



Chandler - Arizona
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**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA11-163**

1. Agenda Item Number:

27

2. Council Meeting Date:

June 9, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: May 18, 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 Site Upgrades, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$349,187.

6. **RECOMMENDATION:** Staff recommends Council award a project agreement to SDB, Inc. for construction services for Surface Water Treatment Plant Site Upgrades, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$349,187.

7. **BACKGROUND/DISCUSSION:** The Pecos Surface Water Treatment Plant (SWTP) was built in 1989. Storm drainage infrastructure and site landscaping is in need of rehabilitation. This project will provide necessary site grading, drainage improvements, and erosion repairs to minimize future runoff damage to storm water retention structures. To comply with Maricopa County dust control regulations, open ground areas around the site will be covered with decomposed granite.

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: \$349,187
Savings: N/A
Long Term Costs: N/A

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
601.3820.0000.6715.11W209	Water Bonds	Water Treatment Plant Expansion	FY 10/11	\$349,187

10. **PROPOSED MOTION:** Move Council award a project agreement to SDB, Inc. for construction services for Surface Water Treatment Plant Site Upgrades, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$349,187, 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

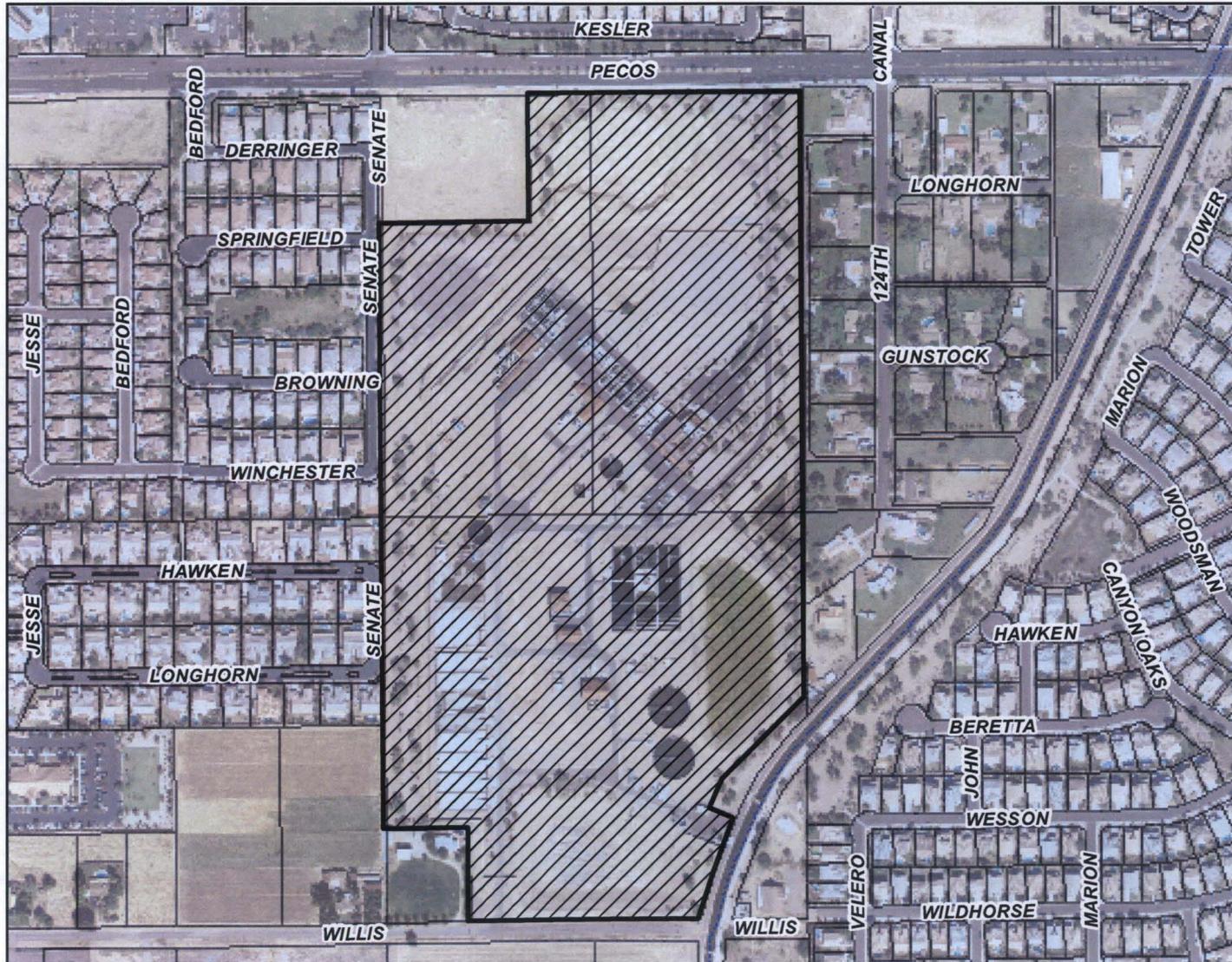
Sheina Hughes, City Engineer

14. City Manager

Rich Dlugas



SURFACE WATER TREATMENT PLANT SITE UPGRADES PROJECT NO. WA1102-401



MEMO NO. CA11-163

 SURFACE WATER
TREATMENT PLANT



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

AGREEMENT NO: WA1102-401

PROJECT NAME (or LOCATION): Surface Water Treatment Plant Site Upgrades

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 Surface Water Treatment Plant Site Upgrades, Project Number WA1102-401. The scope of work consists of improvements 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 Three Hundred Forty Nine Thousand One Hundred Eighty Seven Dollars (\$349,187) 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 One Hundred Twenty days and JOC agrees to complete all Construction within One Hundred Twenty (120) 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.

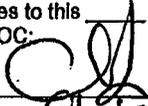
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

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:

MAYOR DATE:

By: 
Title: Chris Larter 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: 602-686-5615
Fax: 967-6841

By: _____ City Attorney 
ATTEST:

City Clerk

**EXHIBIT A
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required to improve the site at the Surface Water Treatment Plant. JOC shall excavate and install 80 LF of City-supplied ductile iron piping to interconnect vault with 36" concrete lined steel pipe; provide and install 36" x 10" tangent tap on 36" line; provide and install 10" MJ valve, box and cover; provide one (1) 80' Drywell per COC specs; clean and repair spill ways; perform erosion repairs thru out, install rip rap channels and wattles where needed; perform grading throughout the site; install 3000 tons of 3/8 minus Decomposed Granite (DG); and spray the site with pre-emergent prior to DG installation.

**EXHIBIT B
FEE SCHEDULE**

CSI	Description	Cost
01	Division 1 - General Requirements	\$ 19,400.00
31	Division 31 - Earthwork	\$ 160,084.00
32	Division 32 - Exterior Improvements	\$ 89,830.00
33	Division 33 - Utilities	\$ 29,136.00
Sub Total		\$ 298,450.00
Coefficient 17.0%		\$ 50,737.00
Total		\$ 349,187.00

DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
60.0	01-3105	Project Manager	EA	\$ 70.00	\$ 4,200.00
240.0	01-3120	Superintendent	EA	\$ 55.00	\$ 13,200.00
1.0	01-4126	Permits	LS	\$ 2,000.00	\$ 2,000.00
Total - Division 1 - General Requirements					\$ 19,400.00
Division 31 - Earthwork					
1.0	31-0105	Tile & aerate Bottom of all basins	LS	\$ 21,694.00	\$ 21,694.00
1.0	31-0105	Re-grade all Basin side slopes	LS	\$ 40,457.00	\$ 40,457.00
1.0	31-0105	Clean out and repair Rip Rap Spillways	LS	\$ 28,409.00	\$ 28,409.00
1.0	31-0105	Berm and install spillways at west fence	LS	\$ 14,048.00	\$ 14,048.00
1.0	31-0105	Re-grade, gunite, and replace spillway at reservoir	LS	\$ 14,962.00	\$ 14,962.00
1.0	31-0105	Remove sediment and grade at CMU wall	LS	\$ 4,296.00	\$ 4,296.00
1.0	31-0105	Re-grade storm channel side slope and repair erosion	LS	\$ 10,083.00	\$ 10,083.00
1.0	31-0105	Clear, grub, restore grade of east basin(duck pond)	LS	\$ 10,551.00	\$ 10,551.00
1.0	31-0105	Reshape retention basins	LS	\$ 15,584.00	\$ 15,584.00
Total - Division 31 - Earthwork					\$ 160,084.00
Division 32 - Exterior Improvements					
1.0	32-1110	Install 715,000 SF of 3/8 minus DG	LS	\$ 85,655.00	\$ 85,655.00
1.0	32-1110	Apply Pre-emergent to entire site	LS	\$ 4,175.00	\$ 4,175.00
Total - Division 32 - Exterior Improvements					\$ 89,830.00
Division 33 - Utilities					
1.0	33-0105	Pot Holing to verify depth and location of 36" pipe	LS	\$ 950.00	\$ 950.00
1.0	33-0105	Tangent Tap	LS	\$ 5,825.00	\$ 5,825.00
1.0	33-0105	Ex out and shoring for tangent tap	LS	\$ 1,237.00	\$ 1,237.00
1.0	33-0105	Install 10" DIP	LS	\$ 5,575.00	\$ 5,575.00
1.0	33-0105	Ex out and shoring for DIP	LS	\$ 2,062.00	\$ 2,062.00
1.0	33-0105	10" MJ gate valve	LS	\$ 1,925.00	\$ 1,925.00
1.0	33-0105	DIP to steel Transition coupling	LS	\$ 562.00	\$ 562.00
1.0	33-0105	80' Drywell	LS	\$ 11,000.00	\$ 11,000.00
Total - 33-0105					\$ 29,136.00

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: WA1102-401		
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 Lantier

Title: Project Manager

Date (month/day/year): 5-20-11