

City of Fayetteville Staff Review Form

2020-0415

Legistar File ID

6/2/2020

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

Tim Nyander

5/14/2020

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of three repair quotes by JCI Industries, Inc. in the total amount of \$76,056.00 plus applicable taxes for effluent pump repairs at the Noland and West Side Water Resource Recovery Facilities.

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: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 30%; text-align: right;">\$ 1,477,313.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$ 331,660.73</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;">\$ 1,145,652.27</td> </tr> <tr> <td>Does item have a cost?</td> <td style="text-align: center;">Yes</td> <td style="border-bottom: 1px solid black;">Item Cost</td> <td style="text-align: right;">\$ 83,471.46</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="text-align: center;">No</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td style="text-align: right;">\$ -</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;">\$ 1,062,180.81</td> </tr> </table>	Budgeted Item?	Yes	Current Budget	\$ 1,477,313.00			Funds Obligated	\$ 331,660.73			Current Balance	\$ 1,145,652.27	Does item have a cost?	Yes	Item Cost	\$ 83,471.46	Budget Adjustment Attached?	No	Budget Adjustment	\$ -			Remaining Budget	\$ 1,062,180.81	
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V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Taxes are estimated at \$7,415.46 for an estimated total cost of \$83,471.46.



MEETING OF JUNE 2, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Tim Nyander, Utilities Director

FROM: Greg Weeks, Area Manager

DATE: May 14, 2020

SUBJECT: **JCI Industries, Inc. – Effluent Pump Repairs for Noland and West Side Water Resource Recovery Facilities**

RECOMMENDATION:

Staff recommends approval of three repair quotes by JCI Industries, Inc. in the total amount of \$76,056.00 plus applicable taxes for effluent pump repairs at the Noland and West Side Water Resource Recovery Facilities.

BACKGROUND:

The Noland and West Side Water Resource Recovery Facilities (WRRF's) each use a series of four pumps at the post-aeration basin to transport W3 water. W3 water is plant service water from the effluent and is used by several pieces of critical equipment including the band screens, belt presses, and odor control systems. W3 water is also used at the Biosolids Management Site (BMS) at the Noland facility.

DISCUSSION:

At the Noland WRRF, only 2 out of the 4 effluent pumps are currently operational which significantly limits the ability to irrigate at the BMS. One of the working pumps (Pump No. 3) was designed to send effluent to Mud Creek before the construction of the West Side WRRF and causes discharge pressure and flows well in excess of current needs and the capacity of the piping when in operation. It can only be used in an emergency or when irrigation at BMS is maximized, leaving Noland with only one operational effluent pump (Pump No. 1) that can be used without any logistical issues. Recently, effluent Pump No. 2 stopped working and was sent to JCI Industries, Inc. (JCI) for a hidden-damages inspection. The inspection found a broken head shaft, a cracked suction bell bushing, and extensive corrosion to various parts and components. The quoted price for the repair of this pump is \$25,776.00 plus tax.

In 2018, effluent Pump No. 4 at Noland WRRF developed a leak from the packing seal and was taken out of service. Staff recently pulled the pump and sent it to JCI for a hidden-damages inspection. The inspection found multiple clearance issues, wear on all shafting at the bushing journals, erosion on the impeller collets, and extensive corrosion to various parts and components. The quoted price for the repair of this pump is \$29,559.00 plus tax.

In the fall of 2016, effluent Pump No. 4 at the West Side WRRF failed vibration testing and was taken out of service. The pump was not immediately repaired due to existing redundancy with other pumps; however, Pump No. 6 was recently taken out of service due to a packing gland leak leaving only 1 of the 4 West Side W3 pumps operational. Staff recently pulled Pump No. 4 and sent it to JCI for a hidden-damages inspection. The inspection found multiple clearance issues and extensive wear and erosion to the bowl assembly. The quoted price for the repair of this pump is \$20,721.00 plus tax.

JCI has submitted three individual quotes for the repair of the three damaged effluent pumps in the total amount of \$76,056.00 plus applicable taxes. Freight is included within the quoted pricing. Staff recommends the approval of these proposed effluent pump repairs by JCI.

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 are available in the Plant Pumps and Equipment account within the Water and Sewer fund.

Attachments:

Quotes from JCI Industries, Inc.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Thursday, April 16, 2020

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

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

Attention: Brian Daniels

Subject: Peerless 12MB - 7 Stg Pump Repair

Quotation #: 0734963632K_D
Please refer to this number when ordering

Brian Daniels:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Kevin Dick

Kevin Dick
Applications Engineer
JCI Industries, Inc.

Jason Rector

Jason Rector
Sales Engineer
JCI Industries, Inc.



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1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Thursday, April 16, 2020

Quote #: 0734963632K_D

Item	Description	Unit Price
1.00	Peerless 12MB - 7 Stg VTP Repair SN: 758664A	\$25,776.00

WORK SCOPE:

Discharge Head

Inspection Comments: The register fit clearances to the stuffing box and top column are excessive.

- Skim cut the two female register fits for 100% clean-up
- Ensure concentricity to within 0.002"
- Minimally skim-cut mounting faces as needed to ensure perpendicularity and parallelism to within 0.002"

Stuffing Box

- *Inspection Comments:* The stuffing box male register fit has excessive clearance to the discharge head's female register fit. The packing bore on the stuffing box is eroded. The stuffing box bushing was found down inside the bowl assembly at the bowl adapter.
- Machine prep the male register fit for weld and the packing box bore for a 420 SS insert
- Sleeve the packing area and finish machine for proper clearance to the new packing and head shaft
- Weld the prepped male register fit and finish machine for proper clearance to the discharge head female register fit
- Manufacture and install a new bronze bushing
- Finish machine the new bushing for proper clearance to the new head shaft

Column (2)

Inspection Comments: The top column's male register fit has excessive clearance to the discharge head's female register fit. The lower column and column adapters had to be heated in order to facilitate disassembly.

- Supply new one piece column and threaded column coupling
 - Modify (cut and re-thread) column as needed in order to match the existing pump's original length
-

Item	Description	Unit Price
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Bowl Assembly

Inspection Comments: The bowl assembly components have excessive wear and erosion (see As-Found photo section below). The repair required on the bowl assembly will exceed the cost of new.

- Supply new bowl assembly

Shafting (3)

Inspection Comments: The head shaft was broken inside the pump. All shafting will be replaced with the new bowl assembly.

- Supply new pump shaft, line shaft and head shaft with (2) threaded shaft couplings

Assembly

- Clean all components prior to assembly
- Assemble unit complete
- Apply Tnemec Series N140 Pota-pox to the pump's exterior and interior
- Lock-down rotor
- Tag unit
- Take final photos & QC check
- Prepare for transport

Components required for the Repair

- Bowl Assembly (impellers, collets, pump shaft, bowls, suction bell, bushings and wear rings) - **\$12,839**
- Column Assembly and column coupling - **\$814**
- Strainer (SS) - **\$664**
- Head Shaft with nut and key - **\$358**
- Line Shaft - **\$240**
- Threaded Line Shaft Couplings (2) - **\$92**
- Mounting hardware (Lot) - **\$368**
- Stuffing Box Gland with T-Bolt, Nut and Clamp - **\$222**
- Packing Rings (6) - **\$159**
- Packing Washer - **\$14**
- Stuffing Box Gasket - **\$31**

Price Breakdown:

Parts Total = **\$15,801**

Inbound freight = **\$375**

Pump Shop Labor Total – 48 Hrs x \$110/Hr = **\$5,280**

Machine Shop Labor Total = 36 Hrs x \$120/Hr = **\$4,320**

Terms & Conditions	
Lead Time 6 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.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Thursday, April 23, 2020

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

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

Attention: Brian Daniels

Subject: Byron Jackson 16G 6-Stg Pump Repair

Quotation #: 0735574491K_D
Please refer to this number when ordering

Brian Daniels:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Kevin Dick

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Applications Engineer
JCI Industries, Inc.

Jason Rector

Jason Rector
Sales Engineer
JCI Industries, Inc.



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1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Thursday, April 23, 2020

Quote #: 0735574491K_D

Item	Description	Unit Price
1.00	Byron Jackson 16G 6-Stg VTP Repair SN: 851H0926	\$29,559.00

Work Scope

Discharge Head and Stuffing Box Assembly

Inspection Comments: The tensioning ring and packing follower had to be cut off in order to facilitate disassembly. The top enclosing tube threaded connector bearing has excessive clearance to the head shaft OD. The discharge head's threads for the column are in good condition.

- Clean and re-use the discharge head
- Supply new OEM tension bearing, tension ring, packing follower, tension ring gasket and packing

Column and Column Adapter

Inspection Comments: The column adapter's female register fit is within tolerance. The column's threaded ends are in good condition.

- Clean and re-use

Enclosing Tubes (2) and Threaded Enclosing Tube Connector Bearing

Inspection Comments: The bottom enclosing tube's threaded connector bearing has excessive clearance to the line shaft OD. Both enclosing tubes are corroded and eroded.

- Supply (2) new OEM enclosing tubes and (1) enclosing tube connector bearing

Bowl Assembly - (5) Bowls, Suction Bell and (6) Impellers

Inspection Comments: All bushing running clearances are out of OEM spec. All register fit clearances are within OEM spec. All impellers are in good condition; however, three impeller collets are eroded.

- Balance (6) individually on a balance mandrel to ISO G2.5 at 3600 RPM
- Supply and install new OEM bushings
- Supply (3) impeller collets

Shafting (3)

Inspection Comments: All shafting is worn at the at the bushing journals. There is also pitting in several locations on the pump shaft and the line shaft is heavily corroded. One of the two threaded line shaft couplings had to be cut off in order to facilitate disassembly.

- Supply new pump shaft, line shaft and head shaft with (2) threaded shaft couplings

Item

Description

Unit Price

Assembly

- Clean all components prior to assembly
- Assemble unit complete
- Apply coal tar to the wet end exterior (per OEM specs)
- Apply industrial enamel to the exterior of the discharge head
- Lock-down rotor
- Tag unit
- Take final photos & QC check
- Prepare for transport

Components required for the Repair

- Impeller Lock Collets (3) - **\$1,103**
- Series Case Bearings (Bowl Bushings) (5) - **\$1,296**
- Bottom Case Bearing (suction bell) - **\$727**
- Top Case Jump Bearing (Threaded enclosing tube bearing) - **\$931**
- Sand Cap - **\$482**
- Pump Shaft Coupling - **\$213**
- Pump Shaft - **\$2,515**
- Tension Bearing - **\$1,239**
- Tension Ring - **\$768**
- Packing Follower - **\$108**
- Tension Ring Gasket - **\$28**
- Head Shaft Nut - **\$247**
- Ring of Packing - **\$22**
- Fillister Head Screw - **\$5**
- Gib Key - **\$56**
- Motor Shaft - **\$1,077**
- Head Shaft - **\$848**
- Head Shaft Coupling - **\$213**
- By-Pass Seal - **\$1,015**
- Inner Column (Bottom Enclosing Tube) - **\$1,219**
- Jump Bearing (Threaded enclosing tube bearing) - **\$836**
- Inner Column - TOP (top enclosing tube) - **\$814**
- Misc. Hardware (Lot) - **\$368**
- Potable Epoxy - **\$504**

Price Breakdown:Parts Total = **\$16,634**Inbound freight = **\$485**Pump Shop Labor Total - 100 Hrs x \$110/Hr = **\$11,000**Machine Shop Labor Total = 12 Hrs x \$120/Hr = **\$1,440****Terms & Conditions**

Lead Time 6-8 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

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 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.



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1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Thursday, April 30, 2020

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

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

Attention: Brian Daniels

Subject: Fairbanks Morse 7000AW 6-Stg VTP Repair

Quotation #: 0734356501K_D_Rev1
Please refer to this number when ordering

Brian Daniels:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Kevin Dick

Kevin Dick
Applications Engineer
JCI Industries, Inc.

Jason Rector

Jason Rector
Sales Engineer
JCI Industries, Inc.



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1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Thursday, April 30, 2020

Quote #: 0734356501K_D_Rev1

Item	Description	Unit Price
1.00	Fairbanks Morse 7000AW 6-Stg VTP Repair	\$20,721.00

The following work will be completed:

- Supply new National K10MC 6-Stg bowl and column assembly. Includes new suction bell, bowls, impellers, pump shaft, line shafts, column pipe, couplings, spiders, inserts, and strainer

Motor Shaft

- Manufacture new motor shaft as per old shaft

Stuffing Box

- Bore and bush stuffing box for new mechanical seal using 420 SS.
- Remove the existing bronze bushing
- Manufacture new bronze bushing, install and finish machine to fit new shaft
- Machine prep male fit for registering ring
- Manufacture new registering ring, install, and finish machine to fit skim cut female fit on discharge head

Discharge Head

- Skim cut the female fit to the stuffing box to 100% clean up
- Skim cut the female fit to the upper column to 100% clean up
- Skim cut the sole plate mounting face

Packing

- Convert pump from packed to mechanical seal per customer request
- Replace packing with AST mechanical seal

Assembly

- Clean all components prior to assembly
- Assemble unit complete
- Coat exterior with potable epoxy
- Lock down rotor
- Tag unit
- Take final photos and QC check

Item	Description	Unit Price
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Components required for the Repair

- Bowl Assembly (impellers, collets, pump shaft, bowls, suction bell, bushings and wear rings) - **\$9,367**
- Column (Includes line shaft) (2) - **\$1,150**
- Spider with rubber bearing - **\$221**
- Strainer (SS) - **\$478**
- Mechanical Seal - **\$736**
- Line shaft coupling - **\$111**
- Mounting Hardware (Lot) - **\$433**

Price Breakdown:

Parts Total = **\$12,496**

Inbound freight = **\$425**

Pump Shop Labor Total - 36 Hrs x \$110/Hr = **\$3,960**

Machine Shop Labor Total = 32 Hrs x \$120/Hr = **\$3,840**

Terms & Conditions	
Lead Time 6 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

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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.