

City of Fayetteville Staff Review Form

2019-0406

Legistar File ID

7/16/2019

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

Tim Nyander

6/27/2019

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends replacement of one (1) Lightnin brand gearbox-and-motor anoxic mixer for use at the the Paul R. Noland Wastewater Treatment Facility from Automatic Engineering in the amount of \$16,837.39 plus applicable taxes, and approval of a budget adjustment.

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 \$ 1,042,237.43

Funds Obligated \$ 1,042,236.57

Current Balance \$ 0.86

Does item have a cost? Yes

Item Cost \$ 18,479.04

Budget Adjustment Attached? Yes

Budget Adjustment \$ 18,480.00

Remaining Budget \$ 1.82

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Taxes are estimated at \$1,641.65 for a total of \$18,479.04.



MEETING OF JULY 16, 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: June 27, 2019

SUBJECT: **Gearbox and Motor Rebuilds for the Anoxic Mixer at the Noland Wastewater Treatment Facility**

RECOMMENDATION:

Staff recommends replacement of one (1) Lightnin brand gearbox-and-motor anoxic mixer, used for the biological nutrient removal process, by Automatic Engineering for the Paul R. Noland Wastewater Treatment Facility in the amount of \$16,837.39 plus applicable taxes, and approval of a budget adjustment.

BACKGROUND:

The Noland Treatment Facility utilizes a series of 6 mixers per the East and West basin-trains for mixing together process influent with returned activated sludge. This process takes place in the first stage of the biological nutrient removal reactors. In recent years, these 30+yr old mixers have required extensive rebuild corrective maintenance or in some cases replacement with refurbished units.

DISCUSSION:

Recently, one (1) anoxic mixer that unexpectedly stopped operating was shipped to Automatic Engineering for a damage inspection and repair proposal. Automatic Engineering has been used in recent years to perform similar damage inspections and repairs for the Noland facility's anoxic-mixer and aerator gearboxes. The inspection report found extensive wear damage to the internal gearbox, resulting in repair costs greater than a refurbished replacement unit. Automatic Engineering has proposed replacing the broken gearbox-and-motor unit with a refurbished unit in the amount of \$16,537.39. Staff recommends purchase of the refurbished Lightnin-brand gearbox-and-motor anoxic mixer as proposed by Automatic Engineering. Freight is estimated to be \$300.00, for a total purchase amount of \$16,837.39 plus applicable taxes.

Because it was necessary to have the 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 Ark. Code Ann. §19-11-203(14)(DD).

BUDGET/STAFF IMPACT:

Budgeted funds will be moved from the Sanitary Sewer Rehabilitation account to the Plant Pumps and Equipment account to cover the installation costs of the fill auger and scrubber-condenser assemblies. Funds being moved are budgeted funds for sewer rehabilitation/replacement and maintenance.

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Attachments:

Quote from Automatic Engineering
Budget Adjustment

SERVICE ESTIMATE

Customer: City of Fayetteville, AR Contact : Brian Daniels Date: 04/16/2019 6/14/19 Phone: 479-575-8386 Fax: 479-684-4730 Project: Quote #: 7016772 Opp #: OP-482361	Automatic - Municipal Tulsa 412 N. Redbud Ave. Broken Arrow, OK 74012 Phone: 918-585-5703 Fax: 918-585-5707  AUTOMATIC ENGINEERING A COGENT COMPANY
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Dear Brian,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
1	1.00	LIGHTNIN 83Q5 GEARBOX AND MOTOR Serial Number - 8625435509 ■ Lightning gearbox exchange with refurbished unit.		
	1.00	■ GEARBOX EXCHANGE		
			Total	\$16,537.39

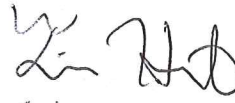
Freight Estimate - \$300-

Delivery: 1 - 2 week(s) after receipt of P.O.
FOB Point: Shipping Point
Terms of Payment: Upon Receipt
Quote Validity: 30 Days

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:
Bryant Peterson
bpeterson@cogentcompanies.com
816-460-1635

Salesrep:
Tim Hunt
thunt@aei-inc.com


6/14/19

STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. 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 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.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

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.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

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.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

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 Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

