

FIRST READING: 5.22.23

SECOND READING: 6.5.23

THIRD READING: 6.12.23

ORDINANCE NO. 42-23

BY: CHRISTINA MORRIS

AN EMERGENCY ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO PURCHASE EQUIPMENT AND REPAIR SERVICES FROM HUBER TECHNOLOGY, INC. FOR THE ROCKY RIVER WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$78,000 AS FURTHER DESCRIBED IN EXHIBIT A

WHEREAS, The City of Rocky River has determined a need to purchase equipment and repair services to perform repair on a mechanical bar screen which is essential to maintain plant compliance; and

WHEREAS, The WWTP Superintendent is requesting the purchase of materials and services to repair existing Huber Technology bar screens which are unique to the screens currently in place; and

WHEREAS, The WWTP Superintendent is requesting the purchase in the quoted price from Huber Technology Inc. in a not to exceed of Seventy-Eight Thousand, and 00/100 Dollars (\$78,000), with prices for said services further described in Exhibit "A"; and

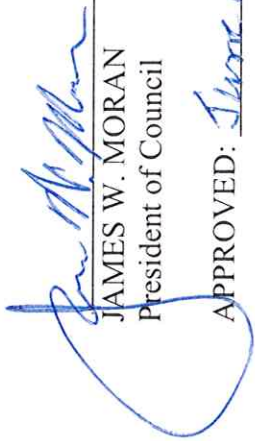
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Director of Public Safety Service is hereby authorized to purchase electrical services from Huber Technology, Inc. 1009 Airlie Parkway, Denver, NC 28037, for the Rocky River Wastewater Treatment Plant at a total cost not to exceed Seventy-Eight Thousand Dollars, and 00/100 (\$78,000) as further described in Exhibit "A".

SECTION 2. That the purchase shall be paid from the Wastewater Treatment Plant Capital Fund or Utility Fund.

SECTION 3 That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety and for the further reason that services referred to above must be expedited in order to comply with NPDES and funding source requirements, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 12th, 2023


JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: June 12th, 2023

APPROVED: June 12th, 2023

ATTEST:


SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
Mayor

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation or certification now outstanding.


MICHAEL THOMAS, CPA,
Director of Finance

Billing Address

City of Rocky River, Ohio
21012 Hilliard Boulevard
Rocky River, Ohio 44116
UNITED STATES

Delivery Address

City of Rocky River, Ohio
21012 Hilliard Boulevard
Rocky River, Ohio 44116
UNITED STATES

OFFER:

71013083 / V1

Your Reference:

Rocky River OH 288433

Date printed:

5/1/23

Our Reference:

Lindsay Barnes

Your Reference:

Phone:

+1-704-990-2050

Email:

lindsay.barnes@hhusa.net

Customer No.:

126744

All parts in stock unless otherwise indicated below.

Customer is responsible for the following prior to Huber's technician arrival:

- (1)Removal of Huber machine from channel,
- (2)Pressure washing of machine, and
- (3)Providing lifting equipment.

Failure to do so will result in additional charges of \$1,000 per day Huber is onsite.

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	2.00	pcs	703982 chain DIN 8168 MC112 p125 D70 b1 32 L7750	10,483.62	20,967.24 0%
20/1	2.00	pcs	703983 chain DIN 8168 MC112 p125 D70 b1 32 L2000	2,554.85	5,109.70 0%
30/1	2.00	pcs	508731 angle 75/ 35/ 4x 578 3x11x11	249.91	499.82 0%
40/1	2.00	pcs	400865 bearing seat 60/220x 94,5 6xbo13	2,994.59	5,989.18 0%
50/1	2.00	pcs	703405 flange bearing UCFC212 ZP 60 d60 bo135 BC160	160.74	321.48 0%
60/1	1.00	pcs	10124634 RakeMax/EscaMax Lower Bearing Assembly	5,376.00	5,376.00 0%
70/1	2.00	pcs	507142A chain wheel MC112 D70 d140 z8 p125 t28,8 6xbo13	1,735.81	3,471.62 0%
80/1	2.00	pcs	507164A chain wheel split MC112 D70 d140 z8 p125 t28,8 6xbo13	1,700.83	3,401.66 0%
90/1	2.00	pcs	288433-290122	1,898.53	3,797.06

Offer: 71013083
Date printed: 5/1/23
Page: 2 (8)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
100/1	2.00	pcs	track way 288433-290121 track way	1,760.12	3,520.24 0%
110/1	2.00	pcs	288433-490100 track way	1,086.00	2,172.00 0%
120/1	2.00	pcs	508563 ring 60/ 95x 3	10.07	20.14 0%
130/1	2.00	pcs	508564 round blank 59x 6.0 2xsh13x10.5	41.14	82.28 0%
140/1	2.00	pcs	508565 round blank 95x 8.0 2xbo10.5	57.87	115.74 0%
150/1	2.00	pcs	704551 connecting link p125 DIN8168	145.20	290.40 0%
160/1	6.00	pcs	700525 cap screw DIN 6912 M12x 80	8.24	49.44 0%
170/1	6.00	pcs	702689 hexagon bolt DIN 933 M12x 90	3.86	23.16 0%
180/1	6.00	pcs	702839 hexagon nut DIN 934 M12	1.20	7.20 0%
180/2	30.00	pcs	702839 hexagon nut DIN 934 M12	1.20	36.00 0%
190/1	30.00	pcs	702426 washer DIN 125 A13.0	0.64	19.20 0%
200/1	24.00	pcs	702833 hexagon bolt DIN 933 M12x 55	1.64	39.36 0%
210/1	1.00	pcs	10000002 Freight (Tools/Parts)	1,200.00	1,200.00 0%
210/2	1.00	pcs	10000002 Labor (2 techs, 32hr each)	17,272.00	17,272.00 0%
Total net				USD 73,780.92	
Including Sales Tax				USD 0.00	
Total gross				USD 73,780.92	

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

Valid for: 30 days
Delivery: prepaid and add
Payment terms: Net 30 days

HUBER Technology, Inc.
1009 Airline Parkway • Denver, NC 28037
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com



Offer: 71013083
Date printed: 5/1/23
Page: 3 (8)

Best regards

Lindsay Barnes
Huber Technology, Inc.

HUBER Technology, Inc.
1009 Airline Parkway • Denver, NC 28037
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

Offer: 71013083
Date printed: 5/1/23
Page: 4 (8)

Aftermarket Sales & Service Rates 2023

Field Service Base Rates

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

Training

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

Travel

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

Manufacturing/Engineering Services in house

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

Premium Rates

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

Expenses

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

Fees

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

Cancellation Charges

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

Offer: 71013083
Date printed: 5/1/23
Page: 5 (8)

Aftermarket Sales & Service Rates 2023

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

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

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

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

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

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

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

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

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

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2023

Hazardous Locations.

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

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

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

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

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

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

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

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

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

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

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

Offer: 71013083
Date printed: 5/1/23
Page: 6 (8)

Warranty and Returns Policy & Instructions

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

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

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

Or

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

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

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

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

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

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

Return of New Wear or Spare Parts:

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

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

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

• Exception:

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

Offer: 71013083
Date printed: 5/1/23
Page: 7 (8)

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

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

Offer: 71013083
Date printed: 5/1/23
Page: 8 (8)

Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

• In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830.

Huber reserves the right to inspect in person even if a digital image is provided as outlined above.

• If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.

• The Aftermarket Team will validate the warranty claim for the defective part.

• If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.

• The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.

• When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

• ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.

• UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).

• UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

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

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

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

HUBER Technology, Inc.
1009 Airline Parkway • Denver, NC 28037
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com