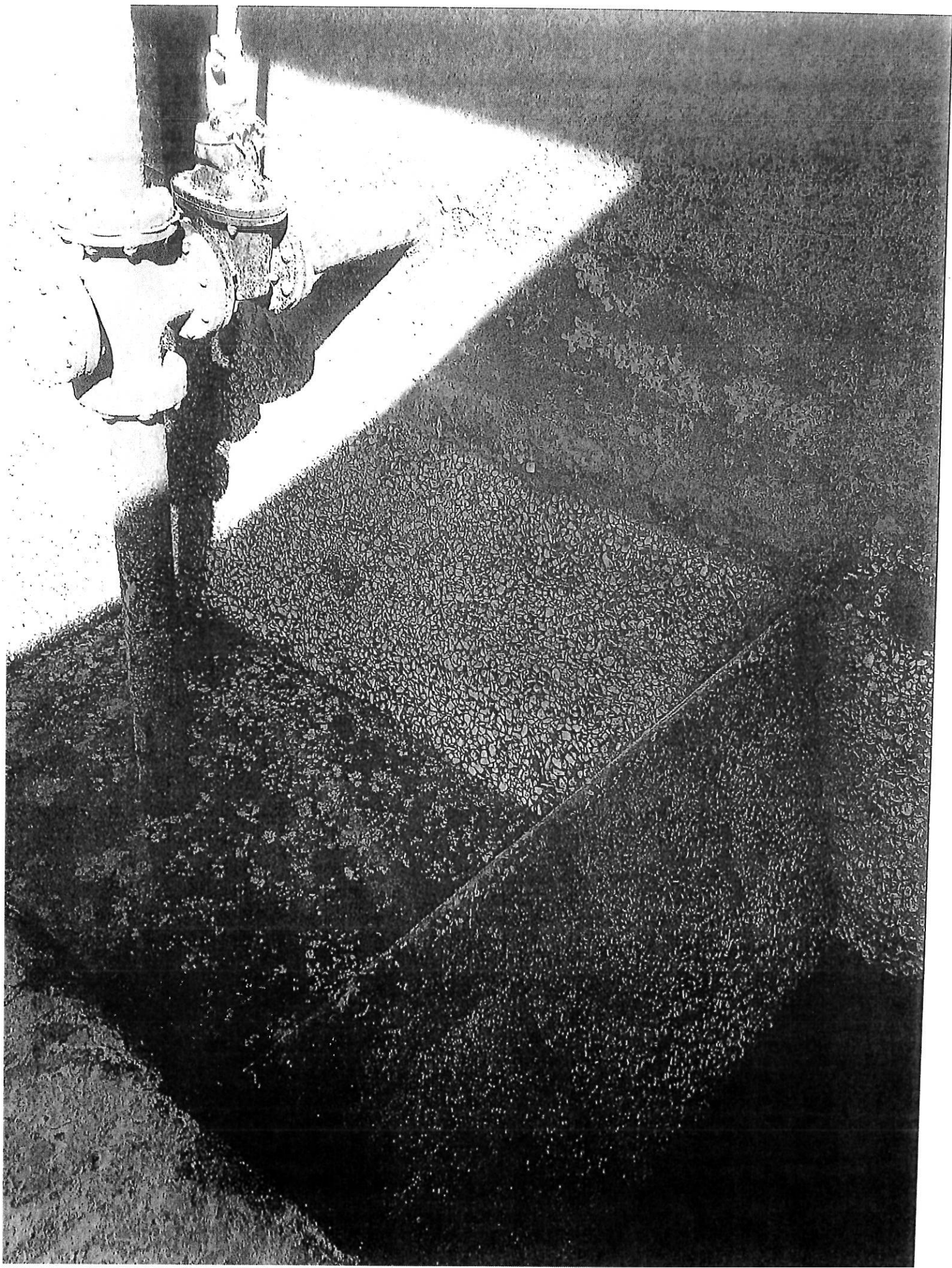


PHOTO 13

