



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-249**

1. Agenda Item Number:
19
2. Council Meeting Date:
June 25, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: May 26, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement for Remote Site PLC Replacement Construction, Project No. WA0824-401, to SDB, Inc., in an amount not to exceed \$408,066.

6. RECOMMENDATION: Staff recommends Council award a project agreement for Remote Site PLC Replacement Construction, Project No. WA0824-401, to SDB, Inc., in an amount not to exceed \$408,066.

7. BACKGROUND/DISCUSSION: A programmable logic controller (PLC) is a computer device used to operate remotely located facilities such as booster stations, wells, and wastewater lift stations automatically without the need for operator input. The purpose of this project is to replace obsolete PLCs with current technology. This project will consist of replacing 65 PLCs at 54 sites, including 18 booster pump stations, 8 arsenic well stations, 18 well sites, 5 wastewater lift stations, 10 wastewater turnouts, and 6 chlorinators. A contract for construction management and programming services will be awarded separately.

8. EVALUATION PROCESS: On February 12, 2009, Council approved a one-year extension of Job Order Contract No. JOC07-04 with SDB, Inc., for general construction, with the option of two remaining one-year extensions. Staff has reviewed the scope of work and fees, and determined that they are acceptable. This project is being performed by a JOC because of product compatibility and time constraints related to keeping facilities in service.

9. FINANCIAL IMPLICATIONS:

Cost: \$408,066

Savings: None

Long Term Costs: None

Fund Source:

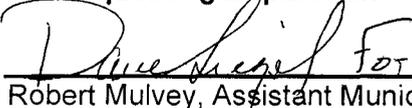
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
603.3820.0000.6814.9WA209	Water SDF	Water Treatment Plant Expansion	FY 08/09	\$296,950
611.3910.0000.6817.8WW189	Wastewater Bonds	Effluent Reuse ASR Wells	FY 07/08	\$111,116

10. PROPOSED MOTION: Move that Council award a project agreement for Remote Site PLC Replacement Construction, Project No. WA0824-401, to SDB, Inc., in an amount not to exceed \$408,066.

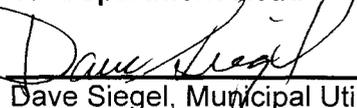
ATTACHMENTS: Project Agreement

APPROVALS

11. Requesting Department


Robert Mulvey, Assistant Municipal Utilities Director

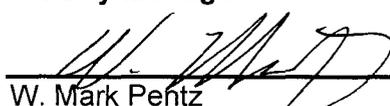
13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer


Sheina Hughes, Assistant Public Works Director/
City Engineer

14. City Manager


W. Mark Pentz

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

AGREEMENT NO: WA0824-401

PROJECT NAME (or LOCATION): Remote Site PLC Replacements Construction

DEPT.: Municipal Utilities

This AGREEMENT is made this _____ day of _____, 2009, 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 Remote Site PLC Replacements Construction, Project Number WA0824-401. The scope of work consists of replacing program logic controllers (PLC's) at remote sites per documentation received from the City, 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 Four Hundred Eight Thousand Sixty Six Dollars (\$408,066) 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 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. 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 _____ 2009.
CITY OF CHANDLER

MAYOR DATE:

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

APPROVED AS TO FORM:

By: _____
ATTEST: _____
City Attorney

City Clerk

FOR THE JOC:
By: _____
Title: _____
6/10/09
Project Manager

ADDRESS FOR NOTICE
Mr. Sean Jones
SDB, Inc.
810 W. First St.
Tempe, AZ 85281

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

**EXHIBIT A
SCOPE OF WORK**

JOC shall replace program logic controllers (PLC's) at remote sites per documentation received from the City.

All Modicon PLC equipment shall be purchase by the City and installed by the JOC.

The City shall be responsible for programming and commissioning.

Exclusions:

- Permits
- Premium time unless otherwise indicated
- Removal of hazardous waste

**EXHIBIT B
FEE SCHEDULE**

PROJECT COSTS					
CSI	Description				Cost
01	Division 1 - General Requirements				\$ 96,150.00
25	Division 25 - Integrated Automation				\$ 252,624.00
				Sub Total	\$ 348,774.00
			Coefficient	17.0%	\$ 59,292.00
				Total	\$ 408,066.00
COST BREAKDOWN					
WATER LOCATIONS					
QUAN	CSI	Description	Unit	\$ per Unit	Total
	Division 1 - General Requirements				
90.0	01-3105	Project Manager - 2 hours per site	EA	\$ 70.00	\$ 6,300.00
270.0	01-3120	Superintendent - 6 hrs per site	EA	\$ 55.00	\$ 14,850.00
1.0	01-2115	Owner Contingency Allowance	AL	\$ 75,000.00	\$ 75,000.00
		Total - Division 1 - General Requirements			\$ 96,150.00
	Division 25 - Integrated Automation				
1.0	25-0105	Modicon Unity Pro Small Programming Software (Pkg of 10)	LS	\$ 3,356.00	\$ 3,356.00
		Water Sites - 30 Total			
1.0	25-0105	Alamosa	LS	\$ 6,399.00	\$ 6,399.00
1.0	25-0105	Alamosa 1	LS	\$ 3,615.00	\$ 3,615.00
1.0	25-0105	Amberwood deep well	LS	\$ 3,576.00	\$ 3,576.00
1.0	25-0105	Amberwood pawts - lcp	LS	\$ 3,094.00	\$ 3,094.00
1.0	25-0105	Amberwood auxilary	LS	\$ 2,119.00	\$ 2,119.00
1.0	25-0105	Apache pawts - lcp	LS	\$ 2,781.00	\$ 2,781.00
1.0	25-0105	Apache auxilary	LS	\$ 1,969.00	\$ 1,969.00
1.0	25-0105	Apache booster	LS	\$ 5,142.00	\$ 5,142.00
1.0	25-0105	Arrowhead deep well	LS	\$ 3,070.00	\$ 3,070.00
1.0	25-0105	Arrowhead pawts - lcp	LS	\$ 3,094.00	\$ 3,094.00
1.0	25-0105	Arrowhead auxilary	LS	\$ 2,971.00	\$ 2,971.00
1.0	25-0105	Arrowhead booster	LS	\$ 3,139.00	\$ 3,139.00
1.0	25-0105	Basha Road	LS	\$ 5,203.00	\$ 5,203.00
1.0	25-0105	Brooks Crossing	LS	\$ 5,092.00	\$ 5,092.00
1.0	25-0105	Bush Way	LS	\$ 5,485.00	\$ 5,485.00
1.0	25-0105	CAP Arizona	LS	\$ 4,717.00	\$ 4,717.00
1.0	25-0105	CAP Hendrix	LS	\$ 4,664.00	\$ 4,664.00
1.0	25-0105	Cooper Road well rtu	LS	\$ 4,288.00	\$ 4,288.00
1.0	25-0105	Cooper Road cl2 room	LS	\$ 2,159.00	\$ 2,159.00
1.0	25-0105	Desert Breeze	LS	\$ 3,967.00	\$ 3,967.00
1.0	25-0105	Desert Breeze cl2	LS	\$ 1,690.00	\$ 1,690.00
1.0	25-0105	Dobson South cl2	LS	\$ 1,453.00	\$ 1,453.00
1.0	25-0105	Dobson South booster	LS	\$ 4,317.00	\$ 4,317.00
1.0	25-0105	E. Knox	LS	\$ 3,368.00	\$ 3,368.00
1.0	25-0105	Erie	LS	\$ 2,953.00	\$ 2,953.00
1.0	25-0105	Erie cl2	LS	\$ 2,083.00	\$ 2,083.00
1.0	25-0105	Frye cl2 (not in scope)			
1.0	25-0105	Frye booster	LS	\$ 4,547.00	\$ 4,547.00
1.0	25-0105	Gilbert cl2 (not in scope)			
1.0	25-0105	Gilbert well	LS	\$ 5,110.00	\$ 5,110.00
1.0	25-0105	Gilbert Road Zone 1 booster	LS	\$ 5,953.00	\$ 5,953.00

1.0	25-0105	Golden Lane	LS	\$ 4,306.00	\$ 4,306.00
1.0	25-0105	Hahn deep well	LS	\$ 3,218.00	\$ 3,218.00
1.0	25-0105	Hahn pawts - lcp	LS	\$ 2,906.00	\$ 2,906.00
1.0	25-0105	Hahn auxiliary	LS	\$ 2,119.00	\$ 2,119.00
1.0	25-0105	Hahn booster	LS	\$ 4,717.00	\$ 4,717.00
1.0	25-0105	Hightown deep well	LS	\$ 3,256.00	\$ 3,256.00
1.0	25-0105	Hightown pawts - lcp	LS	\$ 4,931.00	\$ 4,931.00
1.0	25-0105	Hightown auxiliary	LS	\$ 2,119.00	\$ 2,119.00
1.0	25-0105	Hunt Highway	LS	\$ 4,735.00	\$ 4,735.00
1.0	25-0105	Knox	LS	\$ 1,786.00	\$ 1,786.00
1.0	25-0105	Lindsay	LS	\$ 5,203.00	\$ 5,203.00
1.0	25-0105	Monterey pawts - lcp	LS	\$ 5,331.00	\$ 5,331.00
1.0	25-0105	Monterey auxiliary	LS	\$ 2,494.00	\$ 2,494.00
1.0	25-0105	Monterey booster	LS	\$ 5,507.00	\$ 5,507.00
1.0	25-0105	Orchid Lane	LS	\$ 3,328.00	\$ 3,328.00
1.0	25-0105	Pennington well	LS	\$ 4,101.00	\$ 4,101.00
1.0	25-0105	Pennington cl2	LS	\$ 2,105.00	\$ 2,105.00
1.0	25-0105	Price South cl2 (not in scope)			
1.0	25-0105	Price South 1 booster	LS	\$ 5,570.00	\$ 5,570.00
1.0	25-0105	Price South 2 well	LS	\$ 3,931.00	\$ 3,931.00
1.0	25-0105	Roosevelt pawts - lcp	LS	\$ 3,306.00	\$ 3,306.00
1.0	25-0105	Roosevelt auxiliary	LS	\$ 2,119.00	\$ 2,119.00
1.0	25-0105	Roosevelt well	LS	\$ 3,582.00	\$ 3,582.00
1.0	25-0105	Rural cl2 (not in scope)			
1.0	25-0105	Rural booster (not in scope)			
1.0	25-0105	Shawnee deep well	LS	\$ 3,576.00	\$ 3,576.00
1.0	25-0105	Shawnee pawts - lcp	LS	\$ 2,944.00	\$ 2,944.00
1.0	25-0105	Shawnee auxiliary	LS	\$ 2,119.00	\$ 2,119.00
1.0	25-0105	Warner West	LS	\$ 3,774.00	\$ 3,774.00
1.0	25-0105	West Pecos well	LS	\$ 3,913.00	\$ 3,913.00
1.0	25-0105	West Pecos cl2	LS	\$ 1,333.00	\$ 1,333.00
		Total - Division 25 - Integrated Automation			\$ 209,703.00

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: WA0824-401		
Project Name: Remote Site PLC Replacements Construction		
Street Name and Number:		
City: Chandler	State: AZ	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: Sean M Jones

Title: Project Manager

Date (month/day/year): 6/10/09