


MEMORANDUM

To: Mayor Westover and Members of the Assembly
Jim Dinley, Municipal Administrator

Through: Michael Harmon, Public Works Director 

From: Stephen L. Weatherman, P.E. Municipal Engineer 

cc: Dave Wolff, Finance Director

Date: March 16, 2011

Subject: Japonski Sewer Lift Station Pump Pre Purchase
Approval to Award Material Supply Contract

Background:

Japonski Island includes 6 lift stations which have reached the end of their service life. The existing lift pumps are vacuum prime pumps which are no longer manufactured. We are replacing the existing pumps with new state of the art submersible pumps. Included with the pumps will be new top cover-enclosures. Each lift station includes a unique pump, impeller and motor combination depending on the flow rate required for the particular lift station.

The Wastewater Department has specified Flygt pumps for all of their new and rebuilt lift stations. They are high quality, durable and have a long life cycle. Their costs are comparable with other brands. Having all of the Wastewater Department sewer lift stations equipped with Flygt pumps saves money on parts and maintenance costs.

The design consultant for the project is Carson Dorn Inc. who has just received their notice to proceed for the design contract. They are moving forward quickly in the overall design of the lift stations. Working with the Alaska Pump vendor they developed performance specifications for the required pumps.

Analysis

Typically the pumps are provided by the construction contractor for installation by the contractor. However, we have found from the last construction season the pumps have a very long lead time which can delay the construction of the lift stations much later in the season. These types of delay would be detrimental due to the high sewer flows from Mt. Edgecumbe High School during the school year.

The design consultant, Carson Dorn Inc., has developed pump specifications for the required pumps. Alaska Pump the authorized vendor has provided a quote for the required pumps.

In order to complete the project in time for the 2011 fall school year we need sole source approval to purchase of the pumps from Alaska Pumps for \$95,488.00

Fiscal Note

The funding is from a FY 2011 \$1,089,700 DEC Wastewater Loan and \$192,300 principal forgiveness.

Recommendation:

Approve award of a Purchase Contract for the Japonski Lift Stations Pumps to Alaska Pumps for an amount of \$95,488.00



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261 EAST 56TH • ANCHORAGE, ALASKA 99518 • PHONE: (907) 563-3424 • FAX: (907) 562-5449

Quote #AKP11-0169R1

March 16, 2011

Carson Dorn, Inc
Attn: Jim Dorn
Phone: 907-586-4447
E-Mail: jdorn@carsondorn.com

Jim,
Alaska Pump & Supply, Inc. is pleased to offer the following for your review.

Pumps

Lift Station #2

2 EA	Flygt Pump Model FP3068.090LT with a 2" Discharge, 291 Impeller, 2.7 Horse Power, 200 Volt, 3 Phase, 60 hz, FM, FLS with 75' of Cable	Package Price \$6,951.00
2 EA	Plotted Performance Test pn #14-699512	Delivery: 10-12
2 EA	Hydrostatic Complete Pump Test pn #14-699527	Weeks ARO

Lift Station #3

2 EA	Flygt Pump Model NP3102.090SH with a 3" Discharge, 256 Impeller, 6.5 Horse Power, 200 Volt, 3 Phase, 60 Hz, FM, FLS with 75' of Cable or Alternate 10 Horse Power equivalent pump for future growth.	Package Price \$19,931.00
2 EA	Plotted Performance Test pn #14-699512	Delivery: 9-10
2 EA	Hydrostatic Complete Pump Test pn #14-699527	Weeks ARO –
	Note: Orders placed by March 28, 2011 will have a \$50.00 per day late fee if delivered after June 22, 2011	Includes Air Freight

Lift Station #4

2 EA	Flygt Pump Model NP3153.091HT with a 4" Discharge, 464 Impeller, 15 Horse Power, 200 Volt, 3 Phase, 60 Hz, FM, FLS with 75' of Cable	Package Price \$32,163.00
2 EA	Plotted Performance Test pn #14-699513	Delivery: 8-9
2 EA	Hydrostatic Complete Pump Test pn #14-699528	Weeks ARO –
	Note: Orders placed by March 28, 2011 will have a \$50.00 per day late fee if delivered after June 22, 2011	Includes Air Freight

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Alaska Pump & Supply, Inc. Terms and Conditions Apply

Alaska Pump & Supply, Inc.

Lift Station #6

2 EA	Flygt Pump Model NP3127.090SH with a 3" Discharge, 249 Impeller, 11 Horse Power, 200 Volt, 3 Phase, 60 Hz, FM, FLS with 75' of Cable	Package Price \$17,577.00
2 EA	Plotted Performance Test pn #14-699512	Delivery: 10-12
2 EA	Hydrostatic Complete Pump Test pn #14-699527	Weeks ARO

Lift Station #7

2 EA	Flygt Pump Model FP3127.390SH with a 3" Discharge, 244 Impeller, 11 Horse Power, 200 Volt, 3 Phase, 60 Hz, FM, FLS with 75' of Cable	Package Price \$18,866.00
2 EA	Plotted Performance Test pn #14-699512	Delivery: 10-12
2 EA	Hydrostatic Complete Pump Test pn #14-699527	Weeks ARO

FOB: Sitka, AK

Regards,

Kevin Smestad for Terry Gorlick



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STANDARD TERMS & CONDITIONS OF SALE

Price: The prices quoted are in U.S. currency. Prorated payment shall be made for partial shipments.

Terms of Payment: Payment is due thirty (30) days after the date of the invoice. Interest on the unpaid balance will be charged on all overdue monies at the rate of 18% per annum or the highest rate allowable by law, whichever is less. Customer agrees to pay all collection costs, including actual reasonable attorney's fees incurred in collecting monies due hereunder. Seller reserves the right to require payment in advance or provide other credit terms if Buyer's credit is not acceptable to Seller.

Delivery/Shipment: Delivery and shipping times are Seller's best estimate at the time of quotation/proposal and do not include time to transfer the products, goods and/or equipment on order and to accept the order. Seller is not liable for any delay in the performance of any orders or contracts or the delivery or shipment of products, goods and/or equipment or for any damages sustained by Buyer by reason of such delay, if such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargos, strikes, labor difficulties or disputes, non-delivery by suppliers, shortages of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes beyond Seller's control.

Identification and Risk of Loss: The products, goods and/or equipment shall be identified to the contract and risk of loss shall pass to Buyer when the products, goods and/or equipment are placed in the hands of the carrier.

Freight: All prices are FOB point of manufacture and do not include freight unless specifically listed as included. Seller shall not be responsible for actions, inactions or delays by the carrier.

Conditions: All orders are accepted with the understanding that they are subject to Seller's ability to obtain the necessary products, goods and/or equipment.

Not Included: Unless specifically provided herein, the products, goods, equipment, and/or services listed do not include freight, haulage, unloading, freight claims, installation, erection, concrete, grout, water, utilities, lubricating grease and oil, power, tools, labor, controls, conduit, wiring, meters, main disconnects, piping, valves, fittings, gaskets, hardware, taxes, covers, field painting, insurance, testing, royalties, maintenance, operation, erection supervision, start-up services, personnel transportation, anchor bolts, welding rod, or asset.

Inspection: Buyer shall inspect Seller's products, goods and/or equipment upon receipt and if Buyer's inspection reveals any defects, Buyer shall notify the Seller within three (3) days after receipt of the products, goods and/or equipment of any claim Buyer might have concerning such defects or of any claim discovered by Buyer. Buyer's failure to notify Seller within such three day period shall constitute a waiver by Buyer of all claims covering such defects.

Errors: Seller reserves the right to correct any clerical and/or stenographic error or omission.

Cancellation: Buyer may cancel this order only upon written notice and payment to Seller of reasonable cancellation charges.

Returns: Seller will not accept returns of chemicals, electrical items or special orders. Seller will not accept returns of any products, goods and/or equipment after ninety (90) days from the date of the invoice. Buyer will be assessed a reasonable restocking fee on any accepted returns.

Approvals: Buyer is responsible for obtaining any required engineers', owners', and/or governmental agencies' approval of the products, goods, equipment and/or services. Seller does not warrant that the products, goods, equipment and/or services will meet any such approvals or specifications.

Limitation of Liability: In no event shall Seller be liable for any lost profits, down time, lost sales, operating or maintenance costs, or for any other special, indirect, incidental or consequential damages of Buyer.

Warranties: SELLER MAKES NO EXPRESS WARRANTIES WITH RESPECT TO ANY PRODUCT, GOODS AND/OR EQUIPMENT SOLD OR SERVICES PERFORMED AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller does not authorize anyone to make a warranty of any kind on its behalf and Buyer should not rely on any statement to that effect. Seller is not the manufacturer of the products, goods and/or equipment. If the manufacturer of the products, goods and/or equipment warrants the products, goods and/or equipment that Buyer has purchased, Buyer shall have whatever manufacturer's warranty there is subject to the terms and conditions of the warranty. The Buyer's sole and exclusive remedy, if any, shall be against the manufacturer and not Seller.

Integration: These Terms and Conditions constitute the entire agreement between Buyer and Seller with respect to this transaction and supercede and replace all prior negotiations agreements, and representation, oral or written. These Terms and Conditions may not be amended or modified except pursuant to a written document signed by both parties.

Governing Law: The terms of this agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Alaska.

Binding Effect: These Terms and Conditions shall be binding on the parties hereto and their heirs, personal representatives, successors, and assigns.

The undersigned acknowledges and agrees to Alaska Pump & Supply terms and Conditions of sale/quote as referenced in our quote #AKP11-0169R1 and is subject to Alaska Pump & Supply, Inc.'s Standard Terms and Conditions of Sale which are outlined above and agrees to be bound by said Terms and Conditions. No other conditions previous or after date below apply.

Letters and Quotes: Notwithstanding any language to the contrary, nothing contained in our letters or quotes constitutes or is intended to constitute engineering work requiring a stamp or engineering seal by Alaska Pump & Supply, Inc. We neither convey nor imply that the company or persons are practicing engineering herein.

Customer Name Printed

Company Name Printed

X

Customer Signature

Date