

City of Fayetteville Staff Review Form

2019-0211

Legistar File ID

5/7/2019

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

Tim Nyander

3/28/2019

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a replacement secondary clarifier scum pump from JCI Industries, Inc. for the Paul R. Noland WWTP in the amount of \$20,707.00 plus applicable taxes, and approval of a budget adjustment.

Budget Impact:

5400.730.5800-5801.00	Water and Sewer
Account Number	Fund
02069.1	Plant Pumps and Equipment - WWTP
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 660,876.00
	Funds Obligated \$ 657,862.35
	Current Balance \$ 3,013.65
Does item have a cost? <u>Yes</u>	Item Cost \$ 22,725.94
Budget Adjustment Attached? <u>Yes</u>	Budget Adjustment \$ 22,726.00
	Remaining Budget \$ 3,013.71

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Taxes are estimated at \$2,018.94 for a total of \$22,725.94.



MEETING OF MAY 7, 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: March 28, 2019

SUBJECT: JCI Industries, Inc. – Replacement Clarifier Scum Pump for Noland Facility

RECOMMENDATION:

Staff recommends the approval of the purchase of a replacement secondary clarifier scum pump from JCI Industries, Inc. for the Paul R. Noland WWTP in the amount of \$20,707.00 plus applicable taxes.

BACKGROUND:

The Noland Treatment Facility utilizes a series of four secondary clarifiers to remove floating scum and settleable solids following the biological treatment process and prior to sand-bed filtration. The removed scum and floating solids are pumped to the beginning of the treatment process for re-treatment. Normal flow conditions don't demand daily operation of all secondary clarifiers, but certain high flow events, e.g. following large storms, can call for all clarifiers being brought online. Replacement of the failed scum pump will ensure the availability of all, fully functional secondary clarifiers as needed.

DISCUSSION:

Recent inspections of a failed scum pump found the extent of normal wear damage extensive enough that full pump replacement is recommended over overhaul rebuild. JCI Industries, Inc out of Rogers, AR recently submitted a low bid of \$20,707.00 for replacement of the Tuthill-brand scum pump for the facility's secondary clarifier No. 4. J.R. Stewart Pump & Equipment, Inc. responded with the next highest bid while Jack Tyler Engineering also submitted a no bid response. Staff recommends purchase of the replacement scum pump for \$20,707.00 plus applicable taxes.

BUDGET/STAFF IMPACT:

A budget adjustment from capital project No.11010 Irrigation Reels - WWTP will be necessary to fund this pump replacement. The budgeted funds being transferred is cost savings left over after completing the Irrigation Reels project.

Attachments:

Quotes
Budget Adjustment



JCI Industries, Inc.
2301 W. 20th Street
Joplin, MO 64804
Tel: 417-623-4544

www.jciind.com

Thursday, February 28, 2019

CH2M Hill OMI
1400 North Fox Hunter Road
Fayetteville, AR 72701

Phone: 479-443-3292
Fax: 479-443-5613

Attention: Troy Ashby

Subject: Tuthill Pump

Quotation #: 0699309635TW
Please refer to this number when ordering

Troy Ashby:

We are pleased to respond to your request for quotation with the following items. Please reference our quotation number on all related correspondence. If you have any questions or need additional information please give Jason Rector or myself a call.

Best regards,

Tristan Watson

Tristan Watson
Inside Sales
JCI Industries, Inc.

Jason Rector

Jason Rector
Sales Engineer
JCI Industries, Inc.



JCI Industries, Inc.
2301 W. 20th Street
Joplin, MO 64804
Tel: 417-623-4544

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Thursday, February 28, 2019

Quote #: 0699309635TW

Item	Description	Qty	Unit Price
1.00	Tuthill HD6001G1PC0B0BA000 Pump	1	\$20,707.00

8-9 Weeks Estimated Delivery

Terms & Conditions	
Lead Time 9 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	This Quotation is valid for 30 days.

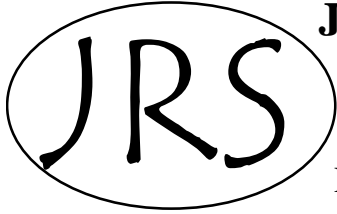


JCI Industries, Inc.
2301 W. 20th Street
Joplin, MO 64804
Tel: 417-623-4544

www.jciind.com

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
 9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.



J.R. Stewart Pump & Equipment, Inc.

313 South Second Street
PO Box 234
West Memphis, AR 72303

Phone (870) 735-2484

Fax (870) 735-0765

Troy Ashby
Jacobs
Fayetteville AR

Subject: Price for new TUTHILL Pump

1. Tuthill Pump model HD6001G1PC0B0BA000
Replacement Equivalent to

Reference Tuthill Blower assembly #600-D.I

This unit could be rebuilt, but it would be rebuilt by
Tuthill can get price if would like

Total Price for \$26,598.99

Delivery 8 to 12 Weeks
Terms N/C-30 days, subject to credit approval.
Taxes, Freight Not Included

Sincerely
Patrick Huhgey
2-27-2019

From: Cory Gray <cgray@jteng.com>
Sent: Wednesday, March 6, 2019 2:22 PM
To: Ashby, Troy/FAY <Troy.Ashby@jacobs.com>
Cc: 'Scott Jones' <scott@jteng.com>
Subject: [EXTERNAL] Scum Pump

Troy,

Unfortunately we would not be able to quote this pump.

Thank you for checking though!

Thank You,

Cory Gray

Inside Sales Leader

Jack Tyler Engineering, Inc.

6112 Patterson Rd.

Little Rock, AR 72209

Office: 501-562-2296

Fax: 501-562-4273

www.JackTylerEngineering.com

