Staff recommends approval of a quote from JCI Industries, Inc. in the amount of $23,746.00 plus applicable taxes and freight charges for repair of a Post-Aeration W3 pump at the West Side Water Resource Recovery Facility.

### Budget Impact:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Current Balance</th>
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<tbody>
<tr>
<td>02069.1</td>
<td>$866,883.53</td>
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<tr>
<td>Project Number</td>
<td></td>
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<tr>
<td>Plant Pumps and Equipment - WWTP</td>
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<tr>
<td>Budgeted Item?</td>
<td>Yes</td>
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<tr>
<td>Fund</td>
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<tr>
<td>Does item have a cost?</td>
<td>Yes</td>
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<tr>
<td>Item Cost</td>
<td>$26,061.24</td>
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<td>Budget Adjustment Attached?</td>
<td>No</td>
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<td>Budget Adjustment</td>
<td>$0</td>
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<tr>
<td>Remaining Budget</td>
<td>$840,822.29</td>
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Taxes are estimated at $2,315.24 for a total cost of $26,061.24.
MEETING OF AUGUST 4, 2020

TO: Mayor Lioneld Jordan
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: July 16, 2020
SUBJECT: JCI Industries, Inc. - Post-Aeration W3 Pump Repair at West Side WRRF

RECOMMENDATION:
Staff recommends approval a quote from JCI Industries, Inc. in the amount of $23,746.00 plus applicable taxes and freight charges for repair of a Post-Aeration W3 pump at the West Side Water Resource Recovery Facility.

BACKGROUND:
The West Side Treatment Facility uses a series of four pumps at the post-aeration basin to transport W3 water. W3 water is used by several pieces of critical equipment including the band screens, belt presses, and the odor control system.

During a recent inspection, staff discovered Pump No. 3 was not producing adequate pressure. The W3 pumps at West Side normally put out around 140 PSI of pressure; however, a pressure check revealed Pump No. 3 could only produce 60 PSI. Without sufficient pressure, the pump cannot provide W3 water to critical plant processes. Upon pulling the pump, staff also discovered that the pump’s hardware was non-stainless and severely corroded.

DISCUSSION:
Staff sent Pump No. 3 to JCI for a hidden-damages inspection. The inspection found excessive wear and erosion on the wet end components, excessive fit clearance on the discharge head, excessive clearance on the discharge head male-to-female fit register of the stuffing box stuffing, erosion to the packing bore of the stuffing box, and running clearance issues involving the stuffing box bushing and head shaft. JCI proposes to replace all shafting along with installing a new bowl and column assembly and upgrading the stuffing box packing with a mechanical seal.

JCI has submitted a price proposal for the repair of Pump No. 3 pump for $23,746.00. Staff recommends the approval of this proposal. Staff also requests that a $1,500 contingency be included to cover the shipping costs. It is anticipated this repair will be deemed tax exempt under Arkansas tax code, but pending that determination from the state if taxes are imposed they are estimated at $2,315.24 for a total cost of $26,061.24.
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).

This item was presented to the Water, Sewer & Solid Waste Committee on July 14, 2020, with a unanimous vote to forward it to the City Council for consideration for approval.

**BUDGET/STAFF IMPACT:**
Funds are available in the Plant Pumps and Equipment account within the Water and Sewer fund.

**Attachments:**
JCI Industries Quote
Monday, June 22, 2020

CH2M Hill - Fayetteville
1400 North Fox Hunter Road
Fayetteville, AR 72701

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

Attention: Matt Benton

Subject: Fairbanks 10M 7000 VTP Repair

Quotation #: 0740408077K_D
Please refer to this number when ordering

Matt Benton;

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
Applications Engineer
JCI Industries, Inc.

Jason Rector
Sales Engineer
JCI Industries, Inc.
Monday, June 22, 2020

Quote #: 0740408077K_D

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>1.00</td>
<td><strong>Fairbanks 10M 7000 VTP Repair</strong>&lt;br&gt;SN: 506004</td>
<td>$23,746.00</td>
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</table>

**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 perpendicularly 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's running clearance is out of tolerance to the head shaft OD. Customer would like to upgrade from packing to a mechanical seal.
- Machine prep the male register fit for a registering ring and the packing box bore for a 420 SS insert
- Sleeve the packing area and finish machine for proper clearance to the new mechanical seal pilot fit
- Ring the prepped male register fit and finish machine for proper clearance to the skimmed female fit on the discharge head
- Manufacture and install a new bronze bushing
- Finish machine the new bushing for proper clearance to the new head shaft
- Skim cut the stuffing box mounting face in preparation for a new mechanical seal
- Install a new mechanical seal in lieu of packing

**Wet End (Bowl Assembly, Columns and Spider)**

*Inspection Comments:* The wet end components have excessive wear and erosion (see As-Found photo section below). The repair required will exceed the cost of new.
- Supply new bowl assembly, columns, and spider
### Shafting (4)
Inspection Comments: All shafting will be replaced with the new bowl and column assembly.
- Supply new pump shaft, line shaft, head shaft and motor shaft with (3) 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
- National M10LC-7 Stg Bowl Assembly (impellers, collets, pump shaft, bowls, suction bell, bushings and wear rings) - $9,442
- Flanged Column (2) - $3,466
- Spider with rubber bearing - $86
- Strainer (SS) - $664
- Shafts (4) - $848
- Line shaft couplings (3) - $168
- Mechanical Seal - $809
- Mounting Hardware (Lot) - $442
- Stuffing box bushing - $386

**Price Breakdown:**
- Parts Total = $16,311
- Inbound Freight = $575
- Pump Shop Labor Total – 34 Hrs x $110/Hr = $3,740
- Machine Shop Labor Total – 26 Hrs x $120/Hr = $3,120

### Terms & Conditions

<table>
<thead>
<tr>
<th>Lead Time</th>
<th>8 Weeks After Receiving Order</th>
<th>Payment Terms</th>
<th>Net 30</th>
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<tbody>
<tr>
<td>Shipping Method</td>
<td>Best Way</td>
<td>Shipping Terms</td>
<td>Prepaid and Added to Invoice</td>
</tr>
<tr>
<td>F.O.B.</td>
<td>Warehouse</td>
<td>This Quotation is valid for 30 days.</td>
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</tbody>
</table>
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 for 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 reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lesser of 1% 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 agrees to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, warranty or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 12 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's (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 SPECIFIC, 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 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.

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.