

City of Fayetteville Staff Review Form

2022-1007

Legistar File ID

11/15/2022

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

Tim Nyander

10/27/2022

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a quote from JCI Industries, Inc. in the amount of \$101,651.00 plus applicable taxes and freight charges to rebuild an aerator mixer for 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
Budgeted Item? <u>Yes</u>	Current Budget \$ 1,459,141.00
	Funds Obligated \$ 985,321.19
	Current Balance \$ 473,819.81
Does item have a cost? <u>Yes</u>	Item Cost \$ 111,561.97
Budget Adjustment Attached? <u>No</u>	Budget Adjustment \$ -
	Remaining Budget \$ 362,257.84

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 \$9,910.97 for an estimated total of \$111,561.97.



MEETING OF NOVEMBER 15, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: October 27, 2022

SUBJECT: JCI Industries, Inc. – Aerator Mixer Rebuild for Noland WRRF

RECOMMENDATION:

Staff recommends the approval of a quote from JCI Industries, Inc. in the amount of \$101,651.00 plus applicable taxes and freight charges to rebuild an aerator mixer for 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 basins. There are 8 aerators in each basin. Earlier this year routine vibration analysis indicated a problem with Aerator No. 1 in the west biological basin. A realignment of the shaft was performed, which did not correct the problem. Next the motor and the aerator were separated and individually tested. It was found that the motor was fine, and the problem was with the aeration unit. The aerator was removed and shipped to the JCI Industries authorized repair facility in Lee's Summit, MO for a hidden damages inspection.

DISCUSSION:

The City has received a quote from JCI Industries in the amount of \$101,651.00 plus applicable taxes to make repairs to Aerator No. 1. JCI's proposal includes teardown and inspection, new bearings, seals and the remanufacture of certain components within the aerator. JCI industries will also reassemble and test the unit. Freight is included in the quoted price. Taxes are estimated at \$9,910.97 for an estimated total of \$111,561.97.

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).

The aerators are a critical part of the treatment process, as it suspends the solids in the biological basin for proper oxidation of the wastewater, and provides dissolved oxygen for the biological process.

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

www.jciind.com

Thursday, October 13, 2022

Fayetteville AR, City of
113 West Mountain
Fayetteville, AR 72701

Phone: 479-575-8284

Fax: 479-575-8257

Attention: Josh Alleman

Subject: Lightnin LAT-160 Mixer Rebuild

Quotation #: 0800217079K_D_Rev1
Please refer to this number when ordering

Josh Alleman:

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.



Thursday, October 13, 2022

Quote #: 0800217079K_D_Rev1

Item	Description	Unit Price
1.00	Lightnin LAT-160 Mixer Rebuild	\$101,651.00

Findings:

- Pinion Gear and Bevel gears are pitted and damaged
- The low speed gear has some surface corrosion but can be cleaned and reused
- The low speed pinion shaft is pitted
- The upper shaft is damaged and pitted at the bearing and seal areas
- Oil was leaking out of the main housing at the lower seal off the low speed shaft
- Tapered shaft sleeves are worn and loose on the shaft when received
- The following bearing fits are out of OEM spec:
 - Low Speed Housing's lower bearing fit
 - Pinion Bearing Housing's inner and outer bearing fits
 - High Speed Housing's upper bearing fit
 - Upper Member Housing's bearing fit
 - Floating Bearing housing's fit

Work Scope:

- Machine prep, sleeve and finish machine the bearing housing bearing fits noted above
- Spray and machine low speed shaft at bearing journals
- Clean and assemble with the new components
- Apply industrial enamel to the exterior
- Prep for shipment

Replace the following parts:

- 190858PSP - Key (1 x 3/4 x 4 5/16) - **\$117**
 - 206979PSP - Low speed spacer - **\$1,387**
 - 115444PSP - Oil Seal - **\$257**
 - 104665PSP - Hex socked set screw (2) - **\$83**
 - 119740PSP - Bevel gear set - **\$26,097**
 - 206983PSP - Shaft sleeve (4.75 x 3.9 x 2.5) - **\$1,075**
 - 206981PSP - Spacer - **\$138**
 - 125507VEL - Gasket - **\$40**
 - 202323PSP - Flexible coupling seal (2) - **\$215**
 - 202285PSP - Gasket - **\$254**
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Item	Description	Unit Price
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- 202355PSP - Flexible coupling packing ring - **\$270**
- 117036PSP - Spherical roller bearing (2) - **\$2,341**
- 115405PSP - Oil seal (2) - **\$308**
- 113962PSP - Nut - lock and washer (2) - **\$527**
- 138777STL - Solid adapter sleeve (6.66 x 7.75 x 2) (2) - **\$964**
- 113986STL - Split adapter sleeve (6" shaft x 7.5) (2) - **\$3,358**
- 117035PSP - Spherical roller bearing - **\$2,336**
- 221531PSP - Level 1 Repair kit - **\$12,719**
- 112917PSP - Thrust plate - **\$366**

Broken Out Pricing:

Parts Subtotal: \$52,852

Labor Subtotal: \$48,799

Terms & Conditions	
Lead Time 12-14 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.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

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.