

1 **BILL NO. S-24-02-11**

2 SPECIAL ORDINANCE NO. S-24-24

3 AN ORDINANCE approving SERVICE AGREEMENT  
4 - WATER POLLUTION CONTROL PLANT  
5 HEADWORKS SCREENS - between PARKSON  
6 CORP and the City of Fort Wayne, Indiana, by and  
7 through its Board of Public Works.

8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
9 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

10 **SECTION 1.** That the SERVICES AGREEMENT - WATER  
11 POLLUTION CONTROL PLANT HEADWORKS SCREENS - between PARKSON  
12 CORP and the City of Fort Wayne, Indiana, by and through its Board of Public  
13 Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:



14 REBUILDING OF TWO FINE SCREENS IN THE  
15 PRELIMINARY TREATMENT FACILITY AT THE WATER  
16 POLLUTION CONTROL PLANT;

17 involving a total cost of ONE MILLION THREE HUNDRED SEVENTY-FOUR  
18 THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS - (\$1,374,250.00). A  
19 copy of said Contract is on file with the Office of the City Clerk and made available  
20 for public inspection, according to law.

21 **SECTION 2.** That this Ordinance shall be in full force and effect from  
22 and after its passage and any and all necessary approval by the Mayor.

23   
24 \_\_\_\_\_  
25 Council Member

26 APPROVED AS TO FORM AND LEGALITY

27   
28 \_\_\_\_\_  
29 Malak Heiny, City Attorney  
30 

**WATER POLLUTION CONTROL PLANT HEADWORK SCREENS REBUILD**

Approval of Services Agreement between the City of Fort Wayne and Parkson Corp for WO #77216, Rebuild Water Pollution Control Plant Headworks Screens Rebuild. Compensation for services performed shall not exceed \$1,374,250.00.

APPROVED THIS 23 DAY OF January, 20 24.

BOARD OF PUBLIC WORKS



Shan Gunawardena, Chair




Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:



Michelle Fulk-Vondran, Clerk

Date: 1.23.2024



SERVICE AGREEMENT: WPCP Headworks Screens Rebuild

CONTRACTOR NAME <b>Parkson Corp</b>	CITY DEPARTMENT <b>City Utilities Engineering</b>
STREET ADDRESS <b>1401 W. Cypress Creek Rd, #100</b>	STREET ADDRESS <b>200 E Berry St., Suite 250</b>
CITY, STATE, ZIP CODE <b>Ft. Lauderdale, FL, 33309</b>	CITY, STATE, ZIP CODE <b>Fort Wayne, IN 46802</b>
ATTENTION/ PHONE <b>Richard Musante/814-659-1214</b>	

Service Description	Rates
Rebuild of two (2) Parkson AG-S-T Screen	
Item 2.A - Parkson Certified Factory Rebuild \$628,750.00 each x2	\$1,257,500.00
Item 3 - UltraClean \$58,375.00 each x2	\$116,750.00
<b>Aggregate Price</b>	<b>\$1,374,250.00</b>

The following is made a part of this Agreement:

<b>REQUIRED</b> <input checked="" type="checkbox"/> Proposal (Contractor's Quote dated 8/1/2023)
<b>OPTIONAL</b> <input type="checkbox"/> Retainage <input type="checkbox"/> Performance Bonding <input type="checkbox"/> Bid Bonding <input type="checkbox"/> Maintenance Bonding <input type="checkbox"/> Formal Acceptance Required

This Agreement is entered into between Contractor and the City. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Contractor not less than thirty days prior to the expiration date.

**CONTRACTOR:**

For Independent Contractors: Will any individuals other than yourself perform work on this project? Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="radio"/> If yes, see reverse side for Worker's Comp. requirement.	<b>CITY OF FORT WAYNE:</b>
By (Signature):	By (Signature): See Signature Page
Printed Name: Michael Hill, President/CEO	Printed Name: See Signature Page
Date: January 15, 2024	Date: See Signature Page

## ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF MATERIAL IMPORTANCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services. All warranty claims shall be subject to Supplier's Standard Warranty Terms.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address per Supplier's Proposal. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier under this agreement.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind directly caused by Supplier's performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever. In no event shall Supplier's aggregate liability arising out of, resulting from, or in any way related to this Agreement from any cause(s) exceed the purchase order price. This limitation of liability is cumulative and not per incident. This limitation of liability shall not limit the City's ability to collect on insurance claims actually awarded under the insurance coverage mandated by Section 6, below.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements *
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

\* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:  
City of Fort Wayne Purchasing Department  
200 East Berry Street, Suite 490  
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be the substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** [deleted]
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services and refund all fees paid for materials undelivered or work not completed. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor. Notwithstanding the foregoing, it shall be a condition precedent to the City's right to terminate for cause that the City shall (i) first have given Supplier written notice stating with specificity the reason for the termination ("breach") and (ii) if such breach is susceptible of cure or remedy, a period of ten (10) to cure or remedy such breach, unless such breach cannot be cured or remedied within ten (10) days, in which case the period for remedy or cure shall be extended for a reasonable time provided Supplier has made and continues to make a diligent effort to effect such remedy or cure.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



CORPORATE OFFICE  
 1401 W. Cypress Creek Rd., Ste. 100  
 Fort Lauderdale, FL 33309  
 Phone 954.974.6610  
 Fax 954.974.6182



# Quotation

<b>NUMBER:</b>	B02010861	<b>DATE:</b>	August 1, 2023
<b>TO:</b>	Fort Wayne WWTP 2601 Dwenger Ave. Fort Wayne, IN Attn: Greg Luebke Tel: 260-740-1997 E-Mail: greg.luebke@cityoffortwayne.org	<b>REF.:</b>	Project Name: Ft Wayne, IN Project Location: Ft. Wayne Original Serial #: 200609 & 250084 Rebuild #: N/A Specification Sec.: N/A

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this **Rebuild/Retrofit Quotation** for the following:

**ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN**

# Existing Units: (2) 250084 and (1) 200609  
 Unit #: 25008402, 25008403, 20060902  
 Model: **AG-S-T**

**1.A Existing Equipment:**

**Description**  
 Screen Width: 4'-10.5"  
 Solids Discharge Height: 55.5'  
*[as measured from the bottom of the channel to the discharge point]*  
 Screen Angle: 85 °  
 Screen Opening: 6 mm  
 Application / Industry: Municipal

**Materials of Construction**  
 Elements: high impact polycarbonate alloy  
 Frame: 304 SS  
 Conveyor Chain: 304/410  
 Filter Element Shafts: 304 SS  
 Side Plate: 304 SS



**1.B The following parts are recommended for replacement on one (1) unit:**

<u>Item Description</u>	<u>Quantity</u>
Drive Shaft	1
Rotating Rails	2
Seals - Inside	2
Seals - Outside	2
Seals - Discharge Chute	2
Rails - Lower Guide	Set
Rails - Middle Frame	Set
Rails - Decatenary	Set
Sprocket, Drive - Driven (Main Shaft)	1
Sprocket, Drive - Reducer	1
Sprocket, Drive (Idler)	1
Bushing (Drive - Main Shaft)	1
Sprocket, Brush - Drive (Main Shaft)	1
Sprocket, Brush - Driven (Brush Shaft)	1
Sprocket, Brush (Idler)	1
Bushing (Brush - Main Shaft)	1
Bushing (Brush - Brush shaft)	1
Chain (Drive) w/ master link	1
Chain (Brush) w/ master link	1
Bearings, Take up block (Main Shaft)	2
Bearings, Flanged (Rotating Rails)	4
Bearings, Flanged (Rotating Brush)	2
Bearings, Thrust	2
Nameplates & Labels Set	1
<b><u>Front Seal</u></b>	
Brush, 3" x 20-1/2"	2
Brush, 6" x 20-1/2"	2
<b><u>Screen Assembly Components</u></b>	
Filter Shafts	192
Conveyor Chain	1152
Side Plates	768
Elements	7680
Washers	384
Snap Rings	384
<b><u>Rotating Brush</u></b>	
Brush,*	2
Brush Hubs & Hardware*	4



**1.C The following UC parts are recommended for retrofit on one (1) unit:**

<b>UltraClean TM, 304ss</b>	
Screen Assembly (2 additional shafts)	1
Ultrabrush, 5ft W	1
Brush Shaft, Collar, Bracket, Gasket	1
Hardware	2
Frame Extender Block	4
Reducer, Hyponic 1520, 50:1	1
Motor, 3 HP, CL 1, DIV 1, VM70xxT	1
Local CP, NEMA 4X	1
Roller Chain, #50, 40 P, CS	1
Offset Link, #50, CS	2
Connecting Link, #50, CS	2
Offset Link, #160, CS	2
Connecting Link, #160, CS	2
Spraywash Assembly	2
Bar, Spray Wash	2
Mounting Plate, Gasket and hardware	2
Nozzles	40
Pressure Gage	1
Solenoid Valve, 1.5", Ex-Proof	1
Ball Valve, 1.5"	1
Seal, Upper, Drive shaft	2
Seal, Lower, Drive shaft	2
Seal, Shaft,	2
Seal, Shaft,	2
Seal, Brush Bearing	2
Backing Plate, Brush Bearing	2

**Note: 1- Items with an \* are removed from scope for the Ultra Clean Options.**

**2- All electrical conduits, wire etc. and installations required to install the auxiliary NEMA 4X Control Panel, Solenoid Valve and Brush Motor are the responsibility of the owner.**

**3- NEMA 4X Control Panel to installed in a non-hazardous location**

**4- Owner is responsible to provide 1.5" pipe water line by the Bar Screen, for the connection to the spray system.**



**ITEM 2 OFFERINGS - PURCHASE PRICE**

**2.A Parkson Certified Rebuild at Factory (Per Unit) ..... \$628,750.00 USD**

1. Owner is responsible for removal of unit from channel, thoroughly cleaning, pressure washing, disinfecting and loading the unit on a truck for return to factory, as well as unloading and reinstalling in channel upon return to customer site.
2. Parts mentioned in [1B] above will be replaced.
3. Freight to and from the factory service center is included.
4. Taxes excluded.

**Start-Up Assistance - Included**

Parkson will furnish one factory representative as required to provide start-up, and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

If start-up assistance is *Not Included* above, then Parkson's standard field service rates of \$1,200 per day plus travel and living expenses will apply.

**Notes on Factory Rebuild:**

1. Rebuild will use existing parts listed below unless specifically mentioned above.

- Existing frame
- All existing motors and gear box drives
- Existing filter shafts
- Existing rotating rails (if any)
- All bearings
- All fasteners

2. Rebuild will include:

- Sandblast drive shaft and recoat
- Buff enclosures and covers
- Modify and recoat chain cover
- Sandblast frame and recoat
- Nameplates / labels [as required]
- Test run

3. The reconditioned Aqua Guard screen shall be factory assembled and tested and shall be shipped to the job site fully assembled (motor / reducer may be removed and crated separately for shipment). No field assembly will be required other than mounting the motor / reducer, re-installing the screen (by others), and electrical and control hook up.

**2.B Parkson Certified On-site Rebuild with OEM Parts & Technicians (Per Unit) ..... \$641,250.00 USD**

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning, pressure washing, disinfecting the unit, and reinstalling unit in channel.



- 2. All parts listed in [1B] above.
- 3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
- 4. Removal and reinstallation of the unit in the channel is excluded.
- 5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
- 6. Forklift rental is included
- 7. Taxes excluded.

**Rebuild / Start-Up Assistance - Included**

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,200 per day plus travel and living expenses.

**2.C Parkson Certified On-site Rebuild by Owner with OEM Parts and Parkson Supervision ..... \$595,300.00 USD**

- 1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning, pressure washing, disinfecting the unit, and reinstalling unit in channel. Customer is also responsible for all field work, with supervision of rebuild efforts by Parkson.
- 2. All parts listed in [1B] above.
- 3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
- 4. Removal and reinstallation of the unit in the channel is excluded.
- 5. Work supervised by Parkson certified personnel.
- 6. Taxes excluded.

**Field Service Supervision / Start-Up Assistance - Included**

Parkson will furnish one certified technician as required to supervise rebuild of the unit, provide start-up and operator training. Customer agrees to provide 3 workers to perform rebuild labor during the entire rebuild process. Should they get pulled off the job for other reasons additional charges will be incurred by Buyer. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,200 per day plus travel and living expenses.

**ITEM 3 OPTIONS FOR EXISTING UNITS(S) ONLY**

- 1. UltraClean ..... ADD..... \$58,375.00 USD
  - (a) All parts listed in Section 1C above
  - (b) Add to factory rebuild or full on-site options only.



#### ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

##### 4.A Schedule

- Submittals will be made if the UltraClean is purchased, 4 weeks after receipt of acceptable Purchase Order by Parkson and all questions are resolved.
- Parts availability: 16-22 weeks following receipt of acceptable written Purchase Order. The Parkson Project Manager will coordinate shipment of the unit to and from the factory with the customer for factory rebuilds.
- Field/on-site rebuild will be accomplished within 4 – 6 weeks after parts are delivered to customer, but in no event later than 90 days.
- Rebuild must be completed within 90 days after parts arrive on-site.

##### 4.B Validity:

Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

##### 4.C Payment Terms:

90% net 30 days upon shipment of parts or unit (if factory option) to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

#### ITEM 5 WARRANTY, DRAWINGS & MANUALS

##### 5.A Mechanical Warranty:

1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.
2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

##### 5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- |                        |              |
|------------------------|--------------|
| 1. Approval Drawings:  | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals:       | Not required |

#### TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/AFRM-terms.pdf>



#### **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:**

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.

#### **BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:**

##### **Getting the Unit ready for the Rebuild/Retrofit**

- Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
  1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
  2. Disassembling from adjoining equipment / electrical / controls.
  3. Disconnecting shower water connections and water supply.
  4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
  5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
  6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

##### **Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)**

- Provide a safe work area around the equipment.
  7. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum ¾" plywood and ensure it is properly secured.
  8. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
  9. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.



**Customer must Provide**

- At a minimum a forklift and possibly a crane / hoist.
- Dumpster for all old parts [on-site rebuild only].

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

# CITY UTILITIES

200 E Berry Street, Suite 250  
Fort Wayne, IN 46802



**CITY UTILITIES**  
WATER THAT WORKS

January 18, 2024

City Purchasing Department

RE: WPCP Headworks Screens Rebuild

Sole-Source (standardization) Letter

To Purchasing Director:

The following correspondence is in regard to the Water Pollution Control Plant Headwork Screens Rebuild project.

Parkson Corp. brand Aqua Guard parts and equipment are a critical part of existing infrastructure and are essential for the continued operational resiliency of the Water Pollution Control Plant. These parts and equipment include various chains, shafts, bushings, gears, and other hardware to replace screen components that are past their serviceable life through normal wear. This equipment also includes an updated rotating brush assembly to improve particulate removal from the screens. City Utilities has standardized on Aqua Guard screens for the legacy screen parts and equipment at Water Pollution Control Plant. City Utilities Engineering is recommending to sole source Parkson Corporation for the procurement of the parts, equipment, and rebuild of the Aqua Guard screens for this project.

City Utilities Engineering has reviewed the costs associated with these parts and equipment and finds them to be reasonable.

If you should have any questions, please contact me at (260) 427-2694.

Sincerely,

Chris Ravenscroft, P.E.

Enclosed: Parkson Sole Source Letter

cc: Zachary Schortgen  
Matthew Wirtz



**CITY UTILITIES**  
WATER THAT WORKS

[utilities.cityoffortwayne.org](http://utilities.cityoffortwayne.org)



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:** Chris Ravenscroft  
**Company:** City of Fort Wayne, IN  
**Tel:** 260-427-2694  
**Fax:**  
**Email:** chris.ravenscroft@cityoffortwayne.org  
**# Pages:** 1  
**Subject:** Product – Parkson Aquaguard Element Screen  
Serial Number 250084 & 200609

**Date:** November 22, 2023  
**From:** Richard Musante  
**Tel:** 814-659-1214  
**Fax:**  
**Email:** rmusante@parkson.com  
**Cc:** Lance Gaffin - HPT

---

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 parts.

*Please note that this letter is valid as of the date of the letter. Reconfirmation should be obtained after a period of six (6) months from the date hereof.*

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Parkson Corporation

Fort Lauderdale ♦ Chicago ♦ Kansas City ♦ Denver

www.parkson.com  
technology@parkson.com

Rev 6 AF-008

# Interoffice Memo

Date: February 6, 2024  
To: Common Council Members  
From: Michael Kiester, Manager, City Utilities Engineering  
RE: **Water Pollution Control Plant Headworks Screens  
77216**

*Michael Kiester*  
2-6-2024

Council District – N/A

This ordinance is for a Service Agreement for the rebuilding of two fine screens in the preliminary treatment facility at the Water Pollution Control Plant with Parkson Corporation. Parkson Corporation is the original manufacturer of the fine screens in the facility. Parkson is the is only provider of parts for this equipment and has the expertise to rebuild the equipment. The agreement is for \$1,374,250.00.

Implications of not being approved:

The Water Pollution Control Plant treats an average of 50 million gallons per day of wastewater with the capacity to treat up to 100 million gallons. These fine screens remove trash, debris, and solids from the influent flows to protect the all the downstream equipment at the facility. The existing screens have reached their expected life and have increased maintenance due to wear.

If Prior Approval is being Requested, Justify: N/A

Council Introduction Date: 02/13/2024

CC: Matthew Wirtz  
Jill Helfrich  
File

**BILL NO. S-24-02-11**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**February 27, 2024**

***Paul Ensley Chair***

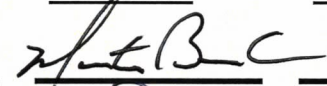

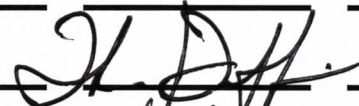


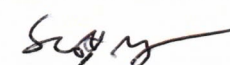
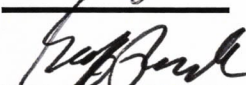

***Russ Jehl Co-Chair***

***All Council Members***

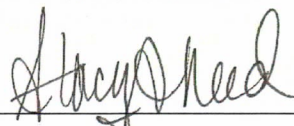
An Ordinance approving Service Agreement – Water Pollution Control Plant Headworks Screens - between Parkson Corp and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$1,374,250.00*

**COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>BENDER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

**STACY REED  
DEPUTY CITY CLERK**

  
\_\_\_\_\_

Public Hearing Date: N/A

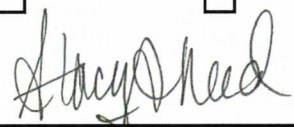
Read the first time in full and on motion by Councilperson Ensley.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Jehl, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: February 27, 2024

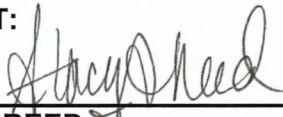


STACY REED, DEPUTY CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. S-24-02-11 on the 27th day of February, 2024

ATTEST:

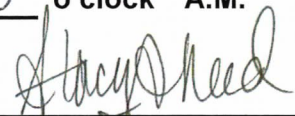


STACY REED  
DEPUTY CITY CLERK



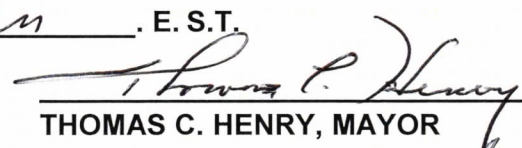
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th of February 2024, at the hour of 9:10 o'clock A.M. E.S.T.



STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 1<sup>ST</sup> day of MARCH 2024, at the hour of 9:30 o'clock AM E. S.T.



THOMAS C. HENRY, MAYOR

