

City of Fayetteville Staff Review Form

2020-0811

Legistar File ID

10/20/2020

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

Tim Nyander

9/30/2020

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #20-50 and authorizing a contract with Paladino Painting Co., LLC in the amount of \$147,160.00 for construction related to the rehabilitation of four concrete clarifier troughs at the Noland Water Resource Recovery Facility.

Budget Impact:

5400.730.5800-5400.00	Water and Sewer																														
Account Number	Fund																														
02032.1	WWTP Building Improvements																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">3,887,656.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,792,301.48</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,095,354.52</td> </tr> </table>	Budgeted Item?	Yes	Current Budget	\$	3,887,656.00			Funds Obligated	\$	2,792,301.48			Current Balance	\$	1,095,354.52	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 30%; border-bottom: 1px solid black;">Item Cost</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">147,160.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">948,194.52</td> </tr> </table>			Item Cost	\$	147,160.00			Budget Adjustment	\$	-			Remaining Budget	\$	948,194.52
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V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF OCTOBER 20, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Tim Nyander, Utilities Director

FROM: Corey Granderson, Utilities Engineer

DATE: September 30, 2020

SUBJECT: Bid #20-50, Paladino Painting Co., LLC – Construction Contract for Noland WRRF Clarifier Trough Rehab

RECOMMENDATION:

Staff recommends awarding Bid #20-50 and approving a construction contract with Paladino Painting Co., LLC in the amount of \$147,160.00 for construction related to the rehabilitation of four concrete clarifier troughs at the Noland Water Resource Recovery Facility.

BACKGROUND:

These secondary (or final) clarifiers at the Noland WRRF allow the activated sludge floc to settle out of the water and be pumped to solids handling or returned to the activated sludge process. Effluent leaving these clarifiers must flow through the concrete troughs that are being rehabilitated with this project. The concrete is decades old and has never been coated or rehabilitated. This project will increase the serviceable life of the concrete here, avoiding the need for more costly repairs or reconstruction.

DISCUSSION:

On August 19, 2020 the City of Fayetteville accepted sealed competitive bids for the Noland WRRF Clarifier Trough Rehab project. Only one bid was received. Paladino Painting Co. bid \$173,550.00 on the original scope. To keep the project within the max award amount of \$125,000.00, two deductive alternates were taken for a total of \$90,150.00.

During contract negotiation the project was value-engineered to use a different concrete mortar repair product. This resulted in a unit cost reduction of \$5,700 per clarifier or \$22,800 total reduction. Furthermore, this reduced the cost for bonding and insurances by \$3,590. A Change Order is proposed along with this bid award contract to adjust the unit pricing to reflect the value engineering exercise. The total project cost after this change order is \$147,160.00.

BUDGET/STAFF IMPACT:

Funds are available for this project in the WWTP Building Improvements account.

Attachments:

Certified Bid Tab, Bid #20-50
Agreement & Change Order #1

This contract executed this ____ day of _____, 2020, between the City of Fayetteville, Arkansas, and Paladino Painting Company, LLC (Paladino). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paladino at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 20-50 as stated in Paladino's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 20-50, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Paladino based on their bid proposal in an amount not to exceed \$ 90,150.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Paladino consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 20-50 with the specifications and conditions typed thereon.
 - B. Paladino's bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Paladino and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Paladino.
5. Paladino shall not assign its duties under the terms of this agreement.
6. Paladino agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Paladino's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Paladino shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Paladino shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

<u>Workmen's Compensation</u>	Statutory Amount
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Comprehensive General & Automobile Insurance

Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Paladino.

8. Paladino to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Paladino with 30 days written notice.
10. This project shall be completed within **50 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: Not applicable for this project.
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2018.

CONTRACTOR NAME

CITY OF FAYETTEVILLE, ARKANSAS

Crystal Paladino, President
Signature

By: _____
LIONELD JORDAN, Mayor

Crystal Paladino, President
Printed Contractor Name & Title

Jenny L. Huchuel
ATTEST (Signature)

ATTEST: (Signature)

Crystal Paladino
Company Secretary (Printed Name)

Kara Paxton, City Clerk – Treasurer

Business Address

104 Ward Drive Morrilton, AR 72110
City, State & Zip Code

Date Signed: _____

Date Signed: _____



**CITY OF
FAYETTEVILLE
ARKANSAS**

CHANGE ORDER

Contract Title: Bid 20-50, Construction, Noland Clarifier Troughs

Change Order No. 1

Date of Issuance: _____

To Contractor: Paladino Painting Co., LLC

ORDINANCE/RESOLUTION: _____

Effective: _____

The Contract is changed as follows:

Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
1	Bonding and Insurance	1	LS	\$ 6,750.00	1	\$ 3,160.00	\$6,750.00	\$3,160.00
2	Trough Rehabilitation	2	EA	\$ 41,700.00	4	\$ 36,000.00	\$83,400.00	\$144,000.00
Summation of Cost							\$90,150.00	\$147,160.00
Net Cost for this Change Order								\$57,010.00

Not valid until signed by the Owner

The original Contract Price was	\$90,150.00
Net change by previously authorized change orders	\$ -
The Contract Price prior to this Change Order was	\$ 90,150.00
The Contract Price will increase by	\$ 57,010.00
The new Contract Price including this Change Order will be	\$ 147,160.00
The Contract Time(s) will increase by decrease by [remain unchanged]	0 calendar days
Required dates of Completion as of the date of this Change Order therefore are:	
Substantial Completion	TBD
Final Completion	TBD

NOTE: This summary does not reflect changes in the Contract Price or Time(s) which have been authorized by Work Change Directives not incorporated in this or previous Change Orders.

Paladino Painting Co., LLC

Cristal Paladino, President
BY _____ DATE _____

CITY OF FAYETTEVILLE

BY _____ DATE _____

Bid Tabulation

Bid 20-50, Construction - Noland Clarifier Trough Rehab

Deadline: Wednesday, August 19, 2020 before 2:00 PM, Local time

Certification of Funds: \$100,00.00

Certification of Funds + 25% (Max Allowed Award): \$125,000.00

				Paladino Painting Co., LLC	
				Total Cost	\$ 90,150.0
#	Items	Quantity Required	Unit of Measure	Unit Price	Total Cost
#1-1	Bonding and Insurance	1	Lump Sum	\$ 6,750.0	\$ 6,750.0
#1-2	Furnish and install a cementitious, one-component resurfacing mortar liner on all interior concrete surfaces within a secondary clarifier	4	EA	\$ 41,700.0	\$ 166,800.0
#2-1	Deductive Alternate - Furnish and install a cementitious, one-component resurfacing mortar liner on all interior concrete surfaces within a secondary clarifier	-1	EA	\$ 41,700.0	\$ -41700
#2-2	Deductive Alternate 2 - Furnish and install a cementitious, one-component resurfacing mortar liner on all interior concrete surfaces within a secondary clarifier	-1	EA	\$ 41,700.0	\$ -41700



Bid 20-50 - Bid 20-50, Construction - Noland Clarifier Troughs

Project Overview

Project Details	
Reference ID	Bid 20-50
Project Name	Bid 20-50, Construction - Noland Clarifier Troughs
Project Owner	Andrea Foren
Project Type	ITB
Department	Purchasing
Certification of Funds	\$100,000.00
Project Description	Noland Clarifier Troughs
Open Date	Jul 26, 2020 12:00 AM CDT
Close Date	Aug 19, 2020 2:00 PM CDT

Highest Scoring Supplier	Score
Paladino Painting Co., LLC	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
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Required City Forms	Aug 19, 2020 2:01 PM CDT	Les McGaugh
Bid Bond	Aug 19, 2020 2:01 PM CDT	Les McGaugh
Bid 20-50, Bid Form (BT-37GS)	Aug 19, 2020 2:01 PM CDT	Les McGaugh
AR Secretary of State Filing #-	Aug 19, 2020 2:01 PM CDT	Les McGaugh
AR Contractor's License #	Aug 19, 2020 2:01 PM CDT	Les McGaugh
Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.	Aug 19, 2020 2:01 PM CDT	Les McGaugh

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Les McGaugh	Aug 19, 2020 2:02 PM CDT	No



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Paladino Painting Co., LLC	Aug 19, 2020 11:47 AM CDT	Terry Upchurch	ppcestimating@yahoo.com	OTU1OTU=





Scoring Summary

Active Submissions

	Total	Within Certified	Total Base Bid Price
Supplier	/ 100 pts	Pass/Fail	/ 100 pts
Paladino Painting Co., LLC	100 pts	Pass	100 pts (\$173,550.00)

Signatures

Name	Signatures
<p>Andrea Foren (Project Owner)</p>	<p>Andrea Foren  Digitally signed by Andrea Foren Date: 2020.10.08 10:58:35 -05'00'</p>
<p>Les McGaugh (Evaluator)</p>	<p>Les McGaugh  Digitally signed by Les McGaugh Date: 2020.10.08 10:49:45 -05'00'</p>