

CITY OF YUBA CITY  
STAFF REPORT

**Date:** April 16, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation By:** Benjamin Moody, Interim Assistant Public Works Director

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**Summary**

**Subject:** Water Treatment Plant Pump Repair Award

**Recommendation:** Authorize the City Manager to amend an existing agreement with Commercial Pump & Mechanical, Inc., of Chico, CA, for the additional amount of \$85,000 for the repair of Water Treatment Plant Waste Pumps #19 and #20, with the finding that it is in the best interest of the City and the price is fair and reasonable, and subject to approval as to legal form by the City Attorney.

**Fiscal Impact:** \$85,000 – Account No. 7120-63451 (WTP Major Maintenance)

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**Purpose:**

Provide for the maintenance of essential water treatment system infrastructure.

**Background:**

The Water Treatment Plant's (WTP) preventative maintenance program schedules the pull, inspection, and repair of each pump and motor in the water treatment system every five (5) years. Waste Pumps #19 and #20 were scheduled for Fiscal Year 18/19. Waste pumps are essential parts of the WTP's infrastructure which pump not potable water out of the treatment system to the percolation ponds.

Per pump repair industry standards, pump repair contractors will competitively bid on the pull and inspection of pumps and motors and then, once a pump is in their shop, will submit an estimate for the repair of the equipment. It has been City practice to then sole source the repair work, as other contractors are typically unwilling to submit a bid on a piece of equipment that is in a competitor's shop.

**Analysis:**

WTP staff awarded a contract for the pull and inspection of Waste Pumps #19 and #20 to Commercial Pump & Mechanical, Inc. (CPM) of Chico, CA in the amount of \$7,070 (Attachment 2). CPM has previously performed excellent work for the City on similar projects in a cost-effective and efficient manner.

CPM pulled Waste Pump #20 in March 2019 per the contract and submitted an estimate in the amount of \$36,280.21 for the repairs, which WTP staff has reviewed and considers a fair and reasonable price for the scope of work (Attachment 1). The scope of work is a total rebuild of the waste pumps and includes a replacement of the pumps themselves, extending the life expectancy of the equipment equal to replacing the pump systems entirely.

Although CPM cannot give a precise quote for Waste Pump #19 without removing it, CPM has submitted a preliminary estimate that is the same as #20. Staff is requesting that the amendment price be set at \$85,000 to account for potential unexpected differences once #19 has been inspected fully.

**Fiscal Impact:**

Staff and CPM have estimated the total cost of the repairs of both pumps at approximately \$85,000. Sufficient funds are available in Account No. 7120 Materials, Supplies, and Services to make these necessary repairs.

**Alternatives:**

Direct staff to bid and purchase two new waste pumps to replace Waste Pumps #19 and 20. Staff estimates each pump at \$80,000 with no significant benefit for replacement, as the rebuilt pumps will have the same lifespan and performance as new pumps.

**Recommendation:**

Authorize the City Manager to amend an existing agreement with Commercial Pump & Mechanical, Inc., of Chico, CA, for the additional amount of \$85,000 for the repair of Water Treatment Plant Waste Pumps #19 and #20, with the finding that it is in the best interest of the City and the price is fair and reasonable, and subject to approval as to legal form by the City Attorney.

**Attachments:**

1. Amendment Scope of Services
2. Standard Agreement for Pull & Inspect

**Prepared by:**

*/s/ Scarlett O. Harris*  
Scarlett O. Harris  
Administrative Assistant

**Submitted by:**

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

**Reviewed by:**

Department Head

BM

Finance

RB

City Attorney

SLC by email

# ATTACHMENT 1



March 13, 2019

Rene Garcia  
Senior Plant Maintenance Mechanic  
City of Yuba City  
[rgarcia@yubacity.net](mailto:rgarcia@yubacity.net)

RE: Evaluation and Repair Estimate for Waste Pump # 20 – **REVISION 1**

Electric Motor

The Electric Motor is an older style US Standard Efficient Motor

Recommendation – Recondition, Replace Bearings

Discharge Head, Top Bearing Assembly

The Discharge Head shows minor coating loss. The top bearing assembly tube has moderate corrosion and metal loss.

Recommendations – Refurbish the Discharge Head, repair / replace the top bearing assembly and tube.

Column Pipe, Tube and Shaft

The Column Pipe flange faces have moderate to severe metal loss at the registers. The pipe shows deep pitting in several places thru the coating. The wall thickness of the column pipe is thin. The tube, shaft, and bearings show moderate wear at the bearing surfaces and tube faces.

Recommendation – Replace the Column, Tubes, and Shafts

Bowl Assembly

The Bowl Assembly has major wear at the bottom of the case. The Propeller is very thin at the leading edge and has several impact damaged areas.

Recommendation – Replace the Bowl Assembly

- Continued -



City of Yuba City  
Estimate for Waste Pump # 20 Repair

Page 2

1-1/2" Head Nut and Shaft (Two Piece)	\$ 685.00
1-1/2" Stretch Bearing Assembly	\$ 775.00
2-1/2" Stretch Tube	\$ 195.00
2-1/2" x 1-1/2" x 5' Tube and Shaft	\$ 298.00
2 - 2-1/2" x 1-1/2" x 10' Tube and Shaft	\$ 1,083.00
14" Flanged Column Pipe – Special Length	\$ 3,516.00
2 – 14" x 10' Flanged Column Pipe	\$ 7,685.00
1 Stage Prime Pump Bowl Assembly, M14 12 Deg.	\$10,525.00
SS Bolting	\$ 325.00
Sales Tax (7.25%)	\$ 1,818.81
Incoming Freight	\$ 950.00
Disassemble Pump and Bowl, Inspect and Evaluate	\$ 860.00
Refurbish Discharge Head	\$ 1,150.00
Sand Blast and Epoxy Coat Colum Inside and Out	\$ 5,330.00
Assemble Pump	\$ 1,085.00

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**Total Price**                      **\$36,280.81**

Steven L. Greenwood  
Commercial Pump & Mechanical, Inc.



March 21, 2019

John Westhouse  
Water Treatment Plant Supervisor  
City of Yuba City  
[jwesthou@yubacity.net](mailto:jwesthou@yubacity.net)

RE: Estimate for Waste Pump # 19 Repair

1-1/2" Head Nut and Shaft (Two Piece)	\$ 685.00
1-1/2" Stretch Bearing Assembly	\$ 775.00
2-1/2" Stretch Tube	\$ 195.00
2-1/2" x 1-1/2" x 5' Tube and Shaft	\$ 298.00
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**Total Price \$36,280.81**

Steven L. Greenwood  
Commercial Pump & Mechanical, Inc.

## ATTACHMENT 2



STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of January 19 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and Commercial Pump & Mechanical, Inc. hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

PULL & INSPECT WASTE PUMPS 19920  
OVERTHAUL 40HP MOTORS Not to exceed \$7,070.00  
REINSTALL PUMPS & MOTORS without City authorization per RFO dated 12/27/18. SA

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

CONTRACTOR

By: Diane Langley

COMMERCIAL Pump & MECHANICAL, INC.

Title: Public Works Director

Address: 11254 MIDWAY CHICO, CA 95926

By: [Signature]

Title: STEVEN L. GREENWOOD, PRESIDENT

License No. 921066



## TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialpeople, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance LO0000565.

## INSURANCE REQUIREMENTS FOR MOST CONTRACTS

### (Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.  
*(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

*Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

City of Yuba City, California  
 1201 Civic Center Blvd., Yuba City, CA 95993

**REQUEST FOR QUOTATION**  
 (THIS IS NOT AN ORDER)


<b>RESPONSE DUE BY</b> 12-28-18	<b>DATE:</b> 12-10-18
<b>TO:</b> CPM 11254 Midway Chico, Ca 95928 530-899-1583	<b>RESPOND TO:</b> DEPT.: Water Treatment Plant PHONE: (530) 822-4826 FAX RESPONSE: (530) 822-4739 ATTN: Rene Garcia RFQ#:

**IMPORTANT NOTICE TO VENDORS**

1. QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED BELOW IN ACCORDANCE WITH TERMS SET FORTH HEREIN. ALL QUOTATIONS MUST BE F O B DESTINATION AND INCLUDE ALL COSTS OF SHIPPING AND HANDLING TO DELIVERY POINT.
2. UNLESS SPECIFICALLY NOTED, SUBSTITUTES MAY BE OFFERED IF THEY ARE EQUAL TO OR EXCEED THE QUALITY OF THE ITEM(S) DESCRIBED. IT SHALL BE TO THE SOLE DISCRETION OF THE CITY TO DETERMINE EQUALITY OF ITEMS OFFERED AND SUITABILITY FOR CITY USE.
3. VENDOR MUST INCLUDE COMPLETE MANUFACTURER SPECIFICATIONS FOR ANY ALTERNATES OFFERED AND PROVIDE A CLEAR AND COMPLETE DESCRIPTION OF MATERIAL OR EQUIPMENT BEING BID INCLUDING TRADE NAME, MODEL SIZE, TYPE AND CATALOG NUMBER. IF REQUESTED BY THE CITY SAMPLES AND/OR PRODUCT DEMONSTRATION MAY ALSO BE REQUIRED.
4. RIGHT IS RESERVED BY THE CITY TO REJECT ANY OR ALL BIDS OR TO SEPARATE ITEMS IN BID, UNLESS THE RIGHT IS SPECIFICALLY DENIED BY BIDDER.
5. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE BY TEN (10%) PER CENT THE QUANTITIES OF ANY ITEM(S) OFFERED.
6. QUOTATION IS TO SHOW NET UNIT AND NET TOTAL PRICES AFTER ALL TRADE AND CITY DISCOUNTS HAVE BEEN DEDUCTED. DO NOT INCLUDE FEDERAL EXCISE TAXES, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.
7. BIDDERS LOCATED OUTSIDE THE STATE OF CALIFORNIA ARE ADVISED THAT USE TAX EQUAL TO THE CURRENT STATE OF CALIFORNIA SALES TAX WILL BE ADDED TO THEIR BID FOR EVALUATION PURPOSES IF CALIFORNIA SALES TAX IS NOT COMPUTED INTO THEIR BID AND/OR A CERTIFICATE NUMBER AUTHORIZING COLLECTION OF CALIFORNIA STATE SALES TAX IS NOT PROVIDED.
8. THE CITY RESERVES THE RIGHT TO MAKE PAYMENT ONLY UPON COMPLETION OF THE ENTIRE ORDER BEING DELIVERED AFTER PURCHASE AWARD.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	2		Pull and inspect waste pumps #19 & #20 located at WTP 701 Northgate Dr. Yuba City, Ca. 95991	1,000	2,000
2	2		Basic overhaul pump motor 40 HP (new bearings, dip & bake) paint to match current colors or color approved by WTP staff	1335	2,670
3	2		Provide a detailed estimate for materials and labor required to complete repairs. (NO WORK IS TO BE PERFORMED PRIOR TO RECEIPT OF WRITTEN AUTHORIZATION FROM THE CITY) Pump repairs to be done on a separate purchase order.		INCL.
4	2		Reinstall motor and pump, set pump bowl clearances, test run pump.	1200	2400
5	2		Record flow and amp readings and report findings. Calculate pump efficiency and report findings.(written report)		INCL
6	2		Provide estimated time line to complete repairs and reinstall pump and motor.	4-6 WEEKS	
7	2		All insurance requirements listed in the Standard Agreement must be met or on file. This is a prevailing wage job.		INCL
TERMS: NET 30			TAXES (SPECIFY): INCLUDED		
DELIVERY DAYS: 4-6 WEEKS			TOTAL NET BID INCLUDING TAXES: 7070 <sup>00</sup>		

IN SUBMITTING THE ABOVE QUOTATION, THE VENDOR AGREES THAT ACCEPTANCE OF ANY OR ALL ITEMS BY THE CITY CONSTITUTES A CONTRACT

SIGNATURE:  TITLE: PRESIDENT DATE: 12/27/10 PHONE #: 530-899-1583  
 FEDERAL TAX ID #: 27-4620686