

City of Fayetteville Staff Review Form

2020-0447

Legistar File ID

6/2/2020

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

Tim Nyander

5/27/2020

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a proposal by In-Place Machining Company to perform an emergency repair to the rotor shaft on the BMS thermal dryer in the amount of \$56,000.00 plus applicable taxes, and approval of a contingency in the amount of \$8,400.00.

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;">\$ 1,477,313.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$ 418,367.49</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td style="text-align: right; border: 1px solid black;">\$ 1,058,945.51</td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Item Cost</td> <td style="text-align: right;">\$ 69,860.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> <td>Budget Adjustment</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td style="text-align: right; border: 1px solid black;">\$ 989,085.51</td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Current Budget	\$ 1,477,313.00			Funds Obligated	\$ 418,367.49			Current Balance	\$ 1,058,945.51	Does item have a cost?	<u>Yes</u>	Item Cost	\$ 69,860.00	Budget Adjustment Attached?	<u>No</u>	Budget Adjustment	\$ -			Remaining Budget	\$ 989,085.51	
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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 \$5,460.00, and with a contingency of \$8,400.00 the estimated potential cost is \$69,860.00.



MEETING OF JUNE 2, 2020

TO: Mayor Lioneld Jordan

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

FROM: Greg Weeks, Area Manager, Jacobs

DATE: May 27, 2020

SUBJECT: Emergency repair to the rotor shaft of the thermal dryer at the Biosolids Management Site by In-Place Machining Company

RECOMMENDATION:

Staff recommends the approval of a proposal by In-Place Machining Company to perform an emergency repair to the rotor shaft on the BMS thermal dryer in the amount of \$56,000.00 plus applicable taxes, and approval of a contingency in the amount of \$8,400.00.

BACKGROUND:

The Biosolids Management Site utilizes a 24-cubic yard Fenton Thermal Dryer system to convert wet biosolids to a Class-A fertilizer. Biosolids, a dewatered microbial biomass, are the byproduct of the city's wastewater biological nutrient removal process. The Noland and West Side treatment facilities produce an average of over 100,000 pounds of dewatered biosolids every day. The thermal dryer, in combination with the site's solar house dryers, reduces the daily biosolids volume down to approximately 15,000 lbs. of Class-A, Exceptional Quality fertilizer. The nearly full-time biosolids dryer operation saves the city significant landfill costs annually, as well as allows for beneficial reuse of the biosolids material.

DISCUSSION:

On May 17th, 2020 the thermal dryer rotor shaft moved from its fixed position. Disassembly and inspection of the bearings and rotor shaft showed slight damage to the bearing seals and significant damage to the rotor shaft that the bearing inner race is a press fit to. Parts are in inventory to repair the damaged grease seal on the bearings. A technical representative of the bearing manufacturer will be on site on May 27, 2020 to verify the bearings are in adequate condition to perform as specified for their normal useful life and to evaluate the shaft condition as it relates to the bearings locking in place. It is believed the rotor movement through the bearings has marred the surface of the rotor shaft to the point that the bearings do not have enough surface area to properly secure the bearings in place. Assuming the bearing technical services person confirms the finding of a damaged shaft, In-Place Machining Company has provided the attached quote to build up the surface of the shaft and then mill the shaft to within original shaft diameter tolerance for proper seating of the bearings. This firm specializes in

repairing rotating equipment shafts in place on a nationwide basis and has the expertise and equipment to perform this unique service.

In-Place Machining Company has submitted a Time & Material quote with an estimated cost of \$56,000 plus applicable taxes. Staff recommends approval of the quote as well as a contingency in the amount of \$8,400.00.

BUDGET/STAFF IMPACT:

Funds are available within the Wastewater Treatment Plant CIP: Plant, Pumps & Equipment.

Attachments:

Quote for Shaft Repair



May 26, 2020

Mr. Tim Nyander
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701

Via e-mail: tnyander@fayetteville-ar.gov
Subject: Budgetary proposal to repair (2) journals
Ref: Your RFQ dated May 19, 2020
IPM Ref: IPM Inquiry # 40220

Dear Mr. Nyander,

Thank you again for contacting In-Place Machining Company regarding your on-site machining requirements. We are pleased to provide you the following proposal to repair (2) Ø12" x 8" long journals located in your Fayetteville, AR facility.

General Work Scope

In-Place Machining Company will provide all labor, materials, transportation, machines, equipment, and instrumentation to perform this work per the specifications below.

- Mobilize equipment and personnel to your facility.
- Perform as found inspection of journals and faces.
- IPM assumes that the thrust faces do not need machining beyond blending after welding and machining of journal surface.
- Install machine tool and align to existing unworn surfaces.
- Machine as needed for welding.
- Weld journal to provide material for machining.
- Machine weld to provide fit for bearing +0/-0.004".
- Perform final inspection.
- Demobilize equipment and technicians from site.



Time, Material, & Expense Pricing

A) The following hourly labor rates apply to all in-shop logistics planning and scheduling, mobilization and demobilization, travel, and all on-site time including delay and stand-by time.

	<u>Straight Time</u> (First 8 hr / day)	<u>Over Time</u> (Over 8 hr/day, Sat, Sun)	<u>Holidays</u>
Technician(s)	\$99.85	\$149.78	\$199.70
Field Night Shift	\$107.35	\$161.03	\$214.70

In-Place Machining Company technicians work a minimum of 12 hours per day, 7 days per week. All delay and stand-by time, including non-working site days will also be charged at a minimum of 12 hours per technician, per day plus expenses. Travel days are charged at actual hours traveled.

B) Expenses are charged at our cost plus 15%. Expenses generally includes, but are not limited to, the following:

- Air & surface transportation, lodging, car rental, and all other purchased services.
- Consumables, materials, special tooling, etc. whether from IPM inventory or purchased for this job.

C) Per diem will be charged at \$65.00 per technician, per day. This generally covers all personal meal and incidental expenses, and is in addition to the rates listed above.

D) An equipment usage charge of \$1,475.00 per machine setup per shift will apply. This generally covers machines, equipment, hand tools, and instrumentation necessary to complete the project. Equipment usage can vary depending on the type and quantity used, and is generally charged for all shifts from the start of site work until completed. An equipment transit charge of 2 shifts is added to the on-site time for equipment transit time (domestic transit) regardless of actual duration, (1 outbound and 1 return.)

Pricing

We estimate the cost of this work to be **\$56,000.00** and estimate **7** shifts on-site to complete. Please note that this is only an estimate, the actual invoice amount will be calculated based on the rates provided above.

Additionally, this estimate is based on the assumptions that the Customer Responsibilities described below have been satisfied, and that In-Place Machining Company personnel will be provided a worksite that complies with applicable health and safety laws and regulations.

Staffing and Scheduling:

In-Place Machining Company will perform on-site work according to the following schedule:

- 2 Technicians.
- Working approximately 12 hours per shift, 1 shift per day, and 7 days per week.
- Please note that our technicians work 12 hours per day, 7 days per week. All delay and stand-by time will also be charged at 12 hours per technician, per day.

Scheduling of this project by In-Place Machining Company will depend on available manpower at the time of our receipt of the purchase order. Provision of this quote by IPM does not guarantee availability of personnel to perform the work at the desired timeframe.



Customer Responsibilities

The pricing listed in this proposal is based on Jacobs Engineering providing or being responsible for the following:

- Electrical connections as needed and an electrician to hook up our equipment. (approx. 1 line 480 V, 3 phase, 60 amp; 2 lines 110 V 20 amp)
- Nominal compressed air as needed.
- (1) tank C25 weld shielding gas.
- Lifting, handling assistance, crane operators as needed while unloading and moving equipment.
- All scaffolding, work platforms, lighting, weather protection or other services as required to make the job site safe and suitable for our work to be performed. Please note that our safety policies require the use of scaffolding or a harness when working above 4 feet.
- Floor space and laydown area for our container and/or machines.
- Removal and proper disposal of all metal chips, trash and other waste.

Additional Terms

The enclosed "Standard Terms and Conditions" form a part of, and apply to this proposal. The amount of the invoice when calculated according to this proposal and further defined in the attached Standard Terms and Conditions takes precedence over all other proposals, quotations, or estimates which may have been furnished. Additionally, In-Place Machining Company is not responsible for project delays, cancellations or other consequential impacts resulting from the COVID-19 (Corona) virus.

This proposal shall constitute an offer to provide the services described above. A written purchase order incorporating this proposal and the enclosed Standard Terms and Conditions, or a signed acceptance of this proposal referencing a purchase order number is required before start of the work. Any such purchase order may not contain modifying or additive terms or conditions, and In-Place Machining Company will not, and shall not have any obligation to proceed except on the basis of this proposal and the Standard Terms and Conditions.

Thank you again for the opportunity to provide this proposal to you. We value your business and look forward to working with you for completion of this project in a timely and expert manner. If you have further questions or comments, please feel free to contact me at any time at 414.562.2000 x211, or via fax at 414.562.2932. You can also contact me via e-mail at JAdams@inplace.com.

Please be sure to visit us on the web at www.inplace.com to learn more about our company and the services we offer.

Respectfully,
In-Place Machining Company

[Handwritten signature]

Jason Adams,
Technical Representative

Signed Acceptance
Of This Proposal:

Signature: _____

Name: _____

Date: _____



**IN-PLACE MACHINING COMPANY STANDARD TERMS AND CONDITIONS
THE FOLLOWING STANDARD TERMS AND CONDITIONS APPLY TO ALL AGREEMENTS**

OFFER; ACCEPTANCE; MODIFICATIONS. By accepting the Proposal of IN-PLACE MACHINING COMPANY ("IPM"), Customer agrees to the Terms and Conditions set forth in the Proposal submitted by IPM and in this document. The Proposal and these Standard Terms and Conditions (together, the "Agreement") are final, and contain the entire understanding of the Customer and IPM. Customer agrees that if there is any conflict between these Standard Terms and Conditions and Customer's purchase order, or any other document, the Terms and Conditions set forth herein shall govern, whether such purchase order or other document is prior to or subsequent to this Proposal. Any different or additional terms in Customer's acceptance of the proposal are hereby objected to, and shall be considered a request for modification of an accepted Proposal which includes the Terms and Conditions set forth in the Proposal and in this document. Any amendment, modification, cancellation or waiver of rights under this Agreement shall be effective ONLY if in writing and signed by a representative of the Party against whom enforcement of the same is sought.

PAYMENT. Any and all state or local taxes or levies of any kind, resulting from the performance of this work, whether payable by IPM, or set aside or withheld by customer with or without the direction of the tax collecting authority, are in addition to the prices quoted herein. Terms of payment are net thirty days after the date of invoice. Interest rate at 1 1/2% per month will be charged on overdue accounts, payable from the invoice date. Customer agrees that payment may not be and is not conditioned on receipt by Customer of payment from any other source. Failure by Customer to make payment when due shall be deemed a breach of this Agreement. IPM's actual damages from any breach of this contract for any reason shall include administration and collection costs, including all legal costs and attorney's fees.

CUSTOMER'S INSPECTION OR USE. Customer must have an authorized representative inspect the work performed by IPM, and immediately notify IPM in writing of any objections to, or claimed deficiencies in the work prior to the time IPM employees leave the job site.

WARRANTY. IPM warrants that its services will be in conformance with the Proposal. This warranty shall terminate six months after the date of completion of on-site work. Customer expressly waives all complaints or claims of breach of warranty or Contract not communicated to IPM in writing within such 6 month period. SUCH WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES BY IPM, EXPRESS OR IMPLIED OR BY OPERATION OF LAW OR OTHERWISE, WHETHER ORAL OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY REGARDING THE ADEQUACY, APPROPRIATENESS OR SUITABILITY OF THE WORK DESCRIBED IN THE SPECIFICATIONS PROVIDED TO IPM. IPM MAKES NO REPRESENTATIONS THAT THE MATERIALS AND/OR WORK PROVIDED BY CUSTOMER ARE FIT FOR ANY PARTICULAR PURPOSE OF THE CUSTOMER OR ANY USER OF THE MATERIALS.

LIMITATION OF LIABILITY. This warranty is the Customer's sole and exclusive remedy. IPM does not authorize anyone to assume for it any liability or to make on its behalf any additional warranties in connection with the performance of the Contract and / or the services provided thereunder. IPM shall not be liable for indirect, special or consequential damages under any circumstances, including any anticipated or lost profits or losses from Customer's inability to use the equipment, machinery or fixtures repaired by IPM, increased operating expenses or loss of production incurred in connection with the Contract, whether based on breach of contract, tortious conduct, acts of God, or any other theory. IPM's liability, and Customer's sole remedy shall be, at IPM's election, (a) a refund of charges for the original repair; or (b) correction of the repair for the original Customer at IPM's expense. IPM is not responsible for charges for items, services, or labor ordered or supplied by the Customer unless described in an IPM Proposal and covered by an IPM Purchase Order. If repairs or rework are necessary to fulfill the requirements of the Contract, IPM reserves the right of first refusal to perform such repairs or rework within a reasonable amount of time. The Customer's failure to provide IPM with its reasonable right of first refusal to repair or rework waives all of the Customer's remedies under this warranty.

OWNERSHIP OF TOOLS, ETC. All intellectual property, materials, tooling, standard and special fabricated fixtures, whether modified or purchased for the work described in IPM's Proposal will remain the property of IPM at the completion of such job.

SECURITY INTEREST. In addition to any lien rights provided under applicable law, the Customer hereby grants to IPM a security interest in the equipment, machinery or fixtures repaired by IPM, and agrees to execute financing statements and take such other action as IPM may request to perfect such security interest before or after the job.

CONFIDENTIALITY. Customer agrees that the intellectual property, equipment, tools and/or processes utilized by IPM are proprietary and confidential, and Customer further agrees that it will not (and will not allow others to) copy, photograph or record the intellectual property, equipment, tools and/or processes utilized by IPM. IPM shall be entitled to possession of any such photographs, images or recordings, and shall be entitled to any and all remedies available to IPM under the Uniform Trade Secrets Act in the event of Customer's breach of this agreement, in addition to any other remedies available at law or equity.

NON-SOLICIT. Except as otherwise expressly agreed to by a Party in writing, during the term of this Contract and for a period of one (1) year following its termination or expiration, the Parties agree not to directly or indirectly or through third parties solicit or hire any of the other Party's (including its Affiliates') current employees, previous Key Personnel, consultants, or anyone who worked on the project site for the Parties under this Agreement unless a period of twelve months has elapsed from the last date that the employee or consultant worked on a project under this Agreement.

GOVERNING LAW. The Agreement shall be governed in accordance with the internal laws of the State of Wisconsin, provided that any lien laws applicable in the jurisdiction of Customer will apply to the extent that they provide IPM with a lien for amounts due to IPM for its services. The venue for any dispute resolution whether or not through the court system shall be Milwaukee County, State of Wisconsin.

INDEMNIFICATION. Customer agrees to indemnify IPM and hold IPM harmless from and against all claims, demands, liabilities, damages, losses, expenses and lawsuits which may be asserted against IPM by any person or entity not a party to the Agreement related in any way to the Technical Materials provided under the Agreement or to the sole, joint or several negligent conduct of IPM, its agents, independent contractors, servants or employees. This indemnification includes the payment of all damages, expenses, costs, or attorney's fees, regardless of the theory of responsibility on the part of IPM, and/or its agents, independent contractors, servants, or employees.