



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA12-170**

**1. Agenda Item Number:**  
**20**  
**2. Council Meeting Date:**  
April 26, 2012

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** April 2, 2012

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Award a Project Agreement to SDB, Inc. for Ocotillo Water Reclamation Facility (OWRF) Belt Press Rehabilitation, Project No. WW1207-401, pursuant to Job Order Contract No. JOC1201-401, in an amount not to exceed \$955,288.

**6. RECOMMENDATION:** Staff recommends Council award a Project Agreement to SDB, Inc. for Ocotillo Water Reclamation Facility (OWRF) Belt Press Rehabilitation, Project No. WW1207-401, pursuant to Job Order Contract No. JOC1201-401, in an amount not to exceed \$955,288.

**7. BACKGROUND/DISCUSSION:** The Ocotillo Water Reclamation Facility was constructed in 1987 and is approaching 25 years of age. An Asset Condition Assessment was completed in 2008 and a program initiated to rehabilitate OWRF's equipment and infrastructure. The OWRF has two belt-filter presses used for sludge/biosolids dewatering. The belt-presses were manufactured by Ashbrook and are in need of replacement. City staff and Severn Trent Services (STS), the contracted company operating the facility, have researched this issue and recommend the installation of two reconditioned belt press units of the same brand and model. This contract includes furnishing and installing two refurbished belt press units and replacement of a primary power feed to the electrical cabinet in the belt press room. Construction duration is 120 days to final completion.

**8. EVALUATION:** On March 8, 2012 Council awarded Job Order Contract JOC1201-401 with the option of four one-year extensions, for Construction Services, Major Renovations, Repairs, Demolition and Re-Construction in an amount not to exceed \$2,000,000. The costs proposed for this project have been reviewed by staff and compared to historical prices for similar City projects and determined they are reasonable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$955,288  
Savings: N/A  
Long Term Costs: N/A

**Fund Source:**

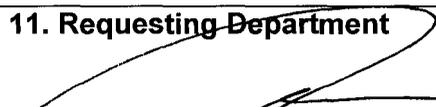
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
611.3910.5219.6WW621	Wastewater Bonds	Ocotillo WRF Rehabilitation	Yes	\$955,288

**10. PROPOSED MOTION:** Move Council award a Project Agreement to SDB, Inc. for Ocotillo Water Reclamation Facility (OWRF) Belt Press Rehabilitation, Project No. WW1207-401, pursuant to Job Order Contract No. JOC1201-401, in an amount not to exceed \$955,288.

**ATTACHMENTS:** Project Agreement, Location Map

**APPROVALS**

**11. Requesting Department**

  
John Knudson, Utilities Engineering Manager

**13. Department Head**

  
Dave Siegel, Municipal Utilities Director

**12. Transportation & Development**

  
Bob Fortier, Capital Projects Manager

**14. City Manager**

  
Rich Dlugas

  
Sheina Hughes, City Engineer



# OWRF BELT PRESS REHABILITATION PROJECT NO. WW1207-401



**MEMO NO. CA12-170**



**PROJECT AGREEMENT WW1207-401  
PURSUANT TO JOB ORDER CONTRACT NO. JOC1201-401**

**PROJECT AGREEMENT NO: WW1207-401**  
**PROJECT NAME (or LOCATION): Ocotillo Water Reclamation Facility Belt Press Rehabilitation**  
**DEPT.: Municipal Utilities**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **SDB, Inc., a Corporation of the State of Arizona**, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC1201-401.

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 Ocotillo Water Reclamation Facility (OWRF) Belt Press Rehabilitation, Project Number WW1207-401. The scope of work consists of installing new OEM parts and replacing the primary feed in belt press room, 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 the Guaranteed Maximum Price of Nine Hundred Fifty Five Thousand Two Hundred Eighty Eight Dollars (\$955,288.00) determined and payable as set forth in Contract JOC1201-401 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3. CONTRACT TIME & SCHEDULE**

The Contract Time is One Hundred Fifty days and JOC agrees to complete all Construction within One Hundred Fifty (150) 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. JOC1201-401 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 \_\_\_\_\_ 2012.

CITY OF CHANDLER

FOR THE JOC:

\_\_\_\_\_  
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  
Chris Larter  
SDB, Inc.  
810 W. First St.  
Tempe, AZ 85281

APPROVED AS TO FORM:

Phone: 480-695-8137  
Fax: 480-967-5811

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

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

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

**EXHIBIT A  
SCOPE OF WORK**

JOC Shall provide all labor, equipment, and materials to install new OEM parts to refurbish two Winklepress Type 84 belt presses and replace the primary feed to cabinet in Belt Press Room with a Rob Roy power feed at the Ocotillo Water Reclamation Facility (OWRF) located at 3333 South Old Price Road, Chandler, AZ 85225.

**EXHIBIT B  
FEE SCHEDULE**

Item No.	Description	Qty	Unit	Unit Price	Extended Price
<b>Division 1 - General Requirements</b>					
1	Project Manager	80.0	EA	\$ 70.00	\$ 5,600.00
2	Superintendent	320.0	EA	\$ 55.00	\$ 17,600.00
3	Owners Contingency	1.0	AL	\$ 50,000.00	\$ 50,000.00
<b>Total - Division 1 - General Requirements</b>					<b>\$ 73,200.00</b>
<b>Division 26 - Electrical</b>					
4	Replace main feed to cabinet	1.0	LS	\$ 12,965.00	\$ 12,965.00
5	Electrical Allowance	1.0	AL	\$ 50,000.00	\$ 50,000.00
<b>Total - Division 26 - Electrical</b>					<b>\$ 62,965.00</b>
<b>Division 41 - Material Processing Equipment</b>					
6	Winklepress	2.0	LS	\$ 347,260.00	\$ 694,520.00
<b>Total - Division 41 - Material Processing Equipment</b>					<b>\$ 694,520.00</b>
<b>Sub Total</b>					<b>\$ 830,685.00</b>
<b>Coefficient</b>				<b>15.0%</b>	<b>\$ 124,603.00</b>
<b>Total</b>					<b>\$ 955,288.00</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.

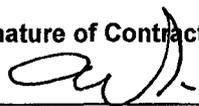
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number: WW1207-401		
Project Name:		
Street Name and Number:		
City:	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 Lantor

Title: Product Manager

Date (month/day/year): 4-17-12