



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-122**

1. Agenda Item Number:

25

2. Council Meeting Date:
January 26, 2012

TO: **MAYOR & COUNCIL**

3. Date Prepared: January 9, 2012

THROUGH: **CITY MANAGER**

4. Requesting Department: Municipal Utilities

5. **SUBJECT:** Award a Project Agreement to SDB, Inc. for construction services for Lone Butte Wastewater Treatment Facility (LBWTF) Sand Filter and Traveling Bridge Rehabilitation, Project Number WW1206-401, pursuant to The Cooperative Purchasing Network (TCPN) Job Order Contract, in an amount not to exceed \$687,918.13.

6. **RECOMMENDATION:** Staff recommends Council award a Project Agreement to SDB, Inc. for construction services for LBWTF Sand Filter and Traveling Bridge Rehabilitation, pursuant to The Cooperative Purchasing Network (TCPN) Job Order Contract, in an amount not to exceed \$687,918.13.

7. **BACKGROUND/DISCUSSION:** The Cooperative Purchasing Network (TCPN) is a national governmental purchasing cooperative. TCPN issued a bid for Commercial General Contracting Services and an award was made to SDB, Inc.

This Project Agreement will include the reconstruction of the LBWTF filter under drain system, including the carriage assembly, filter media, filter bed, and control panel. The traveling bridge will also be rehabilitated replacing bearings, pump, motor, and rail repairs, with painting and coatings redone as required.

8. **EVALUATION:** The project's costs were reviewed by staff, compared to historical prices for similar projects, and determined to be reasonable.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$687,918.13
Savings: N/A
Long Term Costs: N/A

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
611.3910.5219.6WW266	Wastewater Bond	Sewer Assessment & Rehab	Yes	\$687,918.13

10. **PROPOSED MOTION:** Move Council award a Project Agreement to SDB, Inc. for construction services for LBWTF Sand Filter and Traveling Bridge Rehabilitation, Project Number WW1206-401, pursuant to The Cooperative Purchasing Network (TCPN) Job Order Contract, in an amount not to exceed \$687,918.13, and authorize the Mayor to sign the contract documents.

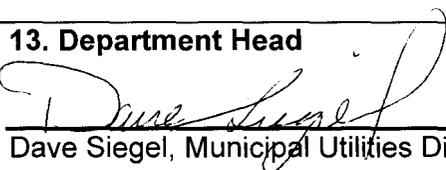
ATTACHMENTS: Location Map, Project Agreement

APPROVALS

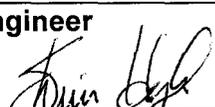
11. **Requesting Department**


John Knudson, Utilities Engineering Manager

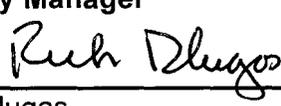
13. **Department Head**


Dave Siegel, Municipal Utilities Director

12. **City Engineer**

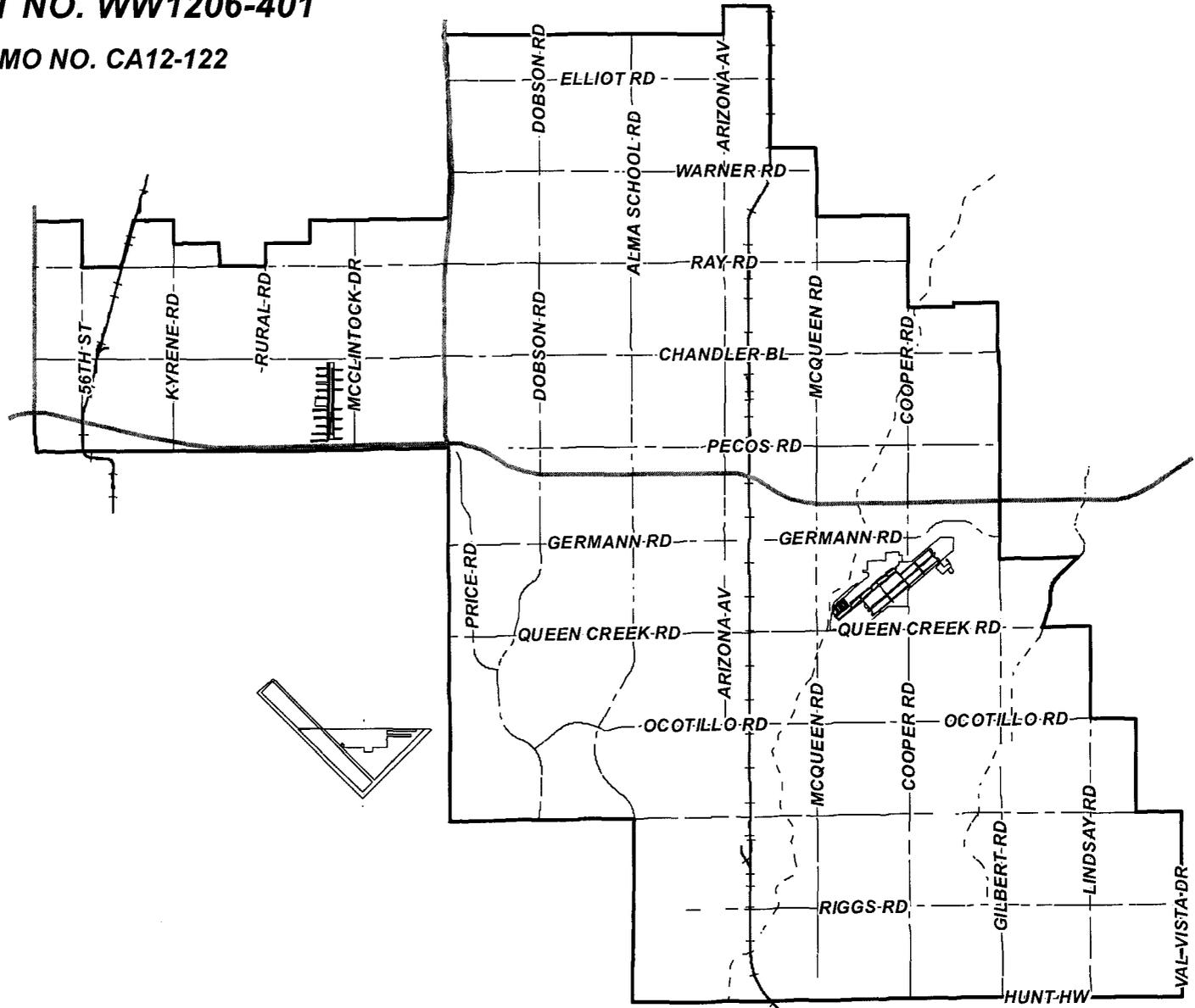

Sheina Hughes, City Engineer

14. **City Manager**


Rich Dlugos

LONE BUTTE SAND FILTER AND TRAVELING BRIDGE REHABILITATION PROJECT NO. WW1206-401

MEMO NO. CA12-122



PROJECT SITE



**PROJECT AGREEMENT
PURSUANT TO TCPN JOB ORDER CONTRACT NO. R5051**

AGREEMENT NO: WW1206-401

PROJECT NAME (or LOCATION): Lone Butte Sand Filter and Traveling Bridge Rehabilitation

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 TCPN JOB ORDER CONTRACT NO. R5051.

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 Lone Butte Sand Filter and Traveling Bridge Rehabilitation, Project Number WW1206-401. The scope of work consists of Lone Butte Sand Filter and Traveling Bridge Rehabilitation, 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 Six Hundred Eighty Seven Thousand Nine Hundred Eighty One Dollars and Thirteen Cents (\$687,981.13) determined and payable as set forth in Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

The Contract Time is One Hundred Eighty days and JOC agrees to complete all Construction within One Hundred Eighty (180) days from the effective date of the Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to TCPN JOB ORDER CONTRACT NO. R5051 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 JO:

MAYOR DATE:

By: *[Signature]*
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:

City Attorney *[Signature]*

Phone: 602-886-5615
Fax: 967-5841

By: _____
ATTEST:

City Clerk

**EXHIBIT A
SCOPE OF WORK**

JOC shall remove and replace the following components of the Lone Butte under drain; ABW filter components for filter under drain cleaning mechanism (bridge); electrical controls, electric feed with suspension arrangement, rails with stainless steel caps and anchors; carriage assemble, filter bed, replace existing media; festoon system; prewash system; indexing; and control panel. JOC shall field service for installation and start up from manufacture.

**EXHIBIT B
FEE SCHEDULE**

01	Division 1 - General Requirements	\$ 119,900.00
22	Division 22 - Plumbing	\$ 470,389.00
	Sub Total	\$ 590,289.00
	OH&P 8.0%	\$ 47,223.00
	Total	\$ 637,512.00
	Tax 5.72%	\$ 37,219.94
	Bond 1%	\$ 6,811.07
	Insurance 1%	\$ 6,375.12
	TOTAL	\$ 687,918.13

DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
60.0	01-3105	Project Manager	EA	\$ 70	\$ 4,200
220.0	01-3120	Superintendent	EA	\$ 55	\$ 12,100
2.0	01-7413	Port-o-John	EA	\$ 200	\$ 400
1.0	01-7415	Dumpster	LS	\$ 3,200	\$ 3,200
1.0	01-2115	Owners Contingency	AL	\$ 100,000	\$ 100,000
		Total - Division 1 - General Requirements			\$ 119,900
Division 22 - Plumbing					
1.0	22-0105	Removal and replacement of underdrain components.	LS	\$ 92,389	\$ 92,389
1.0	22-3205	Material for underdrain system	LS	\$ 365,500	\$ 365,500
1.0	22-3205	Manufacture rep. Site visits	LS	\$ 12,500	\$ 12,500
		Total - Division 22 - Plumbing			\$ 470,389

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.

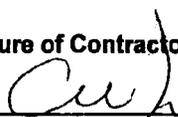
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number: WW1206-401		
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 Larter

Title: Project Manager

Date (month/day/year): 12-28-11