

**City of Fayetteville Staff Review Form**

**2017-0705**

**Legistar File ID**

**1/2/2017**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Tim Nyander

12/15/2017

Utilities Director /  
Utilities Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends a resolution approving the repair of seven aerator gearboxes for the Noland WRRF from Automatic Engineering in the amount of \$208,198.00.

**Budget Impact:**

5400.730.5800-5414.00

Water/Sewer

Account Number

Fund

02069.1

Plant Pumps and Equipment - W.W.T.P.

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 531,386.00

Funds Obligated \$ 224,138.32

Current Balance **\$ 307,247.68**

**Does item have a cost?** Yes

Item Cost \$ 208,198.00

**Budget Adjustment Attached?** No

Budget Adjustment \$ -

Remaining Budget **\$ 99,049.68**

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:



**MEETING OF JANUARY 2, 2018**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Water, Sewer, and Solid Waste Committee  
Tim Nyander, Utilities Director

**FROM:** Greg Weeks, Wastewater Treatment  
Mayo Miller, Wastewater Treatment

**DATE:** December 15, 2017

**SUBJECT: Approval of the repair of seven (7) aerator gearboxes for the Noland WRRF from Automatic Engineering in the amount of \$208,198.00**

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**RECOMMENDATION:**

Staff recommends approval of the repair of seven (7) aerator gearboxes for the Noland WRRF from Automatic Engineering in the amount of \$208,198.00.

**BACKGROUND:**

The Noland WRRF uses a biological nutrient removal system to treat the City's wastewater. Each of the two basins uses a series of six mixers and eight large mechanical aerators to provide the mixing and necessary oxygen for the microorganisms to treat the wastewater. The existing mixers and aerators are more than 25 years old. In the past few years, seven units have been rebuilt but many are still in need of repair. Even though they have exceeded their life expectancy, rebuilding the gearboxes is significantly more cost effective than replacing them with new units and generally provides a similar life expectancy.

**DISCUSSION:**

Seven (7) units were recently sent to Automatic Engineering, manufacturer certified service facility, for disassembly and inspection. The units have been disassembled and inspected. The repair quote is \$208,198.00.

Because it was necessary to have the certified repair facility disassemble the units to determine the extent of hidden and unknown damage to equipment already purchased, a bid waiver and/or formal sealed bidding is not necessary according to Arkansas Procurement Law R6:19-11-203, Subsection 14 (EE) "hidden or unknown damages." City Administration recommends approving the repair with Automatic Engineering in the amount of \$208,198.00, which includes tax, to repair the seven units.

**BUDGET/STAFF IMPACT:**

Funds are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment.

**Attachments:**

Repair Quote



**DATE: 11/30/2017**

**PROPOSAL #: KL113017-01**

**TO: City of Fayetteville, AR**

**PROJECT: Noland WWTP Lightnin Gearbox Repairs**

Automatic Engineering proposes to furnish equipment, materials and/or services as described below.

Quantity	Item	Each	Ext. Price
1	83Q5, s/n 8625435503 Labor \$2,100, Parts \$21,736	\$23,886	<b>\$23,886</b>
1	83Q5, s/n 8625435505 Labor \$2,100, Parts \$17,272	\$19,372	<b>\$19,372</b>
1	83Q5, s/n 8625435507 Labor \$2,100, Parts \$18,284	\$20,384	<b>\$20,384</b>
1	LAT-130, s/n 8625435602 Labor \$9,800, Parts \$18,908	\$28,708	<b>\$28,708</b>
1	LAT-160, s/n 8625435702 Labor \$10,106, Parts \$17,162	\$27,268	<b>\$27,268</b>
1	LAT-160, s/n 8625435706 Labor \$11,550, Parts \$17,833	\$29,383	<b>\$29,383</b>
1	LAT-160, s/n 8625435707 Labor \$12,425, Parts \$28,276	\$40,701	<b>\$40,701</b>
1	Subtotal		<b>\$189,702</b>
1	Sales Tax @ 9.75%		<b>\$18,496</b>
	<b>Freight is Prepay and Add</b>		
	<b>TOTAL</b>		<b>\$208,198</b>

**THIS PROPOSAL IS SUBJECT TO OUR STANDARD ATTACHED CONDITIONS OF SALE**

**TERMS:** Net 30 Days

**QUOTED BY:** Keith Lovett  
(918) 986-4184 Direct

**SHIPMENT:** 6-9 weeks ARO and APPROVAL

**F.O.B.** Factory

Office

Phone (918) 585-5703

Fax (918) 585-5707

**WARRANTY:** This proposal includes a 100% warranty of 2 years from delivery on parts and labor provided as protection against defects in factory parts and workmanship by Automatic Engineering, A Cogent Company.

412 N. Redbud Ave.  
Broken Arrow, OK 74012

## STANDARD TERMS AND CONDITIONS

Price is FOB factory unless otherwise noted. Price does not include any freight charges unless otherwise noted. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project unless otherwise noted. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the customer is located. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which the customer is located. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised January 2015