



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA13-012**

**1. Agenda Item Number:**  
**31**  
**2. Council Meeting Date:**  
July 26, 2012

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** July 12, 2012

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Award a Project Agreement to SDB, Inc. for Santan Vista Water Treatment Plant (STWWTP) Belt Press, Project No. WA1206-401, pursuant to Job Order Contract No. JOC1201-401, in an amount not to exceed \$419,567.

**6. RECOMMENDATION:** Staff recommends Council award a Project Agreement to SDB, Inc. for Santan Vista Water Treatment Plant (STWWTP) Belt Press, Project No. WA1206-401, pursuant to Job Order Contract No. JOC1201-401, in an amount not to exceed \$419,567.

**7. BACKGROUND/DISCUSSION:** This is a joint project with the Town of Gilbert. Gilbert has already purchased the belt press. The belt press is needed to process sludge and eliminate odor issues impacting residents near the facility. The Job Order Contractor (JOC) shall provide labor and materials to install a belt press at the Santan Vista Water Treatment Plant, including concrete pad for belt press and sludge holding tank, installation of the belt press, electrical wiring, breaker, control wiring and disconnect from electrical building to press location. The JOC shall provide and install sludge holding tank and ancillary equipment for tank, safety platform and steps for belt press, piping, vault and pumps for feed water and drain.

Construction duration is 180 days to final completion. Chandler and Gilbert will equally fund the project.

**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: \$419,567  
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>
601.3820.6814.6WA034	Water Bonds	Well Construction & Rehab	Yes	\$419,567

**10. PROPOSED MOTION:** Move Council award a Project Agreement to SDB, Inc. for Santan Vista Water Treatment Plant (STWWTP) Belt Press, Project No. WA1206-401, pursuant to Job Order Contract No. JOC1201-401, in an amount not to exceed \$419,567.

**ATTACHMENTS:** Project Agreement, Location Map

**APPROVALS**

**11. Requesting Department**

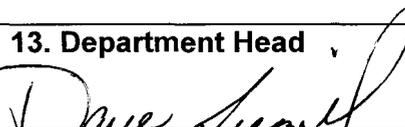
  
John Knudson, Utilities Engineering Manager

**12. Transportation & Development**

  
Bob Fortier, Capital Projects Manager

  
Sheina Hughes, City Engineer

**13. Department Head**

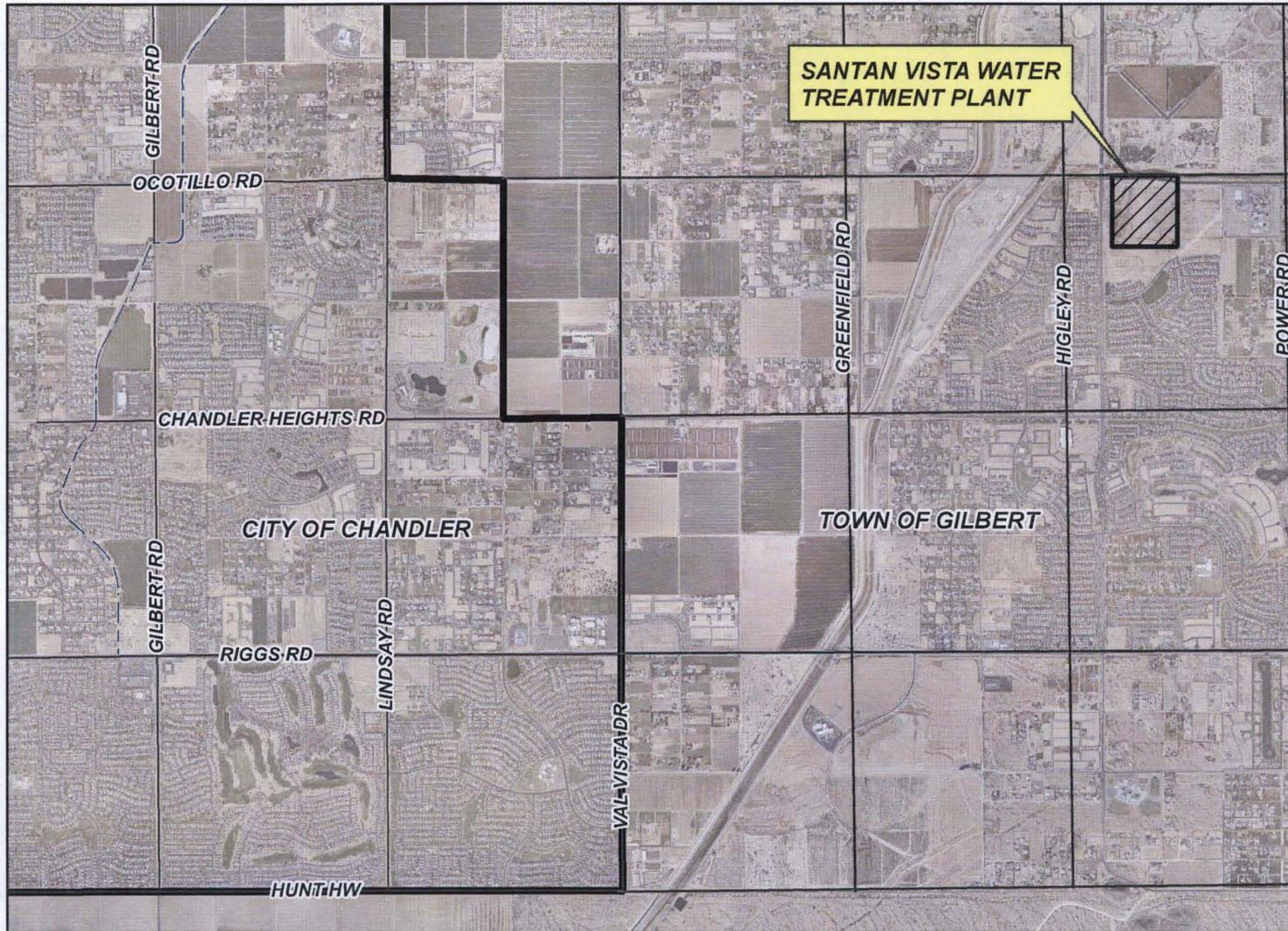
  
Dave Siegel, Municipal Utilities Director

**14. City Manager**

  
Rich Dlugas



# SANTAN VISTA WATER TREATMENT PLANT WA1206-401



MEMO NO. CA13-012

 PROJECT  
IMPROVEMENTS

**PROJECT AGREEMENT WA1206-401  
PURSUANT TO JOB ORDER CONTRACT NO. JOC1201-401**

**PROJECT AGREEMENT NO: WA1206-401**

**PROJECT NAME (or LOCATION): Santan Vista Water Treatment Plant Belt Press**

**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 Santan Vista Water Treatment Plant Belt Press, Project Number WA1206-401. The scope of work consists of installing a belt press at Santan Vista 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 the Guaranteed Maximum Price of Four Hundred Nineteen Thousand Five Hundred Sixty Seven Dollars (\$419,567) 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 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 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: B. B. B.  
Title: Vice President

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: 480-696-8137  
Fax: 480-987-6811

\_\_\_\_\_  
City Attorney  
By: \_\_\_\_\_  
ATTEST:  
\_\_\_\_\_  
City Clerk

**EXHIBIT A  
SCOPE OF WORK**

JOC shall provide labor and materials to install a belt press at the Santan Vista Water Treatment Plant including, crane and rigging of press to final location, concrete pad for press and sludge holding tank, electrical wiring, breaker, control wiring and disconnect from electrical building to press location. JOC shall provide and install sludge holding tank and ancillary equipment for tank, safety platform and steps for belt press, piping, vault and pumps for feed water and drain.

**EXHIBIT B  
FEE SCHEDULE**

CSI	Description			Cost
01	Division 1 - General Requirements			\$ 37,200
03	Division 3 - Concrete			\$ 11,500
05	Division 5 - Steel			\$ 30,000
13	Division 13 - Special Construction			\$ 17,568
14	Division 14 - Conveying Systems			\$ 63,000
26	Division 26 - Electrical			\$ 97,000
33	Division 33 - Utilities			\$ 50,000
41	Division 41 - Material Processing Equipment			\$ 52,336
		<b>Sub Total</b>		<b>\$ 358,604</b>
		<b>Coefficient</b>	<b>17.0%</b>	<b>\$ 60,963</b>
		<b>Total</b>		<b>\$ 419,567</b>

**DIVISION BREAKDOWN**

UAN	CSI	Description	Unit	\$ per Unit	Total
		<b>Division 1 - General Requirements</b>			
120.0	01-3105	Project Manager	EA	\$ 70	\$ 8,400
320.0	01-3120	Superintendent	EA	\$ 55	\$ 17,600
2.0	01-5220	Portable Toilet	EA	\$ 200	\$ 400
2.0	01-7415	Dumpster	EA	\$ 400	\$ 800
1.0	01-2115	Owner Contingency	EA	\$ 10,000	\$ 10,000
		<b>Total - Division 1 - General Requirements</b>			<b>\$ 37,200</b>
		<b>Division 3 - Concrete</b>			
1.0	03-0105	Concrete under Mixing Tank	LS	\$ 8,000	\$ 8,000
1.0	03-0105	Concrete Pad For Press	LS	\$ 3,500	\$ 3,500
		<b>Total - Division 3 - Concrete</b>			<b>\$ 11,500</b>
		<b>Division 5 - Steel</b>			
1.0	05-0501	Safety Platform and Ladders	AL	\$ 30,000	\$ 30,000
		<b>Total - Division 5 - Steel</b>			<b>\$ 30,000</b>
		<b>Division 13 - Special Construction</b>			
1.0	13-3110	Shade Structure	LS	\$ 17,568	\$ 17,568
		<b>Total - Division 13 - Special Construction</b>			<b>\$ 17,568</b>
		<b>Division 14 - Conveying Systems</b>			
1.0	14-0501	Conveying System (\$1500 Per Foot)	AL	\$ 63,000	\$ 63,000
		<b>Total - Division 14 - Conveying Systems</b>			<b>\$ 63,000</b>
		<b>Division 26 - Electrical</b>			
1.0	26-0501	Electrical and Level controls	AL	\$ 97,000	\$ 97,000
		<b>Total - Division 26 - Electrical</b>			<b>\$ 97,000</b>
		<b>Division 33 - Utilities</b>			
1.0	33-0501	Piping,	AL	\$ 40,000	\$ 40,000
1.0	33-0501	Vault and Pump	AL	\$ 10,000	\$ 10,000
		<b>Total - Division 33 - Utilities</b>			<b>\$ 50,000</b>
		<b>Division 41 - Material Processing Equipment</b>			
1.0	10-0105	Solids Mixing tank, mixer, ladders and deck	LS	\$ 35,380	\$ 35,380
1.0	10-0105	Freight	LS	\$ 6,000	\$ 6,000
1.0	10-0105	Offloading and Assembly of tank and Mixer	LS	\$ 4,240	\$ 4,240
1.0	10-0105	Allowance for secondary containment	AL	\$ 2,000	\$ 2,000
1.0	10-0105	Set Belt Press	LS	\$ 4,716	\$ 4,716
		<b>Total - Division 41 - Material Processing Equipment</b>			<b>\$ 52,336</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: WA1206-401		
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: Brian Bohusack

Title: Vice President

Date (month/day/year): 7-3-12