



City of Homer

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Public Works

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Memorandum 22-183

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
THROUGH: ROB DUMOUCHEL, CITY MANAGER
FROM: JANETTE KEISER, PE, PUBLIC WORKS DIRECTOR
DATE: OCTOBER 24, 2022
SUBJECT: WWTP CLARIFIER BELT REPAIRS – ADDITIONAL FUNDING REQUIRED

I. **Issue:** The purpose of this Memorandum is to request additional funding to pay prevailing wages to repair the chain driven clarifier skimming systems at the Waste Water Treatment Plant (“WWTP”).

II. **Background:**

Ordinance 22-34(S) appropriated \$497,900 to repair the belt-drive clarifier skimmers in the WWTP. After more detailed investigation, the cost was determined to be \$867,743. Ordinance 22-55 appropriated another \$370,263 to fully fund the work.

In the course of developing the Purchase Order for the work, it became apparent the vendor had not included the cost of prevailing wages in its installation costs. (Public works construction contracts in excess of \$25,000 require the payment of prevailing wages.) We asked the vendor to requote the installation costs to include prevailing wages, which increased the installation costs by \$167,990. We conducted some value engineering and were able to achieve a savings in material costs of \$69,709.40.

The revised costs are:

• Materials	\$486,188.73
• Installation	<u>\$479,835.00</u>
Total	\$966,023.73

This leaves an unfunded balance of \$97,860.73.

Recommendation:

That the City Council appropriate funds from the Sewer CARMA Fund in the amount of \$97,860.73 to fully fund the repair of the two broken clarifier belts in the WWTP.

Homer, AK
Flotation Clarifier No. 1 & 2 Rehab

**INSTALLATION OF CHAIN AND SCRAPER
EQUIPMENT**

Quotation #**2022-539176** - Installation

Questions relative to this Quotation should be directed to
Evoqua's local area sales representative:

Bill Reilly | Wm. H. Reilly & Co.
503-223-6197 Office | 503-223-0845
Fax | 503-314-8386 Cell
Bill@whreilly.com



FIELD ERECTION:

- Evoqua proposes to furnish labor, equipment and expendable materials to install the equipment for clarifier No. 1 & 2. Two purchase option are given.

Option 1 will be to Replace the upper steel Flights, Chain, Wear Strips & sprockets. Includes installing new drive and gear boxes. Field Wiring will be by others. Shafts and chain track angles shall be reused.

Option 2 will be to Replace the upper steel Flights, Chain, Wear Strips & sprockets. Lower Fiberglass Flights, Sprockets, Chain & Wear Strips. Includes installing new drive and gear boxes. Field Wiring will be by others. Upper and Lower Shafts and chain track angles shall be reused.

- Customer is responsible for having tank drained and cleaned before Evoqua arrives onsite to begin work. One Clarifier at a time, leaving one in operation until demo and install of the first clarifier is complete.
- All materials/equipment removed during demolition to be disposed of on site.
- Evoqua is responsible for installing purchased equipment into the existing DAF basins by normal installation procedures.
- Evoqua is responsible for providing the necessary construction equipment for erection (fork truck, welding machines, cutting equipment, etc.).
- Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC from working evenings, weekends, holidays, etc., when deemed to be advisable.

PRICING: Prevailing wages are included in the price below per the Division of Labor Standards and Safety as outlined in the link below.

Kenai Peninsula Borough

<https://labor.alaska.gov/lss/pamp600.htm>

**Installation of Clarifier equipment Option 1
Upper mechanisms on Clarifier # 1&2**

**\$479,835
(Taxes not included)**

**Installation of Clarifier equipment Option 2
Upper & Lower mechanisms on Clarifier # 1&2**

**\$753,835
(Taxes not included)**

NOTE:

1. There may be other items in need of repair that are not known at this time. Evoqua will give customer a quote for any additional repairs before work is to be done.

QUOTATION VALID: This quotation is valid for a period of Sixty (60) days unless extended in writing by Evoqua.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared for your use solely in considering the purchase of the services described herein. Transmission of all or any part of this information to others, or use by you, for other purposes is expressly prohibited without our prior written consent.

PAYMENT AND PRICE TERMS: The terms of payment are Net 45 after completed installation.

Price does not include:

- Concrete modifications to existing basin.
- Field Electrical work of any kind
- Disposal of existing materials of site
- Taxes, Permits

SCHEDULE: Construction is an estimated 2 to 3 weeks on site per Clarifier Basin.

WARRENTY: Evoqua shall warrant all materials and labor for one year after successful installation

BONDS: Evoqua shall provide both a payment and performance bond per statute AS 36.05.010

Quotation Submitted by Evoqua Water Technologies LLC: Bryan Davis

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Company Name

By: _____
Date: _____

Acknowledged by Seller:

Evoqua Water Technologies LLC

by: _____
Date: _____

Evoqua Water Technologies LLC GENERAL TERMS AND CONDITIONS FOR ERECTION WORK

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.

2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Evoqua Waste Technologies erection crew.

3. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Evoqua Water Technologies shall be responsible for the clean-up and removal of trash, scrap materials, etc., left from Evoqua Water Technologies erection work.

4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Evoqua Water Technologies erection crew to perform work during all weather conditions. Should Evoqua Water Technologies have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Evoqua Water Technologies for cost incurred and agrees Evoqua Water Technologies shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.

5. Evoqua Water Technologies' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Evoqua Water Technologies, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Evoqua Water Technologies acceptance of the erection job, Evoqua Water Technologies shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Evoqua Water Technologies due to such conflict the Purchaser hereby agrees to reimburse Evoqua Water Technologies for the additional costs incurred.

Evoqua Water Technologies is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Evoqua Water Technologies at the site shall be as determined by Evoqua Water Technologies. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies.

6. INSURANCE

During the period of erection of the equipment contemplated herein, Evoqua Water Technologies will maintain the following insurance: Per Englewood Water District Insurance requirement, (copy attached).

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided- and stored until Evoqua Water Technologies installation is scheduled.

9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. BACKCHARGES: Evoqua Water Technologies will accept no back charges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to back charges.

12. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. Evoqua Water Technologies reserves the right to subcontract any of the work to one or more subcontractors.

15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.

