



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA11-156**

**1. Agenda Item Number:**  
**13**  
**2. Council Meeting Date:**  
May 26, 2011

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** May 6, 2011

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Award a project agreement to SDB, Inc. for construction services to Refurbish Sand Filter System at Ocotillo Water Reclamation Facility, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$923,951.

**6. RECOMMENDATION:** Staff recommends Council award a project agreement to SDB, Inc. for construction services to Refurbish Sand Filter System at Ocotillo Water Reclamation Facility, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$923,951.

**7. BACKGROUND/DISCUSSION:** The Ocotillo Water Reclamation Facility was constructed and began operation in 1987. An assessment of the facility was started in 2008 to determine the condition of the plant's infrastructure. Several rehabilitation projects were indicated to maximize the operational efficiency of the plant and extend the life of the facility. These projects have been prioritized and are included in Municipal Utilities Department capital improvement program for completion over the next several years.

This project will rebuild the under-drain system on all four filters and replace pumps at filters 1, 2, and 4.

**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: \$923,951  
Savings: N/A  
Long Term Costs: N/A

**Fund Source:**

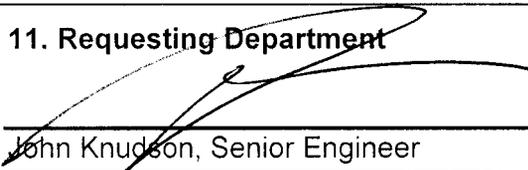
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
611.3910.0000.6814.11S621	Wastewater Bonds	Ocotillo WRF Rehab	FY 10/11	\$423,951
615.3970.0000.5219	Wastewater Operating	Ocotillo WRF	Non-CIP	\$500,000

**10. PROPOSED MOTION:** Move that Council award a project agreement to SDB, Inc. for construction services to Refurbish Sand Filter System at Ocotillo Water Reclamation Facility, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$923,951, and authorize the Mayor to sign the contract documents.

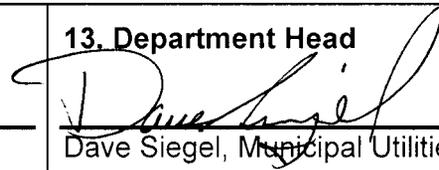
**ATTACHMENTS:** Project Agreement, Map

**APPROVALS**

**11. Requesting Department**

  
John Knudson, Senior Engineer

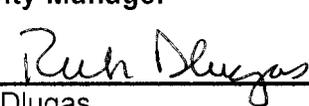
**13. Department Head**

  
Dave Siegel, Municipal Utilities Director

**12. City Engineer**

  
Sheina Hughes, City Engineer

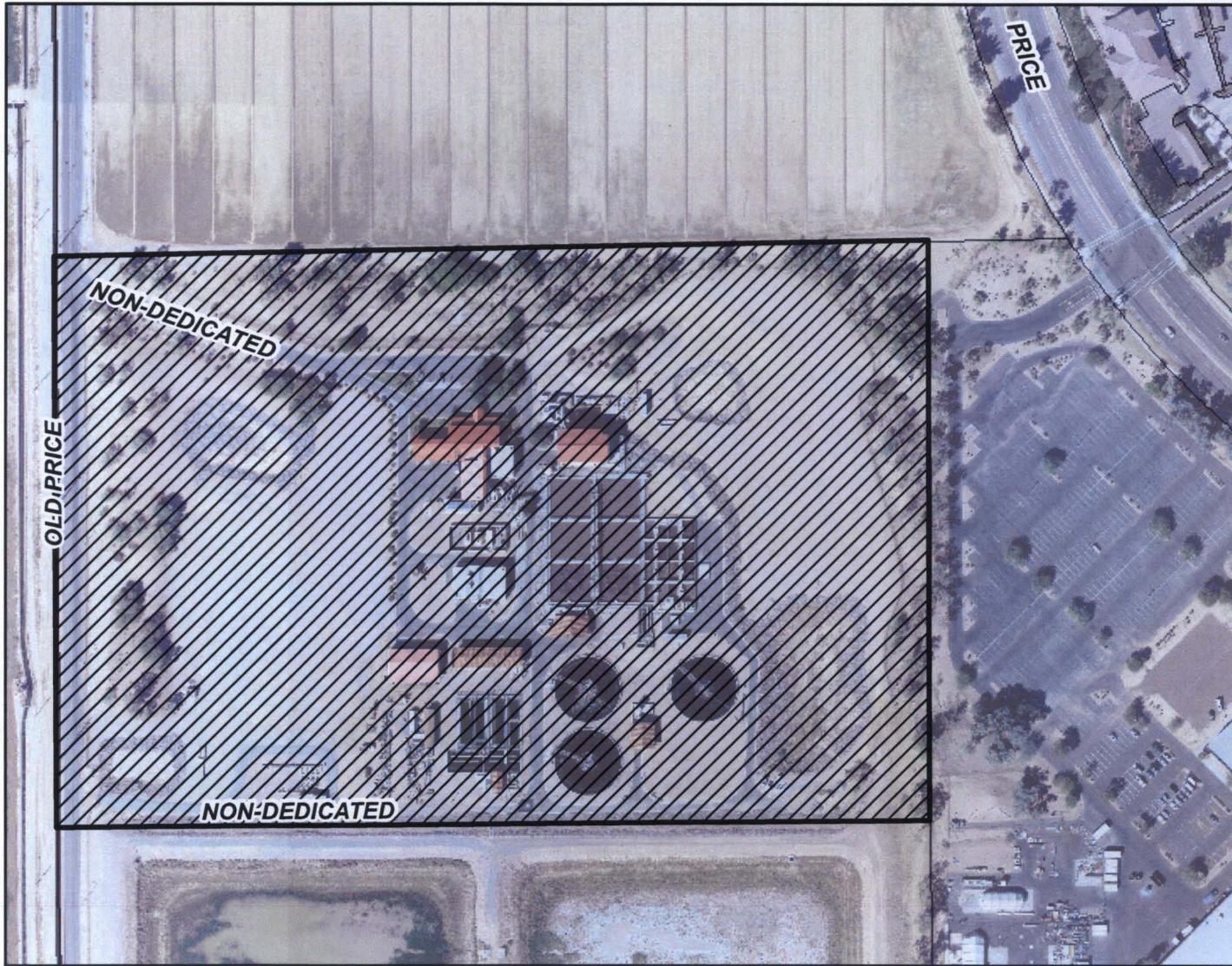
**14. City Manager**

  
Rich Dlugas



# REFURBISH SAND FILTER SYSTEM AT OWRF

## PROJECT NO: WW1103-401



**MEMO NO. CA11-156**

 OCOTILLO WATER RECLAMATION FACILITY



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

**AGREEMENT NO: WW1103-401  
PROJECT NAME (or LOCATION): Refurbish Sand Filter System at OWRF  
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 Refurbish Sand Filter System at Ocotillo Water Reclamation Facility (OWRF), Project Number WW1103-401. The scope of work consists of Refurbish Sand Filter System at OWRF, 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 Nine Hundred Twenty Three Thousand Nine Hundred Fifty One Dollars (\$923,951) 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 two hundred seventy days and JOC agrees to complete all Construction within Two Hundred Seventy (270) 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 JOG:

\_\_\_\_\_  
MAYOR DATE:

By: *Chris Larter*  
Title: Project Manager

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: 602-886-5815  
Fax: 987-5841

\_\_\_\_\_  
City Attorney *[Signature]*

By: \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required to rebuild the underdrain system at the OWRF. JOC shall remove media, perforated plates, cell angles, and existing caulking; provide and install new media, perforated plates, cell angle, and new caulking; replace one (1) CF of grout per cell for rails; recaulk existing troughs; replace three (3) pumps each for filters 1, 2 and 4; and paint the traveling bridge, valve stations and I-beam cable supports.

**EXHIBIT B  
FEE SCHEDULE**

01	Division 1 - General Requirements	\$ 159,800.00
22	Division 22 - Plumbing	\$ 643,836.00
<b>Sub-Total</b>		<b>\$ 803,436.00</b>
<b>Coefficient 15.0%</b>		<b>\$ 120,515.00</b>
<b>Total</b>		<b>\$ 923,951.00</b>

<b>DIVISION BREAKDOWN</b>					
QUAN	CSI	Description	Unit	\$ per Unit	Total
<b>Division 1 - General Requirements</b>					
240.0	01-3105	Project Manager	EA	\$ 70.00	\$ 16,800.00
640.0	01-3120	Superintendent	EA	\$ 55.00	\$ 35,200.00
1.0	01-2115	Owner contingency	LS	\$ 100,000.00	\$ 100,000.00
1.0	01-4126	Permits	EA	\$ 3,000.00	\$ 3,000.00
1.0	01-7413	Sanitary	EA	\$ 1,600.00	\$ 1,600.00
1.0	01-7415	Dumpsters	EA	\$ 3,200.00	\$ 3,200.00
<b>Total - Division 1 - General Requirements</b>					<b>\$ 159,800.00</b>
<b>Division 22 - Plumbing</b>					
1.0	22-3205	Cell 1 Demo	LS	\$ 27,114.50	\$ 27,114.50
1.0	22-3205	Cell 1 Install	LS	\$ 49,107.00	\$ 49,107.00
1.0	22-3205	Cell 1 Material	LS	\$ 84,250.00	\$ 84,250.00
1.0	22-3205	Cell 1 Paint	LS	\$ 4,100.00	\$ 4,100.00
1.0	22-3205	Cell 2 Demo	LS	\$ 27,114.50	\$ 27,114.50
1.0	22-3205	Cell 2 Install	LS	\$ 49,107.00	\$ 49,107.00
1.0	22-3205	Cell 2 Material	LS	\$ 84,250.00	\$ 84,250.00
1.0	22-3205	Cell 2 Paint	LS	\$ 4,100.00	\$ 4,100.00
1.0	22-3205	Cell 3 Demo	LS	\$ 27,114.50	\$ 27,114.50
1.0	22-3205	Cell 3 Install	LS	\$ 34,457.00	\$ 34,457.00
1.0	22-3205	Cell 3 Material	LS	\$ 84,250.00	\$ 84,250.00
1.0	22-3205	Cell 3 Paint	LS	\$ 4,100.00	\$ 4,100.00
1.0	22-3205	Cell 4 Demo	LS	\$ 27,114.50	\$ 27,114.50
1.0	22-3205	Cell 4 Install	LS	\$ 49,107.00	\$ 49,107.00
1.0	22-3205	Cell 4 Material	LS	\$ 84,250.00	\$ 84,250.00
1.0	22-3205	Cell 4 Paint	LS	\$ 4,100.00	\$ 4,100.00
<b>Total - Division 22 - Plumbing</b>					<b>\$ 643,836.00</b>

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: WW1103-401		
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: Chris Lactor

Title: Project Manager

Date (month/day/year): 5-5-11