

City of Fayetteville Staff Review Form

2019-0138

Legistar File ID

3/19/2019

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

Greg Weeks

2/25/2019

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the repair of one clarifier drive for the Noland treatment facility and one GSRU drive for the West Side treatment facility by Rebuild-It Services Group, LLC in the amount of \$57,850.00 plus applicable taxes.

Budget Impact:

5400.730.5800-5414.00

Water and Sewer

Account Number

Fund

02069.1

Plant Pumps and Equipment - WWTP

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 785,080.00

Funds Obligated \$ 301,183.55

Current Balance \$ 483,896.45

Does item have a cost? Yes

Item Cost \$ 57,850.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 426,046.45

V20180321

Purchase Order Number: \_\_\_\_\_

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

Change Order Number: \_\_\_\_\_

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

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

Comments:



**MEETING OF MARCH 19, 2019**

**TO:** Mayor and City Council

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

**FROM:** Greg Weeks, Wastewater Treatment

**DATE:** February 25, 2019

**SUBJECT:** Approval of the repair one clarifier drive for the Noland Treatment Facility and one GSRU drive for the West Side Treatment Facility by Rebuild-It Services Group, LLC

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**RECOMMENDATION:**

Staff recommends approval of the repair of one (1) Dorr-Oliver Clarifier Drive and the repair of one (1) EIMCO GSRU Drive by Rebuild-It Services Group, LLC for the Paul R. Noland and West Side Treatment Facilities in the amount of \$57,850.00 plus applicable taxes.

**BACKGROUND:**

The Noland Treatment Facility utilizes up to four Secondary Clarifiers to separate process solids from biologically treated water prior to tertiary treatment via sand filtration. The four clarifier units operate using a shared Dorr-Oliver make and model center-drive. Recent years have included a combination of corrective maintenance requiring replacement, or when feasible, rebuilding the aging clarifier drives. Currently, the four Secondary Clarifiers are operating with replaced or rebuilt center-drives; this most recent drive repair will result in a critical spare drive being immediately available in the case of unexpected center-drive failure.

The West Side Treatment Facility utilizes one of two Grit Scum Removal Units (GSRU's) in the primary treatment process to separate heavy solids and floating matter from the process stream prior to biological treatment. Since the facility came online in 2008, the two GSRU center-drives have not required any major corrective maintenance repairs. However, one of the EIMCO drives experienced a seal-failure in an inaccessible area requiring the drive be pulled and shipped off for disassembly and inspection.

**DISCUSSION:**

Recently one (1) Dorr-Oliver and one (1) EIMCO drive were shipped to Rebuild-It Services Group, a Dorr-Oliver & EIMCO certified dealer and service provider, for disassembly and inspection. Both units were found to have normal wear and several repairs were recommended by Rebuild-It Services. Staff recommends completion of the proposed \$24,864.00 rebuild of the Dorr-Oliver drive and \$32,986.00 rebuild of the EIMCO drive, for a combined total of \$57,850.00 in rebuild services.

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”**.

**BUDGET/STAFF IMPACT:**

Funds are available in the Wastewater Treatment Plant, Plant Pumps and Equipment project.

**Attachments:**

Rebuild-It Services Quote

6810 South 300 West, Suite 8  
Midvale, UT 84047  
[www.rebuild-it.com](http://www.rebuild-it.com)



**PROPOSAL NO. Q122105**

**DATE:** February 12, 2019

**PREPARED FOR:**

Fayetteville, AR WWTP  
1400 N Fox hunter Road  
Attention: Troy Ashby  
PH: 479-443-3292  
Mobile: 479-790-8917  
E-Mail: [troy.ashby@jacobs.com](mailto:troy.ashby@jacobs.com)



**PROJECT:**

Rebuild (1) EIMCO C30 drive and (1) Dorr-Oliver Drive Rebuild model 48S1, Serial Numbers: EWT0311-100A & 81814-1.

**PROPOSAL PREPARED BY:**

Rebuild-It Services Group, LLC  
6810 South 300 West, Suite 8  
Midvale, Utah 84047  
Terry A. Reyburn  
Phone: (385) 235-6924  
Mobile: (801) 828-5369  
E-Mail: [treyburn@rebuild-it.com](mailto:treyburn@rebuild-it.com)



**Rebuild-it Services Group is the only FLS  
authorized distributor for EIMCO and  
Dorr-Oliver Parts and services in the  
municipal marketplace.**

P R O P O S A L

**PROJECT SUMMARY:**

Rebuild-it Services Group, LLC (RSG) is pleased to present this proposal to rebuild one (1) EIMCO C30 Drive and (1) Dorr-Oliver 48S1 drive unit. The drive units are located at the Paul R. Noland Wastewater Treatment Facility, 1400 North Fox Hunter Road, Fayetteville, AR. Dorr-Oliver Serial No. 81814-4. The scope of work is based on the recent inspection report provided for both drive units.

**SCOPE OF SUPPLY – One (1) EIMCO and (1) Dorr-Oliver 48S1 DRIVE REBUILDS:**

Please Note: *All Rebuild-It rebuilt drives come with a standard two (2) year warranty.*

**Standard Rebuild Includes:**

- Disassembly, cleaning, and inspection of drive unit.
- Issuance of inspection report indicating the condition of part and provide final recommendation of drive rebuild.
- Replacement of all bearings and seals.
- New motor drive package; consists of gear motor, sprockets, chain, stainless steel chain guard and gear motor mounts. Motor drive package will be sized to match existing drive unit output torque and RPM. The Dorr-Oliver drive unit to be retrofitted to a new standard shaft mount reducer type design.
- Replace the 48S1 torque control with a load cell type design
- Replace the C30 drive torque control with new drive control
- Replacement of all keys and fasteners.
- Dorr-Oliver drive will need replacement worm gear and worm shaft which are included in the pricing below.
- Replace all oil piping and sight glasses.
- Machine and polish all re-useable parts as required.
- Repair pinion and worm shaft surfaces at seal areas.
- Blast clean and paint exterior surfaces of drive and worm gear housings.
- Power clean and seal interior of drive and worm gear housings.
- Blast clean and paint main gear cover.
- Complete reassembly and testing.
- All new oil piping and fasteners will be stainless steel.
- Transport to and from RSG Rebuild shop.

**Drive head coating system (Premium coating system for every drive rebuild):**



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Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior than what is typically provided.

\*All exterior drive unit surfaces:

- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Series N69 Hi-Build Epoxoline II to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surface will be coated with LPS 3 Rust Inhibitor

*Please Note: All reducers and motors will have the manufactures standard finish.*



**EIMCO C30LT REBUILD BY REBUILD-IT**



**DORR-OLIVER 30S1 REBUILD BY REBUILD-IT**

**Items excluded in a standard rebuild:**

- Major components that are typically re-used as part of the rebuild scope.
  - Pinions
  - Gears

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- Housings
- Pinion / worm shafts
- Covers will be re-used as part of a standard rebuild.
- Lubricates (oil to be provided by customer).
- O&M for drive unit not included.
- Loading and offloading of drive unit.
- Installation
- Field service check out and start-up services (available as an option)
- Permits, fees, and/or stamped engineering documents.
- Any work not specifically included.
- Lubrication for drive unit.

### **PRICING:**

Pricing to rebuild one (1) C30 drive unit based on inspection report and as described above.....\$24,864.00

Pricing to rebuild one (1) 48S1 drive unit based on inspection report and as described above.....\$32,986.00

Note: Dorr-Oliver drive rebuild includes replacement worm gear and shaft.

### **Schedule for drive rebuilds:**

- Rebuild drive unit 3-4 weeks per drive unit

**Freight:** The prices shown are F.O.B. destination with freight allowed to a readily accessible location nearest the jobsite.

**Please be sure to reference this quotation number and date on your purchase order.**

### **Remit order to:**

Rebuild-it Services Group, LLC.  
PO Box 9178  
Midvale, Utah 84047  
Attention: Candace King, cking@rebuild-it.com

### **PRICING AND PAYMENT TERMS:**

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations.

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This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Terms:** If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. The prices are good for 60 days.

**Sales Tax:** No sales taxes, use taxes, or duties have been included in our pricing. Unless you live in Utah, we are not registered to collect sales tax in your state. If you are not tax exempt, please remit taxes directly to the governing authorities.

**Freight:** Prices quoted are F.O.B. destination with freight prepaid and added to a readily accessible location nearest to jobsite, unless otherwise indicated.

**Shipment:** Estimated shipment time is (see above) after purchase order is received in our office.

**Field Service:** Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$900.00 per day plus expenses.

**OEM Parts:** If applicable RSG will quote OEM factory parts furnished by FLSmidth USA, Inc. FLSmidth owns EIMCO® and Dorr-Oliver™ registered trademarks. FLSmidth is the sole owner of EIMCO® and Dorr-Oliver® registered trademarks and brand names.



**EIMCO & Dorr-Oliver:** RSG is the only authorized distributor for EIMCO and Dorr-Oliver parts and services for FLSmidth in the municipal market. No other company is authorized to use the EIMCO or Dorr-Oliver name or trademark unless approved by FLSmidth or Rebuild-it Services Group.

### **WARRANTY & TERMS AND CONDITIONS:**

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up and installation of drive unit.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with



respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

**This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.**

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

**CONFIDENTIALITY:**

**All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.**

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## **TERMS AND CONDITIONS:**

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

**4. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**5. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions, and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**6. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**7. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**8. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**9. SHIPMENTS:** Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

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If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**10. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

**11. RETURN OF PRODUCTS:** No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

**12. BACK CHARGES:** RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

**13. INDEMNIFICATION:** Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**14. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**15. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**16. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

**17. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# P R O P O S A L