City of Fayetteville Staff Review Form

2019-0256

Legistar File ID

6/4/2019

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

Tim Nyander	4/23/2019	4/23/2019 WASTEWATER TRE				
Submitted By	Submitted Date	Division	/ Department			
	Action Recommer	ndation:				
Staff recommends repair of the EIMCO Side WWTP in the amount of \$16,481.0	·	•				
	Budget Impa	ct:				
5400.730.5800-5414.0	0	Water and Sewer				
Account Number		Fund				
02069.1		Plant Pumps and Equipment - WWTP				
Project Number		Project Title				
Budgeted Item? Ye	es Curre	ent Budget \$	906,843.00			
	Funds	Obligated \$	901,558.87			
	Curre	nt Balance \$	5,284.13			
Does item have a cost? Yes	es	Item Cost \$	18,087.90			
Budget Adjustment Attached? Yes	es Budget A	djustment \$	18,088.00			
	Remain	ng Budget \$	5,284.23			
Purchase Order Number:	Previo	Previous Ordinance or Resolution #				
Change Order Number:	Appro	val Date:				

Comments: Taxes are estimated at \$1,606.90 for a total of \$18,087.90.

Original Contract Number:



CITY COUNCIL MEMO

MEETING OF JUNE 4, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

Water & Sewer Committee Tim Nyander, Utilities Director

FROM: Greg Weeks, Wastewater Treatment

DATE: April 23, 2019

SUBJECT: GSRU Mechanical Sweep Arm Repair by Multi-craft Contractors, Inc. at the

West Side WWTP.

RECOMMENDATION:

Staff recommends repair of the EIMCO GSRU Mechanical Sweep-arm by Multi-craft Contractors, Inc. at the West Side WWTP in the amount of \$16,481.00 plus applicable taxes, and approval of a budget adjustment.

BACKGROUND:

The West Side Treatment Facility utilizes one of two GSRU units in the primary treatment process to separate heavy solids and floating scums from the process stream prior to biological treatment. Since the facility's commissioning in 2008 the two GSRU units have not required any major maintenance repairs. Earlier this year, a failed GSRU drive was pulled for inspection-repairs. When staff accessed the GSRU interior corrosion damage to the mechanical sweep-arm was observed. Prior to re-installing the rebuilt drive and bringing the GSRU back online, the damaged sweep-arm will need repaired.

DISCUSSION:

Recently, local vendors were invited to the West Side facility for inspection of the corrosion damaged sweep-arm and asked for price proposals. Multi-craft Contractors, Inc submitted a low bid of \$16,481.00. Nabholz and Crossland Heavy Contractors also submitted bids of \$25,315 and \$27,323, respectively. Staff recommends completion of the proposed repairs of the GSRU's mechanical sweep-arm for \$16,481.00 plus applicable taxes.

BUDGET/STAFF IMPACT:

A budget adjustment from capital project No.14018 Sanitary Sewer Rehabilitation – Ramsey and Overcrest will be necessary to fund the repairs. The budgeted funds being transferred is cost savings left over after completing the sewer rehabilitation project.

Attachments:

Quotes Budget Adjustment



March 14, 2019

Jacobs Waste Water 1400 North Fox Hunter Road Fayetteville, AR 72701

John.Turley@jacobs.com

Attn: John Turley

RE: GRSU West Side Total Reassembly

The Mechanical division of Multi-Craft Contractors, Inc. is pleased to present the following proposal. Reassemble the GRSU and repair the scum sweeper.

Scope of work:

- Supply a crane and labor to reassemble the drive unit and catwalk.
- Any components that were removed from the location will need to be moved back to location prior to our arrival.
- Any new hardware required will be by others.
- The catwalk will be anchored using stainless clips with new anchors. The original anchors were cut off during the removal process.
- Provide stainless materials to replace the scum sweeper arm channel and support pipe.
- The new sweeper arm will be mounted to the center divider ring using two spacer plates and stainless hardware.
- Scaffold will be used to access the scum sweeper assembly.
- The new sweeper arm assembly will be by others.
- A Jacobs representative will be need for the final sweeper arm assembly adjustment.
- The GRSU cover will be reassembled to its original state.
- All new hardware will be by others.
- All electrical work will be by others.

Total Price: \$16,481.00

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

Michael Sizemore Mechanical Esti./Proj.Mngr msizemore@multi-craft.net PH: (479) 419-8124

Page 1 of 2

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Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms

Purchaser agrees to pay Multi-Craft Contractors, Inc. for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Final payments due **in full** no later than 30 days from **invoice** date.

Terms as follows:

• Balance due net 30 days

Warranty and Exclusions

Multi-Craft Contractors, Inc. warrants to Purchaser that materials and equipment furnished described within this quote will be of good quality and new unless otherwise required or permitted; that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this quoted project. Components not manufactured but furnished by Multi-Craft Contractors, Inc. as part of its equipment (i.e. motors, starters, thermostats, controls, etc.) will be warranted by Multi-Craft Contractors, Inc. only to the extent of the component manufacturer's warranty scope and period, or for a period of one year from the date of commissioning, whichever term expires first. Multi-Craft Contractors, Inc.'s warranty excludes remedy for damage or defect caused by abuse or modifications by any other party, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Multi-Craft Contractors, Inc. shall not be liable to the Purchaser or its customers for incidental or consequential damages whether in contract, tort, negligence, or strict liability, including but not limited to, loss of profits or revenues, loss of use of the equipment or any associated equipment, cost of substitute equipment, downtime costs, increase in cost of operation, loss of product or materials, or any other special or consequential loss or damages.

WARRANTY PERIOD UNDER THE PROVISIONS MADE HEREIN IS ONE YEAR FROM THE DATE OF COMMISSIONING UNLESS OTHERWISE NOTED, AND VALID ONLY IN THE CONTIGUOUS UNITED STATES

Disputes

Disputes arising out of or in relation to this document which cannot be resolved first through direct discussion between parties involved, shall be in the Circuit Court of Washington County, Arkansas, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Authorized Purchaser & Title					
Acceptance Date					
Purchase Order Number					

Quote Number: 34-19-6641 **Revision:** 2



Proposal For: John Turley

Jacobs Engineering

Project Information:

Project Title: FVWW - set gearbox and replace decking

Location: Fayetteville (West - Wedington)

Proposal Number: 34-19-6641

Revision: 2

Proposal Date: 04/11/2019

Nabholz Industrial Services is pleased to submit this Proposal/Agreement for the above referenced project. This proposal is good for 30 days. Should this proposal be acceptable, please sign, date and fax (or return) a copy to Nabholz Industrial Services at the address indicated below. Thank you for this opportunity to be of service.

DESCRIPTION OF WORK:

We thank you for the opportunity to provide you with this quote and we look forward to working with you in the future. If you have any questions, please do not hesitate to contact me. We have included in this pricing the mobilization of crew and equipment to and from your job site location.

- 1. Quote includes the labor and equipment necessary to a) reset and re-align Owner's motor/gearbox assembly, b) repair skimmer arm and replace with a combination of supplied and Owner's components, and c) re-attachment of decking skin and catwalk structures
- 2. Quote has allowances for fabrication techniques and additional hardware that may have been lost since dismantling.
- 3. Please see Clarifications section for other important information.

Clarifications for the scope of work in this proposal are as follows:

- 1. Owner will provide the Nabholz Craftsmen a safe environment to work by clearing away all non-essential employees and production activities in our work area.
- 2. Delays caused by the owner or agents of the owner are to be billed as additional to this pricing.
- 3. All work performed outside the scope of this proposal will be billed at our normal time and material rates.
- 4. Nabholz will not be responsible for concrete, asphalt and/or any other finished surface damage resulting from the movement of our equipment across the floor.
- 5. Nabholz maintains a standard "On Hook" insurance coverage for rigging of \$1M. Any one component or item that has value in excess of \$1M must be notified to Nabholz, in writing prior to the lift and an insurance rider cost will be added as additional cost to this pricing.
- 6. NIS has not made accommodations for utility removal in this quote. This can be arranged as an adder if needed.
- 7. Owner will provide air monitoring and sampling during duration of projects and alert NIS craftsmen of Air Quality status prior to entry to any pits or tanks
- 8. Owner will have pumped out tanks, rinsed, and pumped rinse water prior to NIS craftsment entering tanks or pits
- 9. Nabholz has excluded electrical work from this pricing estimate but can make that option available as part of our services upon request.

Quote Number: 34-19-6641 **Revision:** 2

NOTICE TO PROCEED: Upon receipt of your written acceptance of this proposal either by purchase order referencing this proposal number or your approval below, up to 10 working days shall be required as lead time prior to the project start date. This notice excludes delays due to circumstances beyond the control of Nabholz Industrial Services, such as weather and access to work areas.

TOTAL PRICE for this work: \$25,315.00

Respectfully Submitted:

Brad Guthrie

E-mail: brad.guthrie@nabholz.com

Cell: 479-422-1257

AGREEMENT TERMS & CONDITIONS:

Contract Documents: this Agreement, together with the Proposal, shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: shall be per the Contract Documents and shall constitute the "Work". (b)Nabholz(/b) Industrial Services shall use its best care, skill and diligence in supervising and directing the Work; and have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Owner expressly warrants that any plans, drawings and specifications furnished by Owner are true, correct, and complete; and Nabholz Industrial Services is entitled to rely upon the adequacy, accuracy, and completeness of such documents. Nabholz Industrial Services will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Nabholz Industrial Services excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects, or engineers; costs for after hour work, shift work, or weekend work.

Important Notice to Owner: I understand that each person supplying material or fixtures is entitled to a lien against property if not paid in full for materials used to improve the property even though the full contract price may have been paid to the contractor. I realize that this lien can be enforced by the sale of the property if necessary. I am also aware that payment may be withheld to the contractor in the amount of the cost of any materials or labor not paid for. I know that it is advisable to, and I may, require the contractor to furnish to me a true and correct full list of all suppliers under the contract, and I may check with them to determine if all materials furnished for the property have been paid for. I may also require the contractor to present lien waivers by all suppliers, stating that they have been paid in full for supplies provided under the contract, before I pay the contractor in full. If a supplier has not been paid, I may pay the supplier and contractor with a check made payable to them jointly.

Payment Terms: Owner agrees to pay Nabholz Industrial Services for the performance of the Work, subject to modification by written change orders signed by both parties. Payments shall have no retainage withheld on invoices submitted by Nabholz Industrial Services with payments due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the maximum lawful rate. Some invoices may be submitted for less than the full and final contracted amount and based on work progress. Final payment shall be due in full, when the Work is completed and final invoice is submitted.

Insurance: Nabholz Industrial Services shall maintain insurance for Workers' Compensation, Employer's Liability, Comprehensive Automobile Liability, Comprehensive or Commercial General Liability on an occurrence basis.

Government Funded work: "Client acknowledges that it is the responsibility of the Client to notify Nabholz if this project is funded by federal or state funding prior to Nabholz pricing the project and beginning work. In the event Client fails to so notify Nabholz, Client shall indemnify and hold harmless Nabholz from any costs, fees, expenses, or damages brought by any governmental agency or third party for failure to comply with any law or regulation governing the terms and conditions of the work."

Disputes: if a dispute arises out of or relates to this Agreement, or the breach thereof, the parties shall attempt to settle the dispute first through direct discussions, then by mediation before recourse to arbitration (unless parties mutually agree otherwise, mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association). Disputes shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The location of the arbitration shall be the location of the Project or Nabholz Industrial Services office at Nabholz Industrial Services' discretion.

Termination: Owner and Nabholz Industrial Services may terminate this Agreement only in the event of a material breach and only after providing written notice by letter delivered to the address stated herein and only after more than ten days has elapsed after such written notice without attempts to cure the default.

Exclusion of Warranties: Nabholz Industrial Services makes no warranties, either express or implied. The implied warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are hereby disclaimed.

Miscellaneous: this Agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. All implied covenants are waived. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreements are acceptable.

The undersigned hereby accepts Nabholz's bid and authorizes it to carry out the work on the terms and specifications set out herein

AUTHORIZED ACCEPTA	NCE			
Date:	P.O.#:			
Authorized by (Print Name)	•			
Signature:				
*Signature acknowledges acceptance of all applicable terms and conditions attached				

3301 N 2nd Street Rogers, AR 72756 | Phone: 479-659-7950 | Fax: 479-631-0259 | www.nabholz.com Page 3



1800 S. 52nd Street, Suite 410

Rogers, Arkansas 72758

tel 479,464,7077

fax 479,464,7050

April 10, 2019

Mr. JD Turley Jacobs 1400 N Fox Hunter Road Fayetteville, AR. 72701

Reference: Clarifier Skimmer Arm Repair

Mr. Turley,

You have asked us to give you a proposal cost for the removal of existing equipment and replacement of the skimmer arm supports. This proposal includes reassembly of the skimmer components and associated grating, handrail and safety platforms to working order.

Crossland Heavy will be providing stainless steel beams & tubing to replace the corroded items currently in use and will be using stainless steel anchors/bolts/washers to re-attach the necessary components that have been removed. Coated mild steel can be used in full submersion applications, but stainless steel is a superior option that will suffer little to no adverse effects from the harsh working environment of the equipment and is industry standard for submerged wastewater applications.

Below is a cost breakdown of the work as described:

- Necessary Materials, Small Tools, Safety Equipment: \$6,316.40
- Necessary Labor (1 Foreman, 2 Skilled Carpenters, 1 Welder): \$12,324.48
- Necessary Equipment (Lull, Man lift, Scaffold): \$7,506.00
- Bond, Insurance, Overhead Expenses: \$1,176.61
- Total Proposed Amount Per Scope \$27,323.00

This proposal does not include the following items:

- Cleaning of existing structure or structure components
- Purchase of materials outside of specified replacement beam sections and anchor bolts/nuts/washers
- Any electrical work, wiring or controls
- Concrete/asphalt modifications
- Startup of skimmer motor or associated equipment
- Repair of existing damage or corrosion beyond specified scope
- Repair to coatings or paint



705 S. Lincoln Street Lowell, AR. 72745

Crossland Heavy is pleased to be approached by Jacobs to put pricing together for this work. Please feel free to call or email with any questions, concerns or comments regarding this proposal.

Respectfully,

Garrett Street Project Manager

620-202-1834



Project:

Fayetteville Skimmer Arm Repair

Cost Proposal

1

Proposal Description: This pricing includes removal of the existing skimmer arm equipment and replacement of degraded or damaged parts. Full re-assembly of the scum removal unit including all walkways and handrails is included in this quotation.

Material	Mahilingtion 9 Off Loading	# of	f Units	UOM	Uni	it Price		Extension
	Mobilization & Off-Loading Safety Materials		1.00	LS	ć	450.00		\$450.00
	Metals STS		1.00	LS	\$ \$	450.00		\$450.00
	Misc. Metals		1.00	LS	\$ \$	3,744.00		\$3,744.00
			1.00	LS		250.00		\$250.00
	Equipment Fuel			LS	\$ \$			\$350.00
	SS Anchors & Epoxy		1.00	LS	Ş	350.00		\$350.00
				Total Mate	prials			\$5,244.00
				Total Mate		w/taxes		\$5,742.18
				Overhead o			<u>20%</u>	\$574.22
				Total Mate	-		<u>=070</u>	\$6,316.40
						,		70/020110
Labor		Hou	urly \$	# of Units	MH	I/U	Total MH	Extension
	Mobilization/Demobilization							
	Foreman	\$	45.00		1	8	8.00	\$360.00
	Skilled Carpenter/Metal Worker	\$	27.00		2	8	16.00	\$432.00
	Welder	\$	32.00		1	8	8.00	\$256.00
	Skimmer Arm Removal							
	Foreman	\$	45.00		1	10	10.00	\$450.00
	Skilled Carpenter/Metal Worker	\$	27.00		2	10	20.00	\$540.00
	Welder	\$	32.00		1	10	10.00	\$320.00
	Skimmer Arm Replacement							
	Foreman	\$	45.00		1	10	10.00	\$450.00
	Skilled Carpenter/Metal Worker	\$	27.00		2	10	20.00	\$540.00
	Welder	\$	32.00		1	10	10.00	\$320.00
	Eimco Drive Unit - Set							
	Foreman	\$	45.00		1	8	8.00	\$360.00
	Skilled Carpenter/Metal Worker	\$	27.00		2	8	16.00	\$432.00
	Welder	\$	32.00		1	8	8.00	\$256.00
	Structural Steel/Grating - Install							
	Foreman	\$	45.00		1	10	10.00	\$450.00
	Skilled Carpenter/Metal Worker	\$	27.00		2	10	20.00	\$540.00
	Welder	\$	32.00		1	10	10.00	\$320.00
	Handrail Replacement/Cleanup							
	Foreman	\$	45.00		1	10	10.00	\$450.00
	Skilled Carpenter/Metal Worker	\$	27.00		2	10	20.00	\$540.00
	Welder	\$	32.00		1	10	10.00	\$320.00

			Total Direct Cost Labor Labor Burden Total w/Labor Burden Overhead & Profit Total Labor			\$7,336.00 \$2,934 \$10,270.40 <u>\$2,054.08</u> \$12,324.48
Equipment		# of Units	UOM	Unit Price		Extension
	Skimmer Arm Equipment					
	Lull/Reachfork	5.00	Day	\$225.00		\$1,125.00
	Snorkel Manlift	5.00	Day	\$300.00		\$1,500.00
	Equipment Mobilization	4.00	Each	\$500.00		\$2,000.00
	Scaffolding System	1.00	Each	\$750.00		\$750.00
	Pickup Trucks & Fuel	2.00	Each	\$350.00		\$700.00
	Cell Phones	2.00	Each	\$90.00		\$180.00
			<u>Total Equipment</u> <u>Overhead & Profit</u>		20%	<u>\$6,255.00</u> \$1,251.00
				ment w/Profit		<u>\$7,506.00</u>
			,	_		
Subcontractor		# of Units	UOM	Unit Price		Extension
			<u>Total Direct Cost</u> <u>Overhead & Profit</u> <u>Total Subcontractor w/Profit</u>		<u>10%</u>	\$0.00 <u>\$0.00</u> <u>\$0.00</u>
Deduct		# of Units	UOM	Unit Price		Extension
			<u>Total Deduct</u>			<u>\$0.00</u>
	Total Proposal Amount					\$26,146.88
	.,	Bond/Ins	surance/OH	, ,, , , , , , , , , , , , , , , , , , ,		
		Ехр	Expenses 4.5%			<u>\$1,176.61</u>
	Total Proposal Amount w/Bond Total Proposal Amount w/Bond Total Scheduled Days		\$27,323.49 \$27,323 6.00			
	Signature:	<u>Date:</u>			Date:	