

#19 Replacements

FEB 09 2012

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & TRANE INC.  
AGREEMENT NO. CS1-910-2967**

Agreement CS1-910-2967 between the City of Chandler and **TRANE INC.**, ("CONTRACTOR") to provide HVAC Repairs, Maintenance & Service (hereinafter "Agreement") is hereby amended as follows:

Whereas the Parties entered into the Agreement for a term from May 1, 2011 through April 30, 2012; and

Whereas the Parties wish to amend the Scope of Work and the Price of the Agreement for the current term; and

Whereas the Parties wish to extend the term of the Agreement and to provide a new Price for the additional Term.

Now, therefore, the parties agree as follows:

1. Section 1, Scope of Work, of the Agreement is hereby amended to add the purchase of coolers.
2. Section 3, Price, is hereby amended to increase the current price by three hundred ten thousand dollars (\$310,000), including all companion agreements, to purchase the coolers described in Section 1 of this Amendment for a total of six hundred ten thousand dollars (\$610,000) including all companion agreements for the current term,
3. Section 5, Term, is hereby amended to extend the Agreement for a one-year period, May 1, 2012 through April 30, 2013, (hereinafter the "Next Term").
4. For the Next Term, Price is hereby amended to two hundred twenty five thousand dollars (\$225,000), including all companion Agreements, which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Exhibit C.
5. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect for both the current term and the Next Term.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

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

Partnership)

CONTRACTOR:

By: [Signature]  
Title: SERVICE MANAGER

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or

\_\_\_\_\_

[SEAL]

**EXHIBIT C  
PRICING**

All billable rates after the first hour shall be in increments of one-quarter hour. Service rates shall start when CONTRACTOR's employee arrives on-site. Mileage charges and fuel surcharges are not allowed.

**Group 1**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$99.11/per hr \$ 50.00/flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$148.66/per hr \$ 50.00/flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$198.22/per hr \$ 50.00/flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	<u>25**</u> %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$107.00/per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$107.00/per hr

**Group 2**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$107.79/per hr \$ 50.00/flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$161.68/per hr \$ 50.00/flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$215.58/per hr \$ 50.00/flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	<u>25**</u> %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$122.00/per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$122.00/per hr

\*\*DISCOUNT IS OFF TRANE PARTS ONLY

\*Note: CONTRACTOR shall bill at no more than a 2-hr minimum

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & CHANDLER AIR, INC.,  
AGREEMENT NO. CS1-910-2967**

Agreement CS1-910-2967 between the City of Chandler and CHANDLER AIR, INC., ("CONTRACTOR") to provide HVAC Repairs, Maintenance & Service (hereinafter "Agreement") is hereby amended as follows:

Whereas the Parties entered into the Agreement for a term from May 1, 2011 through April 30, 2012; and

Whereas the Parties wish to extend the term of the Agreement and to provide a new Price for the additional Term.

Now, therefore, the parties agree as follows:

1. Section 5, Term, is hereby amended to extend the Agreement for a one-year period, May 1, 2012 through April 30, 2013, (hereinafter the "Next Term").
2. For the Next Term, Price is hereby amended to two hundred twenty five thousand dollars (\$225,000), including all companion Agreements, which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Exhibit C.
3. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect for both the current term and the Next Term.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

City Attorney \_\_\_\_\_

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

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

Partnership) \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: (If corporation) \_\_\_\_\_

Secretary \_\_\_\_\_

WITNESS: (if individual or \_\_\_\_\_

[SEAL]

**EXHIBIT C  
PRICING**

All billable rates after the first hour shall be in increments of one-quarter hour. Service rates shall start when CONTRACTOR's employee arrives on-site. Mileage charges and fuel surcharges are not allowed.

**Group 1**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$50.00 /per hr \$ n/a /flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$62.50 /per hr \$ n/a /flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$62.50 /per hr \$ n/a /flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	20 %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$65.00 /per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$50.00 /per hr

\*Note: CONTRACTOR shall bill at no more than a 2-hr minimum

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & FRONTIER MECHANICAL, INC.  
AGREEMENT NO. CS1-910-2967**

Agreement CS1-910-2967 between the City of Chandler and **FRONTIER MECHANICAL, INC dba FMI Heating & Cooling Inc.**, ("CONTRACTOR") to provide HVAC Repairs, Maintenance & Service (hereinafter "Agreement") is hereby amended as follows:

Whereas the Parties entered into the Agreement for a term from May 1, 2011 through April 30, 2012; and

Whereas the Parties wish to amend the Scope of Work and the Price of the Agreement for the current term; and

Whereas the Parties wish to extend the term of the Agreement and to provide a new Price for the additional Term.

Now, therefore, the parties agree as follows:

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5. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect for both the current term and the Next Term.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

City Attorney plm

ATTEST:  
\_\_\_\_\_  
City Clerk

CONTRACTOR:

By: Michael Moore  
Title: President

ATTEST: (If corporation)  
Robert J. [Signature]  
Secretary



WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

**EXHIBIT C  
PRICING**

All billable rates after the first hour shall be in increments of one-quarter hour. Service rates shall start when CONTRACTOR's employee arrives on-site. Mileage charges and fuel surcharges are not allowed.

**Group 1**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$55.99 /per hr \$ n/a /flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$82.50 /per hr \$ n/a /flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$82.50 /per hr \$ n/a /flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	30 %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$55.00 /per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$55.00 /per hr

**Group 2**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$70.00 /per hr \$ n/a /flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$105.00/per hr \$ n/a /flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$105.00/per hr \$ n/a /flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	30 %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$70.00 /per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$70.00 /per hr

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**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

**19**

2. Council Meeting Date:

February 9, 2012

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** January 24, 2012

**THROUGH: CITY MANAGER**

**4. Requesting Department:** City Manager

**5. SUBJECT:** Amendment #1 to Agreement CS1-910-2967 with Frontier Mechanical Inc. dba FMI Heating & Cooling, Inc. and Trane, Inc. for replacement of HVAC chillers at Main Police station in an amount not to exceed \$310,000.00 and renewal of agreement CS1-910-2967 with Frontier Mechanical Inc. dba FMI Heating and Cooling, Inc., Trane Inc. and Chandler Air Inc., for HVAC Repairs, Maintenance and Service in a total amount not to exceed \$225,000.00.

**6. RECOMMENDATION:** Recommend approval of Amendment #1 to Agreement CS1-910-2967 with Frontier Mechanical Inc. dba FMI Heating & Cooling, Inc. and Trane, Inc. for replacement of HVAC chillers at Main Police station in an amount not to exceed \$310,000.00 and renewal of agreement CS1-910-2967 with Frontier Mechanical Inc. dba FMI Heating and Cooling, Inc., Trane Inc. and Chandler Air Inc., for HVAC Repairs, Maintenance and Service in a total amount not to exceed \$225,000.00.

**HISTORICAL BACKGROUND/DISCUSSION:** This amendment is for two actions, 1) purchase and installation of the HVAC chillers at the main Police Station and 2) extension of the annual agreement for HVAC repairs, maintenance and service. The main Police Station is currently in need of replacing the chillers that provide cooling to the building. One of the chillers has failed and is beyond repair. The second chiller is integrated into the first and also needs to be replaced. Both chillers are original equipment when the building was built in 1998. Two new Trane energy efficient chillers will be installed utilizing this contract. By utilizing this contract for purchase and installation of the chillers for PD we insure they will be up and running when the weather starts getting hot. Total cost for equipment and installation is estimated to be \$310,000.00. APS rebates are also available for these new chillers in the total amount of \$17,500.00.

The term of the current agreements expires April 30, 2012. Due to the timing it was advantageous to bring the renewal of the contracts at this time. The City frequently uses outside vendors for repairs and maintenance of HVAC equipment. These agreements provide the City with three (3) contractors for scheduled, preventative and emergency HVAC repairs throughout the City. Buildings and Facilities will specifically use these contracts for preventative and unscheduled maintenance on seven (7) water and air cooled chillers. Work on these chillers requires factory trained technicians for the servicing of the large compressors, pumps and chiller tubes and sophisticated control systems. Municipal Utilities Department also utilizes these contracts for maintenance and repair of packaged and small HVAC units at various MUD operated buildings.

**8. EVALUATION PROCESS:** In April 2011, council approved bids for HVAC repairs, maintenance, service and replacement, with three (3) contractors to ensure rapid response for safety and health concerns as well as ensuring coverage for City-owned equipment. In the past, the City has experienced difficulty with Contractors responding to emergency call outs during the summer months due to the increase in demand for this type of service. Having multiple agreements has eliminated these problems. City staff is pleased with the responsiveness and quality of work provided by the three contractors. City staff recommends continuing the contracts with the awarded contractors to ensure availability of any needed items. The term of this extension will be for May 1, 2012 through April 30, 2013 with options to extend for three (3) additional one-year periods.

**9. FINANCIAL IMPLICATIONS:**

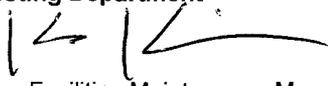
Costs	\$535,000.00
Savings	N/A
Long Term Costs	N/A
Fund Source	

Account Name	Fund Name	Program Name	Funds
401.4580.6611	Existing City Bldg Improvements	Improvements	\$310,000
101.3200.5219	General Fund, Bldg & Facilities	Other Prof/Contract Svs	\$145,000
605.3800.5410	Water Operating, Water Distribution	Buildings & Grounds R&M	\$ 5,000
605.3830.5410	Water Operating, Water Treatment Plant	Buildings & Grounds R&M	\$ 10,000
605.3840.5410	Water Operating, Environmental Resources	Buildings & Grounds R&M	\$ 5,000
605.3860.5410	Water Operating, Water Production Facilities	Buildings & Grounds R&M	\$ 25,000
605.3880.5410	Water Operating, Meter Services	Buildings & Grounds R&M	\$ 5,000
615.3900.5410	Wastewater Operating, Wastewater Collection	Buildings & Grounds R&M	\$ 10,000
615.3960.5410	Wastewater Operating, Airport WRF	Buildings & Grounds R&M	\$ 5,000
616.3930.5410	Industrial Wastewater Operating, RO Facility	Buildings & Grounds R&M	\$ 5,000
625.3700.5410	Solid Waste Operating, Solid Waste Services	Buildings & Grounds R&M	\$ 5,000
635.4100.5410	Airport Operating	Buildings & Grounds R&M	\$ 5,000

**10. PROPOSED MOTION:** Move to approve Amendment #1 to Agreement CS1-910-2967 with Frontier Mechanical Inc. dba FMI Heating & Cooling, Inc. and Trane, Inc. for replacement of HVAC chillers at Main Police station in an amount not to exceed \$310,000 and renewal of agreement CS1-910-2967 with Frontier Mechanical Inc. dba FMI Heating and Cooling, Inc., Trane Inc. and Chandler Air Inc., for HVAC Repairs, Maintenance and Service in a total amount not to exceed \$225,000.00, for a total amount not to exceed \$535,000.00.

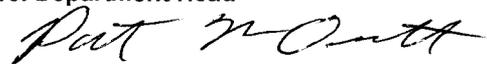
APPROVALS

11. Requesting Department



Kris Kircher, Facilities Maintenance Manager

13. Department Head



Pat McDermott, Assistant City Manager

12. Procurement Officer



Sharon Brause, CPPB, CPCP

14. City Manager



Rich Dlugas

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & TRANE INC.  
AGREEMENT NO. CS1-910-2967**

This Amendment #1 to that certain Agreement between the City of Chandler and **TRANE INC.** to provide HVAC Repairs, Maintenance & Service at the request of the City staff dated May 2, 2011 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, May 1, 2012 through April 30, 2013.
2. The agreement price is an amount not to exceed Five Hundred Thirty Five Thousand Dollars (\$535,000), including all companion Agreements, which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in attached Exhibit C.
3. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

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

CONTRACTOR:

By: \_\_\_\_\_  
Title: Service Manager

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_  
[SEAL]

**EXHIBIT C  
PRICING**

All billable rates after the first hour shall be in increments of one-quarter hour. Service rates shall start when CONTRACTOR's employee arrives on-site. Mileage charges and fuel surcharges are not allowed.

**Group 1**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$99.11 per hr \$ 50.00/flat rate
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4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	25** %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$107.00/per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$107.00/per hr

**Group 2**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$107.79/per hr \$ 50.00/flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$161.68/per hr \$ 50.00/flat rate
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4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	25** %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$122.00/per hr
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\*\*DISCOUNT IS OFF TRANE PARTS ONLY

\*Note: CONTRACTOR shall bill at no more than a 2-hr minimum

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & CHANDLER AIR INC.  
AGREEMENT NO. CS1-910-2967**

This Amendment #1 to that certain Agreement between the City of Chandler and **CHANDLER AIR INC.** to provide HVAC Repairs, Maintenance & Service at the request of the City staff dated May 2, 2011 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, May 1, 2012 through April 30, 2013.
2. The agreement price is an amount not to exceed Five Hundred Thirty Five Thousand Dollars (\$535,000), including all companion Agreements, which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in attached Exhibit C.
3. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

City Attorney \_\_\_\_\_

ATTEST:

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

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: (If Corporation)

Secretary \_\_\_\_\_

WITNESS: (If individual or Partnership)

\_\_\_\_\_  
[SEAL]

**EXHIBIT C  
PRICING**

All billable rates after the first hour shall be in increments of one-quarter hour. Service rates shall start when CONTRACTOR's employee arrives on-site. Mileage charges and fuel surcharges are not allowed.

**Group 1**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$50.00 /per hr \$ n/a /flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$62.50 /per hr \$ n/a /flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$62.50 /per hr \$ n/a /flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	20 %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$65.00 /per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$50.00 /per hr

\*Note: CONTRACTOR shall bill at no more than a 2-hr minimum

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & FRONTIER MECHANICAL, INC. dba FMI HEATING & COOLING INC.  
AGREEMENT NO. CS1-910-2967**

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WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

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CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

City Attorney \_\_\_\_\_

ATTEST:

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

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: (If corporation)

Secretary \_\_\_\_\_

WITNESS: (If individual or Partnership)

\_\_\_\_\_  
[SEAL]

**EXHIBIT C  
PRICING**

All billable rates after the first hour shall be in increments of one-quarter hour. Service rates shall start when CONTRACTOR's employee arrives on-site. Mileage charges and fuel surcharges are not allowed.

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1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$ <u>55.99</u> /per hr \$ n/a /flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$ <u>82.50</u> /per hr \$ n/a /flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$ <u>82.50</u> /per hr \$ n/a /flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	<u>30</u> %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$ <u>55.00</u> /per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$ <u>55.00</u> /per hr

**Group 2**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$ <u>70.00</u> /per hr \$ n/a /flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$ <u>105.00</u> /per hr \$ n/a /flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$ <u>105.00</u> /per hr \$ n/a /flat rate
4.	PARTS - COMPONENTS, UNITS, ETC., COST PLUS	<u>30</u> %
5.	LABOR, FOR SERVICES OUTSIDE THE SCOPE OF CONTRACT:	\$ <u>70.00</u> /per hr
6.	Training City staff (if required, to be conducted at CITY facility)	\$ <u>70.00</u> /per hr

**Group 3**

1.	Labor, REGULAR business hours: Trip charge (See Section 7)	\$ <u>70.00</u> /per hr \$ n/a /flat rate
2.	Labor, AFTER hours/EMERGENCY: Trip charge (See Section 7)	\$ <u>105.00</u> /per hr \$ n/a /flat rate
3.	Labor, WEEKEND AND HOLIDAY: Trip charge (See Section 7)	\$ <u>105.00</u> /per hr \$ n/a /flat rate
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