

RESOLUTION NO. 24-116

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A UV-4200 PROCESS ANALYZER FOR THE UTILITIES DEPARTMENT FROM CHEMSCAN, INC. IN THE TOTAL AMOUNT OF \$60,990.00.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and execute on behalf of the City that certain proposal from Chemscan, Inc. for the purchase of a UV-4200 process analyzer for the Utilities Department in the total amount of Sixty Thousand Nine Hundred Ninety Dollars and No Cents (\$60,990.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 11th day of April 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



ChemScan[®] Budget Proposal

ChemScan, Inc. (the Company) agrees to sell and deliver to the purchaser and the purchaser agrees to buy and accept from the Company the ChemScan products and services as described in this proposal.

Log No.:
Q-114007

Proposal Date:
February 27, 2024

Project Name:
PCB - UV-4200

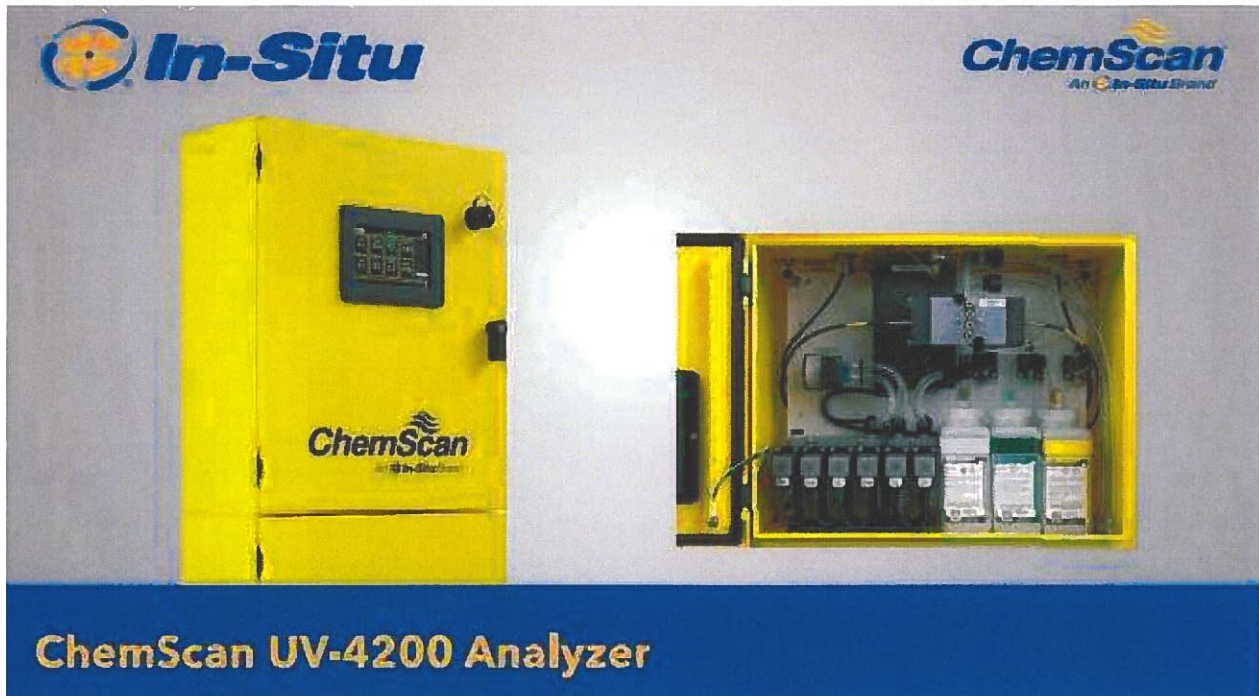
Bid Date:
TBC

Submitted to: City of Panama City Beach
Albert Bock
200 N Gulf Blvd
Panama City Beach, Florida 32413
Phone: (850)628-1664
Email: albert.bock@pcbfl.gov

Factory: ChemScan, Inc.
2325 Parklawn Drive, Suite I
Waukesha, WI 53186
Phone: (262) 717-9500

ChemScan Contact: Alex Krapas
Regional Sales Manager-Process
Phone: (262) 290-3831
Email: akrapas@chemscan.com





ChemScan UV-4200 Analyzer

FOR ON-LINE, REAL-TIME WATER ANALYSIS

The ChemScan UV-4200 Analyzer provides operators with timely process chemistry measurements. The analyzer provides data to ensure proper control of nutrient, disinfection and other dissolved chemical treatment processes. This reduces the need for frequent manual sampling or laboratory analysis while producing the best water quality.

The ChemScan UV-4200 is equipped with a Graphic User Interface built to handle the challenges of a municipal/industrial environment. The display simplifies navigation making the analyzer user friendly. Large display numbers allow the operator to view current parameter values at a glance. And maintenance and troubleshooting videos can be accessed and viewed on the display.

BENEFITS

- Ensure process conformance
- Control energy and chemical costs
- Confirm plant compliance in real time
- Improve process performance
- Keep reagent and maintenance costs low

Advanced sample handling and conditioning accessories provide reliable operation in challenging process applications while minimizing maintenance. These include both at-process and centralized pump systems.

AVAILABLE PARAMETERS

- Nitrate
- Nitrite
- Ammonia (NH₃+NH₄)
- Phosphate
- UV % Transmittance
- And others.

ANALYZER FEATURES

- Simple to use and maintain
- Designed for the harsh in-plant operation environment
- Reagent-assisted, multiple-wavelength UV absorbance technology ensures accuracy across varying water conditions
- Clog-proof, internal, multi-sample line manifold
- Automatic zero and cleaning eliminates electrical/optical drift and flow cell-fouling
- Benign, inexpensive reagents
- No ion-specific electrodes to clean or replace
- Multiple data communication options with plant SCADA.

INTERFACE FEATURES

- Industrial hardened interface
- Local data visualization for simplified use
- Auto fault detection, auto recovery
- Graphic representation of system operation
- Multiple user levels; log of user changes
- Recovery to factory default setting
- Upgradeable via USB port

UV-4200:

- Item 1: Wall-Mounted ChemScan Model UV-4200 Process Analyzer for WasteWater Effluent or Raw Drinking Water applications, including, main power connection, control circuit board, network communications board and associated software for instrument control, internal memory with lithium battery backup, light source module, spectrograph module with 256 element array detector and cabinet mounted touchscreen graphical HM and USB port. Flow-cell module consisting of extended path-length, injection-type flow-cell, reagent injectors, internal manifold including auto zero and clean functions, with the capability of analyzing up to one (1) sample stream, additional calibration (grab-sample) port, peristaltic analyzer pump for zeroing and cleaning solutions plus grab samples and NEMA-3R enclosure.
- Item 2: NEMA-4 Electronics module enclosure and NEMA-3R lower enclosure for Reagents and pumping array.
- Item 3: 120 VAC Input required - Analyser will provide 24VDC to external EIE communication module.
- Item 4: Wall mounted ChemScan Electrical Interface Enclosure (EIE) including NEMA-4X FRP enclosure, systems communication module and 8 analog (4-20mA) outputs.
- Item 5: None - Wall
- Item 6: Flowcell - 13 mm x 10 mL
- Item 7: ChemScan UV Series Parameter Ammonia (NH3-N) (0.2-20 mg/L)
- Item 8: ChemScan UV Series Parameter Nitrate (NO3-N) (0.1-30.0 mg/L)
- Item 9: ChemScan UV Series Parameter Nitrite (NO2-N) (0.1-5.0 mg/L)
- Item 10: ChemScan UV Series Parameter OrthoPhosphate (PO4-P) (0.05-5.00 mg/L)
- Item 11: Sample Line - 1
- Item 12: Waste Water - None
- Item 13: Sample Tubing, 15m (50 ft), 3/8 in OD
- Item 14: Sample Line - 2
- Item 15: Waste Water - None
- Item 16: Sample Tubing, 15m (50 ft), 3/8 in OD
- Item 17: Reagent Kit, Startup, UV-Series Wastewater, Phosphate and Ammonia
Field Service Includes: On-Site Commissioning, Start-Up and Calibration of the system (Electrical and Plumbing Installation by Others), Operation and Maintenance
- Item 18: Training - 4 hours, Recipe instructions to allow on-site preparation of reagents where required.
- Item 19: Includes all Field Service travel expenses

Price: UV-4200: \$60,990.00

Notes:

1. Mount Analyzer indoors or in sheltered location, no direct sunlight. Sunscreens or shelters, if required are by Others, unless specifically offered above. Operating temperature range shall 41°-95° (preferred) ambient, (113° F maximum) and 50°-140°F (10°-60°C) for sample liquid.

2. Refer to the Analyzer and/or Sample Accessory Technical Specification for the appropriate sample pressure and flow requirements.
3. For ChemScan UV-Series Analyzers, UL, CSA or third party NRTL listing is not provided in the price stated in this proposal. If required, an adder price for all systems to be field inspected or inspected at the factory in Waukesha, WI shall be provided upon request.
4. Owner/Contractor shall provide a minimum of four weeks' notice before start-up for chemical reagents shipment to plant site. The Company will provide a pre-startup checklist in advance to be completed by the Owner/Contractor after installation and returned with several photos of the installation. A ChemScan Service Associate will coordinate with the Owner/Contractor to schedule a start-up date to coincide with process stabilization, project schedule and ChemScan Service availability
5. Only equipment and services included in this proposal shall be supplied. Additional equipment and services are available for additional cost. Consult Factory for adders.
6. Storage: ChemScan UV-Series Analyzers and related equipment is typically shipped in wooden crates with engineered, poly-foam packaging, suitable to protect the equipment during transportation to the installation site. The equipment should remain crated until the time of installation to protect the equipment from damage and reduce the chance of misplacing components. Store the crated equipment in a sheltered location protected from precipitation and within a temperature range of 35°F and 110°F (2°-43°C). Store the crate(s) in an area protected from precipitation if reuse (for storage or transport) is expected.

Exclusions: This quote is for ChemScan's standard offering of products, accessories, consumables, submittals, documentation, training, and service. Any additional requests or requirements, whether verbal or included in an external document, that are beyond ChemScan's standard offering, as expressly described above, are not included in ChemScan's scope of supply or pricing.

The following items are not furnished under this proposal unless specifically listed in the product description: Installation labor; mounting hardware or anchor bolts; analyzer shelters or sunscreens; electrical connections and/or power wiring; UPS, Lightning or Surge protection; connection to or interface with external data logging, recording, alarm, control or SCADA devices; sample lines, including any necessary valves, manifolds, flow or pressure regulators, heat trace or insulation; control algorithms for process equipment or systems; actuators or chemical feed systems for external processes or systems; or spare parts for ChemScan instruments.

Price Policy: This price assumes that an acceptance of this offer or a valid purchase order will be furnished to ChemScan within 60 days of the date of this proposal, that ChemScan will furnish a submittal package for approval within 30 days following receipt of a valid order and that an approved submittal package and authorization to fabricate will be returned to ChemScan within 30 days after submission for approval.

If the order date or submittal approval date is later than the time period shown above, ChemScan reserves the right to adjust the price and/or delivery date for the items to be furnished under this proposal and any resulting agreement.

Submittals: ChemScan shall supply electronic copies of standard Submittal. Any requirements outside standards may be satisfied for additional compensation. Example of Standard Submittal for similar

Analyzer is available upon request. Job specific Operation and Maintenance manuals will be furnished during on-site operator training. The submittal package will include the following items:

1. Outline drawing of ChemScan® Process Analyzer system and accessories manufactured by ChemScan.
2. Top-level schematics and wiring diagrams showing ChemScan® power and data connections.
3. Installation instructions showing mounting and sample line connection details.
4. Equipment specifications for ChemScan® instruments and accessories.
5. Manufacturer's literature for ancillary items not manufactured by ChemScan but furnished with the ChemScan® system.

Terms: 20% upon presentation of submittal package for approval.
70% upon shipment of ChemScan® instrument and accessories.
10% upon startup or 60 days from date of shipment, whichever occurs first.

NOTE: Warranties shall apply only if payment is made in full and in conformance to the above schedule.

The above pricing is expressly contingent upon the items in this proposal and are subject to the Standard Terms and Conditions of Sale detailed herein.

Unless other terms are specified, all payments shall be in United States dollars, and pro rata payments shall become due as deliveries are made. If delivery is delayed by Purchaser, date of readiness for delivery shall be deemed to be date of delivery for payment purposes. If manufacture is delayed by Purchaser, a payment shall be made based on purchase price and percentage of completion, balance payable in accordance with the terms as stated.

Cancellation: Prior to Shipment - In the event that Purchaser cancels the order prior to shipment of the instrument and accessories, all amounts previously paid by Purchaser shall be retained by ChemScan. Purchaser may be responsible for payment of a cancellation fee equal to 20% of the total purchase order if no prior payments have been made. ChemScan will invoice Purchaser within 10 days of cancellation and Purchaser shall pay the invoice within 20 days.

Shipping: 60 days or less after delivery date confirmed by ChemScan.

Delivery: FOB factory, freight allowed to jobsite.

Validity: This proposal is valid for a period of 60 days from the date of the proposal shown above.

STANDARD TERMS AND CONDITIONS OF SALE

1. Terms

Delivery to the transporting carrier shall constitute delivery to the Purchaser and title shall pass at that point, except that a security interest in the product(s) shall remain in ChemScan, Inc. (Company) regardless of mode of attachment to realty or other property, until the full price has been paid in cash. The Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

Partial shipments may be made and proportionate payments shall become due and payable on partial shipments. Company shall select method of transportation and route. When delivery terms are FOB destination or freight allowed to destination, "destination" means common carrier terminal point (within the continental United States, excluding Alaska and Hawaii) nearest the final destination.

The target shipment date is subject to change due to delay on the part of the Purchaser in supplying the Company with necessary data or any changes therein at the Purchaser's instance, and to delays caused by fires, floods, strikes, accidents, civil or military authority, delays by suppliers of material and any other cause beyond the Company's reasonable control. Delay in delivery for any cause shall in no event subject the Company to any special or consequential damages.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the payment terms specified, Company may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture or payment in advance of shipment, or may, if shipment has been made, recover the product(s) from the carrier.

If payments are not made in conformance with the terms specified herein, the contract price shall, without prejudice to the company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

A credit card processing fee of 4% will be added to any orders paid by credit card exceeding \$5,000.

Taxes - Any applicable Duties or Sales, Use, Excise or similar taxes will be added to the price and invoiced separately (unless acceptable exemption certificate is furnished).

Cancellation After Shipment – In the event that Purchaser cancels the order following the shipment, Purchaser shall pay to Company the full amount of the price set forth in this agreement.

The cancellation fees set forth above shall be deemed to be liquidated damages and not a penalty, the parties acknowledging that actual monetary damages that may be incurred by Company in the event of cancellation by Purchaser are very difficult to ascertain.

2. Warranty

The Company warrants the product(s) on date of delivery to Purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

There are no warranties, express or implied, except the foregoing. The provisions in specifications hereto attached, if any, are descriptive. There is no warranty as to the performance of the product(s) except as may be set forth in a separate performance warranty attached to this proposal.

The foregoing warranties are expressly conditioned upon the ambient operating temperature at no time exceeding 120oF. If temperature at any time shall exceed 120oF, all warranties shall be null and void and the Company shall have no responsibility or liability with respect to the product(s).

The Company shall not be responsible for the deterioration of any kind of the product(s) to corrosion, erosion, or any other cause, regardless of when such deterioration occurs after leaving the Company's premises.

Any item of the product(s) which has not been manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT. THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR CLAIM IN TORT OR CONTRACT IS AS STATED HEREINAFTER.

IF PAYMENTS ARE NOT MADE ON TIME AND IN FULL, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

IF THE PRODUCT(S) ARE NOT INSTALLED, OPERATED AND MAINTAINED IN CONFORMANCE WITH THE COMPANY'S INSTRUCTIONS, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

If, within one year from the date of initial operation, but not more than 18 months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and that such defect interferes with the mechanical operation of the product(s), and promptly notifies the Company in writing thereof, the

Company shall remedy such nonconformance (but only if the Company, in its sole judgment, determines that such item or product(s) was not as warranted and that such defect interferes with the mechanical operation of the item or product(s), and in the event of a dispute, the Company's decision shall be final) by, at Company's option, adjustment of the purchase price or furnishing or repairing, depending upon which alternative is most in accord with scientific or engineering principles, without charge, FOB origin, a similar part to replace any part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The Company shall have the option of requiring the return of the product(s), transportation prepaid by purchaser, to establish the claim, or to make repairs or replace parts, or both. No allowance will be made for repairs or alterations unless made with the Company's consent or approval. Company will not be responsible for work done, apparatus furnished or repairs made by others, without prior authorization by the Company.

Replacement parts furnished by the Company shall be warranted as new parts are herein warranted. The same conditions and limitations with respect to the repair or replacement of such replacement item or product(s), as apply to new product(s), shall apply to such replacement parts. Company shall have the right of disposal of parts replaced by it. Unused spare or replacement parts may be returned FOB factory for credit less a 25% handling and restocking charge.

Company's liability to Purchaser relating to the product(s), whether in contract or in tort, arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to adjusting the purchase price or correcting the product(s) and under the conditions as aforesaid. The Company shall not be liable for any special or consequential damages resulting in any manner from the furnishing or use of the product(s), whether in connection with any erosive or corrosive gases or liquid or otherwise.

3. Patents

Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result or incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respects to patents.

4. Confidential Information and Improvements

Purchaser will keep confidential and will not use or reproduce any information received from Company in connection with the Proposal or the use, operation nor maintenance of the product(s) except with the written consent of Company. Purchaser will not copy or otherwise reproduce any written or printed material or drawings furnished to Purchaser by Company in connection with the product(s). Purchaser will return all such material to Company if the Proposal is not accepted. Purchaser will not copy the product(s) or make any design drawings of the product(s) and will not permit others to copy or make design drawings of the product(s). Company shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by Purchaser or its employees.

5. General

Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

The laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other document specifically referred to as being a part thereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent to the other party.

Maintenance Agreement; Authorized Contracting Party

1. Purchaser acknowledges that where this contract contains In-Situ Care Plans and where the Purchaser is not the ultimate beneficiary of those agreements, the products subject to this contract must be covered by a prepaid, 3-year maintenance agreement (a copy of which is included with this quote/proposal).
2. In the event that the products subject to this contract were obtained by Purchaser on behalf of an end-user customer (including by acting as prime contractor or subcontractor engaged to complete a larger project on behalf of the end-user customer), Purchaser acknowledges that Purchaser must, within ten (10) days of acceptance of this quote/proposal by Purchaser, either (i) obtain the end-user customer's signature on the Maintenance Agreement or (ii) if specifically authorized by the end-user customer, execute the Maintenance Agreement on behalf of the end-user customer and deliver to the end-user customer a copy of the Maintenance Agreement.
3. In the event that Purchaser is executing Maintenance Agreement on behalf of the end-user customer, Purchaser represents and warrants that it has the full right and authority to bind the end-user customer to the terms of the Maintenance Agreement and will inform the end-user customer that the fees pursuant to the Maintenance Agreement have been prepaid and that the Maintenance Agreement is non-cancellable and the fees are non-refundable.