

City of Fayetteville Staff Review Form

2019-0854

Legistar File ID

12/17/2019

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

Tim Nyander

11/26/2019

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving the rebuild of two anoxic mixer gearboxes for the Noland wastewater treatment facility by JCI Industries, Inc. in the amount of \$21,890.00 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																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 20%;"><u>Yes</u></td> <td style="width: 30%;">Current Budget</td> <td style="width: 20%; text-align: right;">\$ 1,212,426.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$ 1,212,420.69</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right; border: 1px solid black;">\$ 5.31</td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Item Cost</td> <td style="text-align: right;">\$ 24,024.28</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>Yes</u></td> <td>Budget Adjustment</td> <td style="text-align: right;">\$ 24,025.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right; border: 1px solid black;">\$ 6.03</td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Current Budget	\$ 1,212,426.00			Funds Obligated	\$ 1,212,420.69			Current Balance	\$ 5.31	Does item have a cost?	<u>Yes</u>	Item Cost	\$ 24,024.28	Budget Adjustment Attached?	<u>Yes</u>	Budget Adjustment	\$ 24,025.00			Remaining Budget	\$ 6.03	
Budgeted Item?	<u>Yes</u>	Current Budget	\$ 1,212,426.00																						
		Funds Obligated	\$ 1,212,420.69																						
		Current Balance	\$ 5.31																						
Does item have a cost?	<u>Yes</u>	Item Cost	\$ 24,024.28																						
Budget Adjustment Attached?	<u>Yes</u>	Budget Adjustment	\$ 24,025.00																						
		Remaining Budget	\$ 6.03																						

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF DECEMBER 17, 2019

TO: Mayor and City Council

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

FROM: Greg Weeks, Area Manager

DATE: November 26, 2019

SUBJECT: JCI Industries, Inc. – Noland Anoxic Mixer Gearbox Rebuilds

RECOMMENDATION:

Staff recommends approving the rebuild of two anoxic mixer gearboxes for the Noland wastewater treatment facility by JCI Industries, Inc. in the amount of \$21,890.00 plus applicable taxes, and approval of a budget adjustment.

BACKGROUND:

The Noland Treatment Facility utilizes a total of 12 anoxic mixers for mixing together process influent with returned activated sludge. Six mixers each drive the first stage of nutrient removal process for the east and west biological reactor basins. In recent years, these 30+ year old mixers have required a combination of extensive rebuild maintenance or replacement with refurbished units.

Recently, two anoxic mixer units tripped out and stopped functioning. Upon restarting, maintenance staff observed shaking in the mounting framework and heard grinding noises from inside the gearboxes of both units. Staff determined that the internal components were damaged, so the gearbox-motors were shipped to JCI Industries for damage inspections and repair proposals. The inspection reports recommend replacing multiple gearbox components, as well as machining the bearing houses and painting and cleaning the units.

DISCUSSION:

JCI has submitted proposals to rebuild the mixer gearboxes for \$10,945.00 each. Staff recommends rebuilding the gearboxes as proposed by JCI Industries. Taxes are estimated at \$2,134.28 for a total cost of \$24,024.28.

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:

Funds will be moved from the Sanitary Sewer Rehabilitation account to the Plant Pumps and Equipment account to cover the costs of the anoxic mixer gearbox and motor rebuilds.

Attachments:

Quotes from JCI Industries

Budget Adjustment



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

www.jciind.com

Thursday, October 31, 2019

CH2M Hill Engineers, Inc
1400 North Fox Hunter Road
Fayetteville, AR 72701

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

Attention: Brian Daniels

Subject: Lightnin Gearbox Repair #1

Quotation #: 0720469146TW
Please refer to this number when ordering

Brian Daniels:

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

www.jciind.com

Thursday, October 31, 2019

Quote #: 0720469146TW

Item	Description	Qty	Unit Price
1.00	Lightnin 83Q5 Gearbox Repair (Serial# 8625435510) The following work will be completed: <ul style="list-style-type: none">- Pick up at your facility- Disassemble, inspect, and check machined fits- Clean parts- Machine bearing housing- Install new parts:<ul style="list-style-type: none">- Bearings- Lip Seals- Seal Sleeves- Gaskets- Gear & Pinion Set- Shims- Oil Breather- Assemble and paint- Deliver	1	\$10,945.00

Terms & Conditions

Lead Time 4 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.
 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 TWO TIMES 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 Arkansas 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.



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

www.jciind.com

Thursday, October 31, 2019

CH2M Hill Engineers, Inc
1400 North Fox Hunter Road
Fayetteville, AR 72701

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

Attention: Brian Daniels

Subject: Lightnin Gearbox Repair #2

Quotation #: 0720470804TW
Please refer to this number when ordering

Brian Daniels:

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

www.jciind.com

Thursday, October 31, 2019

Quote #: 0720470804TW

Item	Description	Qty	Unit Price
1.00	Lightnin 83Q5 Gearbox Repair (Serial# 8625435511) The following work will be completed: <ul style="list-style-type: none">- Pick up at your facility- Disassemble, inspect, and check machined fits- Clean parts- Machine bearing housing- Install new parts:<ul style="list-style-type: none">- Bearings- Lip Seals- Seal Sleeves- Gaskets- Gear & Pinion Set- Shims- Oil Breather- Assemble and paint- Deliver	1	\$10,945.00

Terms & Conditions

Lead Time 4 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.
 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 TWO TIMES 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 Arkansas 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.