

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Rochem Service and Support Agreement

DATE: August 7, 2024

- RECOMMENDATION
- POLICY DISCUSSION
- STATUS REPORT
- OTHER

BUDGET INFORMATION:

ANNUAL- \$23,500.00 Leachate Treatment 540-480-52167
CAPITAL-

PRESENTED BY:

COMMISSION ACTION REQUESTED ON: 8-19-24

PURPOSE: This is an annual service and support agreement for your review and approval between Rochem Americas and the Habersham County Landfill.

BACKGROUND / HISTORY: This agreement is, for the most part, self-explanatory. I would point out that the Leachate Treatment Plant must always be kept in peak operating condition since it is the vital component in the proper disposal process of leachate water generated by existing solid waste.

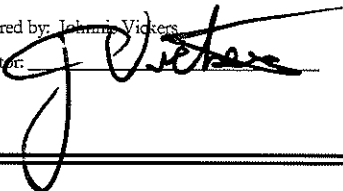
FACTS AND ISSUES: Rochem Americus is a sole source provider for service and maintenance of the Leachate Plant at the Habersham County Landfill.

OPTIONS:

- 1) Approve recommendation for Rochem Americas Service and Support Agreement
- 2) Deny recommendation
- 3) Commission defined alternative

4) RECOMMENDED SAMPLE MOTION: Consider/Approve annual service agreement between Rochem Americas and Habersham County.

DEPARTMENT:

Prepared by: Johnnie Vickers
Director: 

ADMINISTRATIVE COMMENTS:

DATE: _____

County Manager



ROCHEM AMERICAS

426 30th St.
Hermosa Beach, CA 90254
Tel +1 (310) 374-0202
rochem@rochemamericas.com
rochemamericas.com

Mr. Johnnie Vickers
Habersham County Landfill
4900 Dicks Hill Parkway
Mount Airy, GA, 30563

July 29, 2024

Service and Support Agreement

Customer: Habersham County Landfill
4900 Dicks Hill Parkway
Mount Airy, GA, 30563

Vendor: Rochem Americas, Inc.
426 30th Street
Hermosa Beach, CA 90254

Scope

Vendor will provide quarterly on-site maintenance call and telephone support, with service and training as detailed in this agreement. The on-site maintenance call consists of a number of scheduled visits performed by a Vendor Service Engineer or Technician. These maintenance calls are for ongoing support of the Rochem provided leachate treatment system.

Services Provided

During each maintenance call, the following activities may be performed:

- Visual inspection of the entire system;
- Basic water analysis (conductivity, pH, temperature);
- Logging of Operating Parameters;
- Scheduled service of pump, valves and gauges supplied with the system;
- Scheduled service of filters (multimedia, cartridge, deacidification);
- Cleaning of membranes (if necessary);
- Inspection of electrical controls, control panels, and components
- Removal and installation of parts requiring replacement service (with customer provided shelf spare parts);

Instruction to operating staff as required;
Troubleshooting as required; and
Other services as requested as time allows.

Performance while on site

Vendor personnel will adapt, as much as possible, to the working schedule of the customer. All work will be performed in a workman like manner. While on the Customer premises, all Vendor personnel shall comply with applicable Customer rules and procedures and shall work courteously with Customer personnel.

Standard of Care

In providing these maintenance calls, Vendor will act in accordance with the highest business and ethical standards and will exercise the same degree of care and provide the same level of quality, responsiveness, and timeliness as would be provided by an independent service company.

Resources

Vendor will provide the maintenance either through its own resources, those of its subsidiaries or affiliates, or through contract with other companies. Vendor warrants its personnel have the experience, knowledge, training, and skill required to provide the services.

Additional Services

The maintenance calls covered under this service agreement are intended to allow for normal system service and operational support with some limited troubleshooting and operator training as required. Vendor will be pleased to offer other services relating to the system including repair/replacement of pumps, membranes and other components as well as control system troubleshooting and repair. All of these services can be performed on an as needed basis while the technician is on site. If the services requested cannot be performed during the regularly scheduled one-day maintenance call, Customer will be billed for the additional labor and per diem charges. Replacement or additional parts, including but not limited to, pumps, membranes, and other components, shall be additional charges.

Service Materials

All materials, cleaners, repair kits, and spares required to properly service the system will be billed to Customer unless provided from Customer stock.

Service Report

A detailed Service Report will be provided to the customer after each maintenance call. The report will include:

Services performed;
Inventory of consumables on hand;
Explanation of the condition of the system;
Recommendations, if any, regarding system performance; and
Recommendations, if any, regarding inventory of spares and consumables.

Maintenance Calls

This proposal is based on 4 scheduled maintenance calls (one per quarter) during the year of the agreement. Each scheduled maintenance call is based on round trip travel time, per diem and one (1) workday at Customer site. Vendor is not liable for any consequential or incidental damages, including loss of profits, for any service calls provided to Customer.

Telephone Support

Vendor will supply a reasonable amount (up to 50 hours per year) of telephone support as part of the base rate for this agreement. There will be no additional billing for this telephone support.

Service Charges

The billing for these maintenance calls under this agreement will be based on the current published Rochem Service and Consumable Price List (see the attached price list below). Customer will be advised at least 60 days prior to the modification date of changes to the published price list. The price list will be adjusted every 12 months.

The maintenance call time is based on an 8-hour working day. Each maintenance call will be billed in full-day increments, and at the current daily rate.

To allow better budgeting, Vendor is offering a flat rate fee of \$23,500.00 hereafter "Initial Base Fee") for the four (4) scheduled maintenance calls for this agreement. This fee includes one day of labor, two (2) days of travel time, travel costs, per diem, and other service visit related expenses. The maintenance call will be billed in advance in quarterly installments of \$5,875.00. The flat rate fee will be adjusted for future years when the agreement is renewed.

If a maintenance call requires additional time beyond the base one (1) day, each additional day will be billed, along with the associated per diem charge, after the conclusion of the visit. If a maintenance call requires additional travel costs for the technician coming from another location, the travel costs will be billed in addition to the standard flat rate service fee (see below). Travel and per diem will be billed at cost.

After each maintenance call, an additional invoice may be generated to cover items not covered under the base charge for the service contract. These charges may include, but are not limited to:

- Parts and chemical used that were not available in the customer stock;
- Additional service days beyond the number included in the base charge; and
- Additional per diem charges.

In case of interruption or delay in the work not due to any fault of Vendor that requires the withdrawal of Vendor personnel, the resulting labor and travel costs will be charged. In case of interruption or delay in the work caused by Vendor that requires withdrawal of Vendor personnel, the resulting labor and travel costs will not be billed to Customer.

All invoices issued under this agreement will be due Net 30 days. Invoices that are past due will be assessed a 5% monthly late fee.

Duration of Agreement

This agreement will begin the first of the next month after the agreement is signed by both Vendor and Customer and shall remain in effect for a term of 12 months (hereafter "Initial Service Period") After the Initial Service Period, this Agreement automatically renews for another year with a 30% increase of the Initial Base Fee unless a new agreement is entered into by the parties or notice of termination of renewal is provided by either party 30 days before the Initial Service Period expires. Upon termination of this Agreement, all invoices and expense reimbursements are due and payable forthwith.

Jurisdiction and Applicable Law

In the event of a dispute, including unpaid invoices, Vendor and Customer agree that the proper choice of forum shall be Los Angeles Superior Court, State of California and the applicable choice of law shall be California law. The prevailing party shall be entitled to their attorneys' fees and cost.

Severability

If any provision of this Agreement is found to be unenforceable or invalid, the remaining terms shall still be enforceable. The unenforceability or invalidity of any provision will not affect the enforceability or validity of any other provision of this Agreement.

Entire Agreement



This is a fully integrated agreement that contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this agreement will be binding on the parties. This Agreement supersedes any and all prior agreements and can only be amended or otherwise modified by means of a separate writing signed by the Parties.

EXECUTION OF SERVICE AGREEMENT

BUYER:

Habersham County Solid Waste hereby agrees to the terms and conditions of service agreement.

Name

Title

Date

Mailing Address

Email

SELLER:

Rochem Americas, Inc. hereby agrees to the terms and conditions of service agreement.

Bernie Rieder

07/29/2024

C. Bernard Rieder, General Manager

cc: File
Chip Shaw

Rochem Service and Consumable List Prices
Effective January 1, 2024

Personnel Charges

Standard (Daily) Rate

- Service Manager \$1,875.00 / day
- Sr. Technician \$1,475.00/ day
- Technician \$1250.00/ day
- Sr. Engineer \$1,875.00 / day
- Jr. Engineer \$1,650.00 / day

Time billed on a daily rate basis with a minimum charge of one full day.

Travel and Subsistence Expenses

Airfare, meals, and lodging are charges at cost plus an administrative fee.

Consumables

Part Number	Description	List Price	Unit
21647 C	Cartridge Filter, 10 Micron, 2.5 x 20 Inch	\$259.00	Case (24)
06523	Cleaner AA, Pail (25 liter)	\$220.00	Pail
06524	Cleaner AA, Drum (210 liter)(limited stock)	\$1,850.00	Drum
06526	Cleaner AA, Tote (1000 liter)	\$8,833.00	Tote
06543	Cleaner B, Pail (25 liter)	\$242.00	Pail
06544	Cleaner B, Drum (210 liter)	\$2,039.00	Drum
06546	Cleaner B, Tote (1000 liter)	\$9,071.00	Tote
6553	ROCHEM® Cleaner C, Pail (25 liter)	\$240.83	Pail
6554	ROCHEM® Cleaner C, Drum (210 liter)	\$2,134.00	Drum
06583	ROPrep, Pail (25 liter)	\$755.00	Pail
6584	ROPrep, Drum (210 liter)	\$5,650.00	Drum
6593	ROCHEM® Defoamer, Pail (25 liter)	\$220.00	Pail
6596	ROCHEM® Defoamer, Tote (1000 liter)	\$5,353.42	Tote

Membrane Elements

Part Number	Description	List Price	Unit
TS3	TS Membrane Element, 75 bar, RO4L	\$4,500.00	each
TS1	TS Membrane Element, 75 bar, RO6F	\$4,000.00	each
TS3HP	TS Membrane Element, 120 bar, RO4L	\$4,500.00	each
TS3PLUS	TS+ Membrane Element, 75 bar, RO4L	\$4,000.00	each
TS1PLUS	TS+ Membrane Element, 75 bar, RO6F	\$4,500.00	each

Note: Service prices listed herein exclude any discounts applied for service contracts



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TS3HP	TS Membrane Element, 120 bar, RO4L	\$4,500.00	each
TS3PLUS	TS+ Membrane Element, 75 bar, RO4L	\$4,000.00	each
TS1PLUS	TS+ Membrane Element, 75 bar, RO6F	\$4,500.00	each

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