

City of Fayetteville Staff Review Form

2018-0396

Legistar File ID

8/7/2018

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

Tim Nyander

7/20/2018

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the installation of liquid oxygen piping for the ozone disinfection system at the Noland Water Resource Recovery Facility by Multi-Craft Contractors, Inc. in the amount of \$19,948.00 plus applicable taxes of \$1,280.00 for a total of \$21,228.00.

Budget Impact:

5400.730.5800-5414.00	Water and Sewer																														
Account Number	Fund																														
02069.1	WWTP Plant, Pumps and Equipment																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 20%;"><u>Yes</u></td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Does item have a cost?	<u>Yes</u>	Budget Adjustment Attached?	<u>No</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Current Budget</td> <td style="width: 10%;">\$</td> <td style="width: 10%;"></td> <td style="width: 50%; text-align: right;">844,807.00</td> </tr> <tr> <td>Funds Obligated</td> <td>\$</td> <td></td> <td style="text-align: right;">381,253.39</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right; background-color: #f0f0f0;">463,553.61</td> </tr> <tr> <td>Item Cost</td> <td>\$</td> <td></td> <td style="text-align: right;">21,228.00</td> </tr> <tr> <td>Budget Adjustment</td> <td>\$</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: right; background-color: #f0f0f0;">442,325.61</td> </tr> </table>	Current Budget	\$		844,807.00	Funds Obligated	\$		381,253.39	Current Balance	\$		463,553.61	Item Cost	\$		21,228.00	Budget Adjustment	\$		-	Remaining Budget	\$		442,325.61
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V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF AUGUST 7, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director

FROM: Greg Weeks, Wastewater Treatment

DATE: July 20, 2018

SUBJECT: Approval of quote by MULTI-CRAFT CONTRACTORS, Inc. for installation of Liquid Oxygen (LOX) piping to the HyDOZ Disinfection System at the Paul R Noland Water Resource Recovery Facility

RECOMMENDATION:

Staff recommends approval of quote by MULTI-CRAFT CONTRACTORS, Inc. for installation of Liquid Oxygen (LOX) piping to the HyDOZ Disinfection System at the Paul R Noland Water Resource Recovery Facility for a cost of \$19,948.00 plus \$1,280.00 in taxes for a total project cost of \$21,228.00.

BACKGROUND:

Blue-in-Green, the developer and supplier of the HyDOZ Disinfection System, has recommended making available liquid oxygen or LOX as a supplementary or alternative source of purified oxygen for the generation of disinfecting ozone gas. Blue-in-Green recently submitted a design proposal for the installation of piping that will connect the facility's existing LOX tank to the HyDOZ disinfection system.

DISCUSSION:

Project staff acquired three responses for a RFQ for the installation of additional piping to supply liquid oxygen (LOX) to the HyDOZ Disinfection System as an alternative purified oxygen source per Blue-in-Green's design proposal and recommendation. Two local construction contractors submitted quotations while a third contractor responded as being unavailable due to a full summer work load. MULTI-CRAFT CONTRACTORS, Inc. submitted the lowest quotation that meets Blue-in-Green's design specifications, see attached RFQ responses.

BUDGET/STAFF IMPACT:

Funds are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

Attachments:

Quotes



July 13, 2018

Quote: QC072107132018

Attn: JD Turley- CH2M HILL (John.Turley@ch2m.com)

Project: Noland Plant LOX Blue In Green Piping

Multi-Craft Contractors, Inc. hereby submits our bid on the above referenced project, based on the

Division 22, Plumbing Scope of work:

- Includes Materials and Labor to Complete the Scope Provided.
- Welding Equipment W/Purge Tanks.
- All Listed Regulators, Relief Valves and Filters to Spec.
- Valve Tags and Labels.
- Hangers for all associated Piping.
- Equipment Rental (Excavation and Lifts).
- Concrete Coring/Cutting .
- Sales Tax

Exclusions:

- Bond (Add 1%)
- System Certification (Add \$1,700)

Total: \$ 19,948.00
Taxes: \$ 1,280.00
Total: \$21,228.00

***Please Note the Proposal can change at any time due to upcoming Tariffs on Metals.**

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,

John Bain

John Bain
Project Estimator
Multi-Craft Contractors, Inc.
Ph: 479-236-8351
e-mail: jdb@multi-craft.net

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 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



Proposal For:
John Turley
Jacobs Engineering

Project Information:
Project Title: City of FV O2 piping
Location: Fayetteville
Proposal Number: 34-18-4472
Revision: 3
Proposal Date: 07/20/2018

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:

This quote will provide the material and labor, including necessary fittings, pipings, valvings, couplings and other related specified components to field install a (typ) 1-1/4 inch welded Stainless line that will tie the LOX tank (outside) to the #2 O3 Generator and buffer tank (inside).

While we have done our best to accurately determine a take off list, and since detailed dimensional drawings were not available, Rogers NIS is agreeable to return and credit any unused material, but, conversely, amend the quote as pricing and details exceed allotted materials.

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.

This quote can be broken out as follows:

- Labor and Equipment \$ 6732
- Materials \$ 16,715
- Taxes on Materials \$ 1303

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. Quote does not include required wall penetration. We can provide this service at an additional cost as needed.

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: \$24,750.00

Respectfully Submitted:

Brad Guthrie

E-mail: brad.guthrie@nabholz.com

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.

<i>AUTHORIZED ACCEPTANCE</i>	
<i>Date:</i> _____	<i>P.O.#:</i> _____
<i>Authorized by (Print Name):</i> _____	
<i>Signature:</i> _____	
<i>*Signature acknowledges acceptance of all applicable terms and conditions attached</i>	

From: Turley, John/FAY <John.Turley@CH2M.com>

Sent: Friday, July 20, 2018 12:52 PM

To: Weeks, Greg/FAY <Greg.Weeks@jacobs.com>; Hickle, Jeff/FAY <Jeff.Hickle@ch2m.com>

Subject: FW: Status of Things

Here is the email I got back from Derek where they are not going to bid on the LOX piping and I am still waiting on Nabolz to send me the revised bid. Will forward as soon as Brad gets it to me. Thanks!

John (JD) Turley CRL, CMRT

Jacobs

Reliability Asset/Maintenance Manager

417-208-8495 mobile

720-286-8830 fax

John.Turley@jacobs.com

1400 North Fox Hunter Rd

Fayetteville, Arkansas 72701

USA

www.jacobs.com

From: Derek Salmonson [<mailto:dsalmonson@kinco.net>]

Sent: Monday, July 9, 2018 8:14 AM

To: Turley, John/FAY <John.Turley@jacobs.com>

Subject: [EXTERNAL] Re: Status of Things

Good morning John, I also let this fall through the cracks. Is MCC unable to do the work? We are currently at our max work load for the rest of the summer. I apologize for any inconvenience I may have caused. I hope to have an opportunity

with you in the future.

Thank you,

Derek Salmonson

Kinco Constructors

Sent from my iPhone

Derek Salmonson

Special Projects Division Manager

P:479-751-8606 | F:479-751-5659 | M:479-877-5059

3803 Kelley Ave. • Springdale • AR • 72762

<http://www.KincoConstructors.com>