

City of Fayetteville Staff Review Form

2021-0538

Legistar File ID

8/3/2021

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

Tim Nyander

7/14/2021

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends accepting a quote from JCI Industries, Inc. in the amount of \$21,590.50 plus applicable taxes and freight charges for the repair of an aerator at the Noland Water Resource Recovery Facility.

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> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Does item have a cost?	<u>Yes</u>	Budget Adjustment Attached?	<u>No</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Current Budget</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: right;">1,317,743.00</td> </tr> <tr> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">486,836.67</td> </tr> <tr> <td style="border-top: 1px solid black;">Current Balance</td> <td style="border-top: 1px solid black;">\$</td> <td style="border-top: 1px solid black; text-align: right; border: 1px solid black;">830,906.33</td> </tr> <tr> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">23,749.55</td> </tr> <tr> <td>Budget Adjustment</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="border-top: 1px solid black;">Remaining Budget</td> <td style="border-top: 1px solid black;">\$</td> <td style="border-top: 1px solid black; text-align: right; border: 1px solid black;">807,156.78</td> </tr> </table>	Current Budget	\$	1,317,743.00	Funds Obligated	\$	486,836.67	Current Balance	\$	830,906.33	Item Cost	\$	23,749.55	Budget Adjustment	\$	-	Remaining Budget	\$	807,156.78
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V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Freight is included in the quoted price. Taxes are estimated at \$2,159.05 for a total estimated cost of \$23,749.55.



MEETING OF AUGUST 3, 2021

TO: Mayor and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: July 13, 2021
SUBJECT: **JCI Industries, Inc. – Aerator Repair for Noland WRRF**

RECOMMENDATION:

Staff recommends accepting a quote from JCI Industries, Inc. in the amount of \$21,590.50 plus applicable taxes and freight charges for the repair of an aerator at the Noland Water Resource Recovery Facility.

BACKGROUND:

The Noland Water Resource Recovery Facility utilizes 16 mechanical aerators to provide oxygen to the biological treatment process in the aeration basin. On March 31st, Aerator No. 11 was found to be mechanically unsound and the below surface aerator paddle had broken. The aerator was removed and sent to JCI Industries for a hidden damages inspection.

DISCUSSION:

The City has received a quote from JCI Industries in the amount of \$21,590.50 to make repairs to Aerator No. 11. JCI's proposal includes new bearings, seals and the remanufacture of the mixer shaft. JCI industries will also reassemble and test the unit. Freight is included in the quoted price. Taxes are estimated at \$2,159.05 for a total estimated cost of \$23,749.55.

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 – WWTP account within the Water and Sewer Fund.

Attachments:

Quote from JCI Industries



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

www.jciind.com

Monday, June 28, 2021

Jacobs - Fayetteville
1400 North Fox Hunter Road
Fayetteville, AR 72701

Phone: 620-255-4200
Fax: 479-443-5613

Attention: Joshua Alleman

Subject: Lightnin LAT-160 Gearbox Repair

Quotation #: 0768330631TW-REV001
Please refer to this number when ordering

Joshua Alleman:

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

Monday, June 28, 2021

Quote #: 0768330631TW-REV001

Item	Description	Qty	Unit Price
1.00	Repair of Lightnin LAT160 Gearbox and Shaft The following work will be completed: <ul style="list-style-type: none">• Pick up at your facility• Disassemble, inspect, and check tolerances• Install new lip seals• Install new bearings• Install new split adapter sleeve• Install 20 gallons of Summit SH7220 oil• Install new nut & lockwasher set• Repair mixer shaft<ul style="list-style-type: none">- Sandblasted and disassembled marking location of blades for assembly- Manufacture new lower shaft from 1045 shafting material- Drill and counter bore the upper shaft to press fit new lower shaft- Press fit the shafts together- Weld stitch at joint- Set up and correct TIR of assembly- Assemble blades to shaft with new hardware- Static balance complete assembly- Coat assembly with black Pota-Pox• Assemble, test and paint• Deliver	1	\$21,590.50

4 Weeks Estimated Delivery

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	Due to current market conditions, please confirm pricing at point of order.



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. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. 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. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
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.
13. Back Charges: 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.