

City of Fayetteville Staff Review Form

2021-0730

Legistar File ID

11/2/2021

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

Tim Nyander

10/13/2021

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order No. 2 to the contract with Midland Industrial Services, LLC in the amount of \$1,920.44 for additional changes directed during construction as work change directives to the contractor on the Noland WRRF Electrical Improvements Project.

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: 30%; text-align: right;">\$ 3,680,902.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$ 1,913,763.34</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right; border: 1px solid black;">\$ 1,767,138.66</td> </tr> <tr> <td>Does item have a cost?</td> <td style="text-align: center;">Yes</td> <td style="border-bottom: 1px solid black;">Item Cost</td> <td style="text-align: right;">\$ 1,920.44</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="text-align: center;">No</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</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; border: 1px solid black;">\$ 1,765,218.22</td> </tr> </table>	Budgeted Item?	Yes	Current Budget	\$ 3,680,902.00			Funds Obligated	\$ 1,913,763.34			Current Balance	\$ 1,767,138.66	Does item have a cost?	Yes	Item Cost	\$ 1,920.44	Budget Adjustment Attached?	No	Budget Adjustment	\$ -			Remaining Budget	\$ 1,765,218.22	
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V20210527

Purchase Order Number: 2020-484

Previous Ordinance or Resolution # 160-20

Change Order Number: 2

Approval Date: _____

Original Contract Number: 2020-34

Comments:



MEETING OF NOVEMBER 2, 2021

TO: Mayor and City Council

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

FROM: Tim Nyander, Utilities Director

DATE: October 13, 2021

SUBJECT: Reconciliation Change Order (Midland Industrial Services) for the Noland WRRF Electrical Upgrades

RECOMMENDATION:

Staff recommends approval of a change order with Midland Industrial Services, LLC in the amount of **\$1,920.44** for additional work change directives to the contractor.

BACKGROUND:

Resolution 160-20 approved a construction contract for electrical high-voltage replacements and upgrades at the Noland Water Resource Recovery Facility with Midland Industrial Services, LLC in the amount of \$1,036,491.85. Construction began in Summer 2020. Change Order No. 1 was approved (Res. 273-20) in the amount of \$349,814.99 to account for additional underground high voltage cabling and termination end points that had not been identified during the engineering design phase but were necessary for function and safety of the overall project.

DISCUSSION:

During construction, City Staff provided minor work change directives to the contractor to ensure the best end product would be delivered. These include increasing size of underground conduits from 3-in to 4-in to accommodate a neutral wire called out on the plans/specs. These portions of work had been identified as larger in the plant as-builts but upon exposure, needed to be upgraded to function with the overall design intent. More details can be seen in the contractor's narrative and the Engineer's cover letter. The cost increase for these items is \$6,713.00.

Furthermore, the contractor did not utilize a portion of their confined space bid allowance, for a savings of \$4,792.56. Therefore, the net change order needed to reconcile all quantities is **\$1,920.44.**

BUDGET/STAFF IMPACT:

Funds are available in the WWTP Building Improvements account.

ATTACHMENTS:

Engineer Recommendation
Contractor Pricing Quote
Change Order Worksheet



Proposal

Proposal For:	AMCE	Proposal Information:	Lump Sum
Name:	Brent Corwin	Project Title:	Change Orders
Address:	Noland WWTP	Location:	Fayetteville, AR
Phone:		Proposal Number:	21PE-132R1
Email:	Brent.corwin@amce.com cgranderson@fayetteville-ar.gov	Proposal Date:	07/20/2021

Midland Industrial Service 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 Midland Industrial Service at the above address. Thank you for this opportunity to be of service.

DESCRIPTION OF WORK:

Midland Industrial Service agrees to provide all labor, materials and equipment, unless otherwise noted to perform the following specific scope of work.

Change Orders

Scope of Work

- The Ozone Building
 - *We added a full size neutral from transformers to new MDP. This includes changing pipe sizes from 3" to 4" PVC as well as changing wire size from 2/0 to 500MCM and terminations at transformers.
 - *The cost difference from the wire, pipe size, and terminations: \$6,524.00
 - *Labor cost for installing increased pipe size, 500MCM, and extra terminations at transformers: \$2,520.00
 - *TOTAL: \$9,044.00
- The Blower Building
 - *We added a full size neutral from transformer to new MDP. This includes changing pipe size from 3" to 4" PVC, Robroy, and ridged pipe as well as wire size from 3/0 to 500 MCM and terminations at transformers.
 - *The cost difference from the wire, pipe size, and terminations: \$9,785.00
 - *Labor cost for installing increased pipe size, 500MCM, and extra terminations at transformers: \$2,520.00
 - *TOTAL: \$12,305.00
- High Voltage Reconfiguration at SWGR 100
 - *Provide and Install (3) 600I Elbows in Vault, (6) 200I Elbows at Sta 100 and Sectionalizing Cabinet, (3) Module Splice in Vault 1, (3) 600 Amp Insulated Dust Cover @ Sta 101



*Labor to Install: \$5,360.00

*Material Cost: \$4,140.00

*TOTAL: \$9,500.00

- **\$30,849.00 Total**
 - \$9,500.00 HV Change Order
 - \$5,040.00 Extra Labor
 - \$5,096.00 Extra Concrete
 - \$4,500.00 Wire
 - \$6,713.00**

Total Cost - \$6,713.00

EXCLUSIONS and CONDITIONS from the scope of work in this proposal are as follows:

1. The owner is expected to provide the Midland Craftsmen a safe work environment by clearing away all unnecessary employees and other production activities from the work area.

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 5 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 Midland Industrial Service, such as weather and access to work areas.

AGREEMENT

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". Midland Industrial Service 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 Midland Industrial Service is entitled to rely upon the adequacy, accuracy, and completeness of such documents. Midland Industrial Service will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Midland Industrial Service excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; Service 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 Midland Industrial Service for the performance of the Work, subject to modification by written change orders signed by both parties. Payment for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Midland Industrial Service with payments due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at 10% per annum rate. Final payment shall be due when the Work is completed and final invoice is submitted.

Insurance: Midland 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 Midland if this project is funded by federal or state funding prior to Midland pricing the project and beginning work. In the event Client fails to so notify Midland, Client shall indemnify and hold harmless Midland 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."

Termination: Owner and Midland Industrial Service 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.



Governing Law: This Agreement shall be governed by law, and construed in accordance with, the laws of the State of Arkansas without regard to its conflict of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted exclusively in the State of Arkansas Circuit Court for Washing County. The Parties irrevocably waive any objection which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction.

Exclusion of Warranties: MIDLAND 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.

Accepted by Owner: Proposal Number: 21PE-132R1

Respectfully Submitted:

Signature:

Title:

Acceptance Date:

Purchase Order Number:

Midland Industrial Services, LLC



ALLGEIER, MARTIN and ASSOCIATES, INC.
———— Consulting Engineers ————

July 27, 2021

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Re: Noland WWTP Change Order #2

Dear Mr. Granderson:

Midland Industrial Services made some changes to several areas nearing completion of the project. These are listed in their proposal for a change order. Their proposal indicates cost and then a reduction in cost due to discussions with them.

Midland had to increase the size of several locations of underground conductor from 3" to 4" to accommodate a neutral called out by the plans and specifications. Midland installed copper wire as called out in the plans and specifications. The actual size of some conduit and wire was smaller than stated in the plans based upon original documents for the facility.

Bullet point three has been removed from the proposal.

We have had several discussions with Midland and have agreed upon a change order cost of \$6,713.00. If this is acceptable to the city, we would like to proceed with the change order for this project.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Brent Corwin

A. Brent Corwin, P.E.
Electrical Project Manager

ABC

Enclosures

cc: Tim Nyander
Enclosures



CHANGE ORDER

Contract Title: Bid 20-30, Construction, Noland WWTP Electrical Upgrades

Change Order No. 2

Date of Issuance: August 4, 2021

To Contractor: Midland Industrial Services, LLC

ORDINANCE/RESOLUTION: 160-20
Effective: June 4, 2020

The Contract is changed as follows:

Bid	Bid	Previous	Unit	Contract	Revised	Revised	Original	Revised
Item	Item	Estimated	of	Unit	Estimated	Unit	Estimated	Estimated
No.	Description	Quantity	Measure	Price	Quantity	Price	Cost	Cost
#1-1	Backup Generators	1	LS	\$ 53,724.00	1	\$ 53,724.00	\$ 53,724.00	\$ 53,724.00
#1-2	All remaining 15kV equipment for functional system	1	LS	\$ 15,072.00	1	\$ 15,072.00	\$ 15,072.00	\$ 15,072.00
#1-3	Labor & Material to install Metal Building at Aeration Basin	1	LS	\$ 10,372.00	1	\$ 10,372.00	\$ 10,372.00	\$ 10,372.00
#1-4	Material Only 480-volt switchgear	1	LS	\$ 324,860.00	1	\$ 324,860.00	\$ 324,860.00	\$ 324,860.00
#1-5	All 480-volt equipment - LABOR	1	LS	\$ 175,000.00	1	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00
#1-6	All 480-volt equipment - MATERIALS	1	LS	\$ 139,255.00	1	\$ 139,255.00	\$ 139,255.00	\$ 139,255.00
#1-7	Mobilization	1	LS	\$ 47,598.40	1	\$ 47,598.40	\$ 47,598.40	\$ 47,598.40
#1-8	Bonding & Insurance	1	LS	\$ 17,500.00	1	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00
#2-1	INSTALL 4/0 URD-AL 15kV CONDUCTOR	5355	LF	\$ 4.80	5355	\$ 4.80	\$ 25,704.00	\$ 25,704.00
#2-2	15-UG17-1500	4	EA	\$ 5,357.00	4	\$ 5,357.00	\$ 21,428.00	\$ 21,428.00
#2-3	15-UG17-750	2	EA	\$ 5,357.00	2	\$ 5,357.00	\$ 10,714.00	\$ 10,714.00
#2-4	15-UG17-500	4	EA	\$ 5,357.00	4	\$ 5,357.00	\$ 21,428.00	\$ 21,428.00
#2-5	PAD WORK (Labor and material)	8	EA	\$ 4,263.00	8	\$ 4,263.00	\$ 34,104.00	\$ 34,104.00
#2-6	UC1	1	EA	\$ -	1	\$ -	\$ -	\$ -
#2-7	15-UM33A	1	EA	\$ 8,995.00	1	\$ 8,995.00	\$ 8,995.00	\$ 8,995.00
#2-8	UM48-2	13	EA	\$ 442.00	13	\$ 442.00	\$ 5,746.00	\$ 5,746.00
#2-9	VISTA-413	1	EA	\$ 17,930.00	1	\$ 17,930.00	\$ 17,930.00	\$ 17,930.00
#2-10	VISTA-624	1	EA	\$ 20,229.00	1	\$ 20,229.00	\$ 20,229.00	\$ 20,229.00
#2-11	4" CONDUIT	95	FT	\$ 27.00	95	\$ 27.00	\$ 2,565.00	\$ 2,565.00
#2-12	REMOVE #4 AWG	1445	LF	\$ 3.01	1445	\$ 3.01	\$ 4,349.45	\$ 4,349.45
#2-13	REMOVE 1/0 AWG	130	LF	\$ 3.00	130	\$ 3.00	\$ 390.00	\$ 390.00

#2-14	REMOVE 4/0 URD-AL 15kV CONDUCTOR	5370	LF	\$ 4.00	5370	\$ 4.00	\$ 21,480.00	\$ 21,480.00
#2-15	REMOVE UG17-1500	6	EA	\$ 4,533.00	6	\$ 4,533.00	\$ 27,198.00	\$ 27,198.00
#2-16	REMOVE UG17-500	4	EA	\$ 4,725.00	4	\$ 4,725.00	\$ 18,900.00	\$ 18,900.00
#2-17	REMOVE UC1	1	EA	\$ -	1	\$ -	\$ -	\$ -
#2-18	REMOVE UM3E-3	2	EA	\$ 4,725.00	2	\$ 4,725.00	\$ 9,450.00	\$ 9,450.00
#2-19	REMOVE UM48-2	1	EA	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
CO1.1	Demo, provide, and install (170' x 3) 510' Med. Voltage Cable; Switchgear 100 to new vault in front of headworks	1	LS	\$ 12,936.88	1	\$ 12,936.88	\$ 12,936.88	\$ 12,936.88
CO1.2	Terminations; Switchgear 100 to new vault in front of headworks	1	LS	\$ 19,369.32	1	\$ 19,369.32	\$ 19,369.32	\$ 19,369.32
CO1.3	Confined Space; Switchgear 100 to new vault in front of headworks	1	LS	\$ 15,689.75	1	\$ 15,689.75	\$ 15,689.75	\$ 15,689.75
CO1.4	Demo, provide, and install (500' x 3) 1500' Med. Voltage Cable; New vault in front of headworks to switchgear 102	1	LS	\$ 12,781.25	1	\$ 12,781.25	\$ 12,781.25	\$ 12,781.25
CO1.5	Terminations; New vault in front of headworks to switchgear 102	1	LS	\$ 18,208.72	1	\$ 18,208.72	\$ 18,208.72	\$ 18,208.72
CO1.6	Confined Space; New vault in front of headworks to switchgear 102	1	LS	\$ 16,935.62	1	\$ 12,143.06	\$ 16,935.62	\$ 12,143.06
CO1.7	Demo, provide, and install (425' x 3 x 2) 2550' Med. Voltage Cable; Switchgear 102 to Blower Bldg. Transformers	1	LS	\$ 44,684.38	1	\$ 44,684.38	\$ 44,684.38	\$ 44,684.38
CO1.8	Terminations; Switchgear 102 to Blower Bldg. Transformers	1	LS	\$ 16,210.00	1	\$ 16,210.00	\$ 16,210.00	\$ 16,210.00
CO1.9	Confined Space; Switchgear 102 to Blower Bldg. Transformers	1	LS	\$ 14,093.75	1	\$ 14,093.75	\$ 14,093.75	\$ 14,093.75
CO1.10	Demo, provide, and install (45' x 3) 135' Med. Voltage Cable; Switchgear 102 to Old Ops Bldg. Transformer	1	LS	\$ 7,100.19	1	\$ 7,100.19	\$ 7,100.19	\$ 7,100.19
CO1.11	Terminations; Switchgear 102 to Old Ops Bldg. Transformer	1	LS	\$ 16,210.00	1	\$ 16,210.00	\$ 16,210.00	\$ 16,210.00
CO1.12	Demo, provide, and install (250' x 3 x 2) 1500' Med. Voltage Cable, Conduit, cut outs at pole; Effluent Pump Station Transformer	1	LS	\$ 28,343.75	1	\$ 28,343.75	\$ 28,343.75	\$ 28,343.75
CO1.13	Terminations/Testing; Switchgear 102 to Old Ops Bldg. Transformer	1	LS	\$ 16,598.11	1	\$ 16,598.11	\$ 16,598.11	\$ 16,598.11
CO1.14	Demo, provide, and install (150' x 3 x 2) 900' Med. Voltage Cable; PMH19 Switchgear @ Aeration to Ozone Bldg.	1	LS	\$ 19,006.25	1	\$ 19,006.25	\$ 19,006.25	\$ 19,006.25

CO1.15	Terminations/Testing: PMH19 Switchgear @ Aeration to Ozone Bldg.	1	LS	\$ 15,898.40	1	\$ 15,898.40	\$ 15,898.40	\$ 15,898.40
CO1.16	Demo, provide, and install (60' x 3 x 2) 360' Med. Voltage Cable; PMH19 Switchgear to Aeration Bldg. Transformers	1	LS	\$ 10,602.50	1	\$ 10,602.50	\$ 10,602.50	\$ 10,602.50
CO1.17	Terminations/Testing: PMH19 Switchgear to Aeration Bldg. Transformers	1	LS	\$ 16,396.14	1	\$ 16,396.14	\$ 16,396.14	\$ 16,396.14
CO1.18	New Enclosures at vista switches and effluent pump station.	1	LS	\$ 5,435.25	1	\$ 5,435.25	\$ 5,435.25	\$ 5,435.25
CO1.19	Building size and concrete pad increased at aeration basin	1	LS	\$ 5,096.00	1	\$ 5,096.00	\$ 5,096.00	\$ 5,096.00
CO1.20	Additional concrete work at influent pump station	1	LS	\$ 8,963.58	1	\$ 8,963.58	\$ 8,963.58	\$ 8,963.58
CO1.21	Additional concrete work at old ops building.	1	LS	\$ 12,758.45	1	\$ 12,758.45	\$ 12,758.45	\$ 12,758.45
CO1.22	Additional concrete work at effluent pump station.	1	LS	\$ 12,968.23	1	\$ 12,968.23	\$ 12,968.23	\$ 12,968.23
CO1.23	Relocate 480/120 transformer at ozone building.	1	LS	\$ 3,528.47	1	\$ 3,528.47	\$ 3,528.47	\$ 3,528.47
CO2.1	Work Change Directives in Field at Ozone Building, Blower Building, and High Voltage Reconfiguration (breakdown attached)	0	LS	\$ -	1	\$ 6,713.00	\$ -	\$ 6,713.00

Summation of Cost \$ 1,386,306.84 \$ 1,388,227.28

Net Cost for this Change Order \$1,920.44

Not valid until signed by the Owner

The original Contract Price was	\$ 1,036,491.85
Net change by previously authorized change orders	\$ 349,814.99
The Contract Price prior to this Change Order was	\$ 1,386,306.84
The Contract Price will [increase by][decrease by][remain unchanged]	\$ 1,920.44
The new Contract Price including this Change Order will be	\$ 1,388,227.28
The Contract Time(s) will [increased by][decreased by][remain unchanged]	60 calendar days
Required dates of Completion as of the date of this Change Order therefore are:	
Substantial Completion	3/28/2021
Final Completion	4/27/2021

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.

Midland Industrial Services, I.L.C

CITY OF FAYETTEVILLE


BY

9/14/21
DATE

BY DATE