



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-034**

1. Agenda Item Number:
28
2. Council Meeting Date:
October 27, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: October 7, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award Project Agreement to SDB, Inc. for construction services for the Valve Replacement Program, Project No. WA1107-401, in an amount not to exceed \$232,423.99, pursuant to Job Order Contract No. JOC07-04.

6. RECOMMENDATION: Staff recommends Council award Project Agreement to SDB, Inc. for construction services for the Valve Replacement Program, Project No. WA1107-401, in an amount not to exceed \$232,423.99, pursuant to Job Order Contract No. JOC07-04.

7. BACKGROUND/DISCUSSION: Staff identified a need to initiate an ongoing valve replacement program to replace a backlog of broken water valves identified during valve exercising or emergency main break operations. This project will remove and replace 13 valves which have been prioritized according to location and purpose throughout the City.

8. EVALUATION: On January 27, 2011 Council approved a fourth one-year extension to SDB, Inc., Job Order Contract JOC07-04, for general construction services in an amount not to exceed \$1,500,000. On July 28, 2011 Council approved an increase to the annual limit to \$2,500,000.

9. FINANCIAL IMPLICATIONS:

Cost: \$232,423.99
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>
601.3820.0000.6714.11W023	Water Bond	Main Replacements	FY 10/11	\$232,423.99

10. PROPOSED MOTION: Move Council award Project Agreement to SDB, Inc. for construction services for the Valve Replacement Program, Project No. WA1107-401, in an amount not to exceed \$232,423.99, pursuant to Job Order Contract No. JOC07-04.

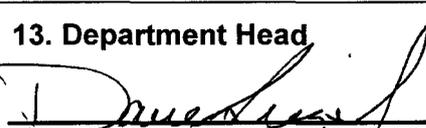
ATTACHMENTS: Project Agreement, Location Map

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

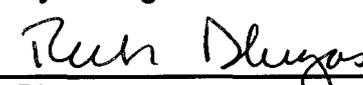
13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

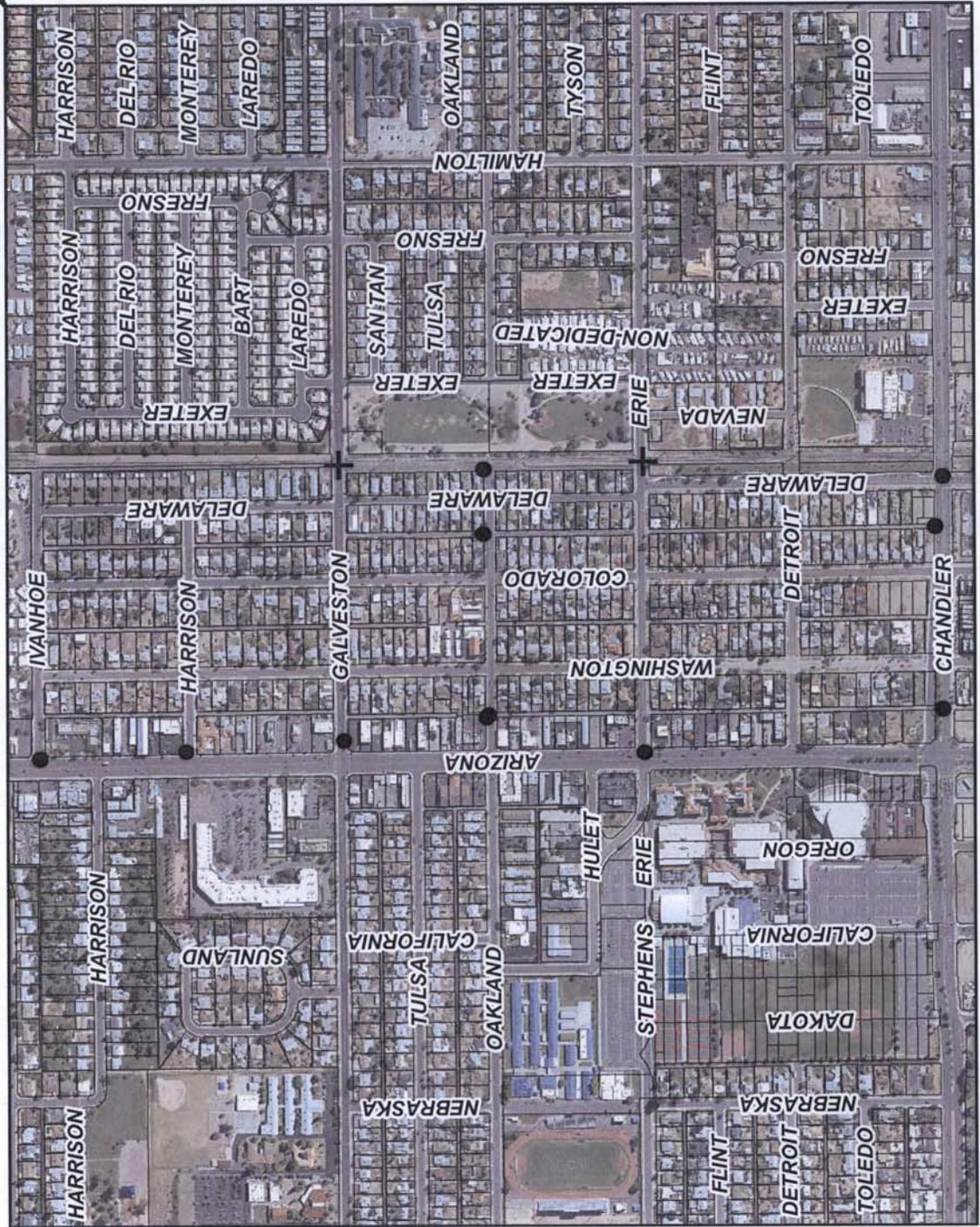

Sheina Hughes, City Engineer

14. City Manager


Rich Dlugas



VALVE REPLACEMENT PROJECT NO. WW1107-401



MEMO NO. CA12-034

- VALVE REPLACEMENT
- + NEW VALVE



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

**AGREEMENT NO: WA1107-401
PROJECT NAME (or LOCATION): Valve Replacement
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 Valve Replacement, Project Number WA1107-401. The scope of work consists of replacing valves, 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 Two Hundred Thirty Two Thousand Four Hundred Twenty Three Dollars and Ninety-nine Cents (\$232,423.99) 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 three hundred sixty five days and JOC agrees to complete all Construction within three hundred sixty five (365) 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: 602-686-5615

Fax: 987-5841

City Attorney

By: _____
ATTEST:

City Clerk

**EXHIBIT A
SCOPE OF WORK**

JOC shall provide all labor, material, and equipment to provide and install 13 valves at City specified locations as identified below:

#	Valve ID	Valve Location	size	type	Scenario
1	7130058881	N side of Chandler between	6	R	A
2	713005811	200' E of AZ on S of Chandler	6	R	A
3	7130010730	200' E of AZ on S of Chandler	6	R	A
4	7130026896	N side Oakland between Delaware and Colorado	6	R	B
5	7130026897	N E Oakland between Delaware and RR tracks	6	R	B
6	7130031943	SEC AZ & Erie S side of Erie W of RR	6	R	A
7	New	S side of Erie W of RR	6	EZ	B
8	New	Galveston Tracks	6	EZ	B
9	7130032829	NEC AZ & Harrison	8	R	A
10	7130032755	SEC AZ & Ivanhoe	8	R	A
11	713005755	SEC AZ & Galveston	10	R	A
12	713005812	S V of 2 200' E of AZ	10	R	A
13	7130010724	middle of Chandler E of Delaware	10	R	A

Exclusions:

- 1) Premium Time
- 2) Removal of Hazardous Waste

**EXHIBIT B
FEE SCHEDULE**

QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
124.0	01-3105	Project Manager	EA	\$ 70.00	\$ 8,680.00
527.0	01-3120	Superintendent	EA	\$ 55.00	\$ 28,985.00
1.0	01-2115	Owners Contingency	AL	\$ 17,000.00	\$ 17,000.00
1.0	01-4128	Permits	AL	\$ 1,000.00	\$ 1,000.00
Total - Division 1 - General Requirements					\$ 44,550.00
Division 33 - Utilities					
1.0	33-1115	Valve installation Location # 1	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 2,272.35	\$ 2,272.35
1.0	33-1115	Valve installation Location # 2	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 2,272.35	\$ 2,272.35
1.0	33-1115	Valve installation Location # 3	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 2,272.35	\$ 2,272.35
1.0	33-1115	Valve installation Location # 4	LS	\$ 7,200.10	\$ 7,200.10
1.0	33-1115	Material	LS	\$ 2,272.35	\$ 2,272.35
1.0	33-1115	Valve Installation Location # 5	LS	\$ 7,200.10	\$ 7,200.10
1.0	33-1115	Material	LS	\$ 2,272.35	\$ 2,272.35
1.0	33-1115	Valve Installation Location # 6	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 2,272.35	\$ 2,272.35
1.0	33-1115	Valve installation Location # 7	LS	\$ 7,200.10	\$ 7,200.10
1.0	33-1115	Material	LS	\$ 4,105.00	\$ 4,105.00
1.0	33-1115	Valve installation Location # 8	LS	\$ 7,200.10	\$ 7,200.10
1.0	33-1115	Material	LS	\$ 4,105.00	\$ 4,105.00
1.0	33-1115	Valve installation Location # 9	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 2,768.00	\$ 2,768.00
1.0	33-1115	Valve installation Location # 10	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 2,768.00	\$ 2,768.00
1.0	33-1115	Valve Installation Location # 11	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 3,698.93	\$ 3,698.93
1.0	33-1115	Valve installation Location # 12	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 3,698.93	\$ 3,698.93
1.0	33-1115	Valve installation Location # 13	LS	\$ 9,647.30	\$ 9,647.30
1.0	33-1115	Material	LS	\$ 3,698.93	\$ 3,698.93
Total - Division 33 - Utilities					\$ 154,102.99
				Subtotal	\$ 198,652.99
				Coefficient	17.0%
				Total	\$ 232,423.99

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: WA1107-401		
Name (as listed in the contract):		
Street Name and Number:		
City: Chandler	State:	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 Larten

Title: Project Manager

Date (month/day/year): 10-30-11