



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA11-120**

1. Agenda Item Number: 6
2. Council Meeting Date: March 24, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: March 1, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to SDB, Inc. for construction services for Surface Water Treatment Plant HVAC Improvements, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$52,083.

6. RECOMMENDATION: Staff recommends Council award a project agreement to SDB, Inc. for construction services for Surface Water Treatment Plant HVAC Improvements, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$52,083.

7. BACKGROUND/DISCUSSION: During the recent expansion project at the Pecos Surface Water Treatment Plant, an air balance study of the air conditioning system was completed for the Water Quality laboratory and staff offices. The study supported upgrading the ventilation system to three offices and modifying the laboratory venting hoods. The HVAC improvements will balance the air in identified areas and improve ventilation fans in the laboratory to ensure compliance with new regulations.

8. EVALUATION: Costs for this project were reviewed by staff, compared to historical prices for similar projects, and determined to be reasonable.

9. FINANCIAL IMPLICATIONS:

Cost: \$52,083
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
605.3850.0000.5219	Water Operating	Other Professional/Contract Services	Non-CIP	\$52,083

10. PROPOSED MOTION: Move Council award a project agreement to SDB, Inc. for construction services for Surface Water Treatment Plant HVAC Improvements, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$52,083, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Project Agreement, Map

APPROVALS

11. Requesting Department

John Knudson for
John Knudson, Senior Engineer

13. Department Head

Dave Siegel
Dave Siegel, Municipal Utilities Director

12. City Engineer

Sheina Hughes for
Sheina Hughes, City Engineer

14. Acting City Manager

Rich Dlugas
Rich Dlugas

**PROJECT AGREEMENT
PURSUANT TO JOB ORDER CONTRACT NO. JOC 07-04**

AGREEMENT NO: WW1019-401
PROJECT NAME (or LOCATION): SWTP HVAC Improvements
DEPT.: Municipal Utilities

This AGREEMENT is made this _____ day of _____ 2011, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and SDB, Inc. an Arizona corporation, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-04.

CITY and JOC, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This Job Order Project is SWTP HVAC Improvements, Project Number WW1019-401. The scope of work consists of improvements to the HVAC system at the Surface Water Treatment Plant, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The JOC shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

ARTICLE 2. CONTRACT PRICE

CITY shall pay JOC for completion of the Work in accordance with the Contract Documents a fee not to exceed Fifty Two Thousand Eighty Three Dollars (\$52,083) determined and payable as set forth in Contract JOC 07-04 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

The Contract Time is Ninety days and JOC agrees to complete all Construction within Ninety (90) days from the effective date of the Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-04 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCUREMENT LAW

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective upon execution by the both parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2011.
CITY OF CHANDLER

FOR THE JOC:

By:

Title:

Chris Larter
Project Manager

MAYOR

DATE:

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE

Mr. Chris Larter

SDB, Inc.

810 W. First St.

Tempe, AZ 85281

APPROVED AS TO FORM:

Phone: 602-688-5615

Fax: 967-5841

City Attorney

By: _____

ATTEST:

City Clerk

**EXHIBIT A
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required for improvements to the HVAC system at the Surface Water Treatment Plant. JOC shall provide engineering to correct balance issues with HVAC and hoods in lab and 3 offices in NW corner; remove and cap exhaust diffusers and seal existing branches; remove and replace exhaust fan; replace bearings and belts on fans EF-5 and EF-8; re-balance fans EF-6 and EF-7; install new 15KW duct heater on VAV-6; replace 2 HP balder motor; replace motorized damper on floor mounted AHU unit; and re-balance exhaust and HVAC systems in this area.

**EXHIBIT B
FEE SCHEDULE**

01	Division 1 - General Requirements			\$ 13,781.00	
23	Division 23 - HVAC			\$ 24,983.00	
26	Division 26 - Electrical			\$ 4,300.00	
			Sub Total	\$ 43,064.00	
			Coefficient 21.0%	\$ 9,039.00	
			Total	\$ 52,103.00	
DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
24.0	01-3105	Project Manager	EA	\$ 70.00	\$ 1,680.00
60.0	01-3120	Superintendent	EA	\$ 55.00	\$ 3,300.00
1.0	01-1130	Engineering Fees	EA	\$ 9,305.00	\$ 9,305.00
1.0	01-1130	Engineering Fees Tax	EA	\$ (504.00)	\$ (504.00)
Total - Division 1 - General Requirements					\$ 13,781.00
Division 23 - HVAC					
1.0	23-0105	HVAC and Exhaust	LS	\$ 16,194.00	\$ 16,194.00
1.0	23-0105	2 HP Balder Motor on R/A fan	LS	\$ 1,613.00	\$ 1,613.00
1.0	23-0105	Motorized Damper	LS	\$ 2,989.00	\$ 2,989.00
1.0	23-0105	Rebalance of Exhaust fan motors	LS	\$ 767.00	\$ 767.00
1.0	23-0105	Test and Balance Report	LS	\$ 3,400.00	\$ 3,400.00
Total - Division 23 - HVAC					\$ 24,983.00
Division 26 - Electrical					
1.0	26-0501	Power for duct heater and new disconnects on exhaust fans	LS	\$ 4,300.00	\$ 4,300.00
Total - Division 26 - Electrical					\$ 4,300.00

EXHIBIT C

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number: WW1019-401		
Project Name:		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the Immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: ~~Project Manager~~ Chris Lantor

Title: ~~Project Manager~~

Date (month/day/year): 2-25-11