



Chandler • Arizona  
Where Values Make The Difference

**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-255**

**1. Agenda Item Number:**

**21**

**2. Council Meeting Date:**  
June 25, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** June 2, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Award a project agreement to SDB, Inc., for construction services for Chandler Surface Water Treatment Plant Belt Press, Project No. WA0907-401, in an amount not to exceed \$690,199.

**6. RECOMMENDATION:** Staff recommends Council award a project agreement to SDB, Inc., for construction services for Chandler Surface Water Treatment Plant Belt Press, Project No. WA0907-401, in an amount not to exceed \$690,199.

**7. BACKGROUND/DISCUSSION:** In 2005, a temporary sludge press was installed during the expansion of the Chandler Surface Water Treatment Plant (SWTP) to process excessive quantities of sludge resultant of a change in quality of the Plant source water. Solar sludge drying beds were constructed within the expansion to handle the anticipated increase in sludge solids as the Plant increased production from 45 million gallons per day (MGD) to 60 MGD. The quality of water entering the Plant continues to stress the existing sludge handling infrastructure. As a result, it is necessary to install permanent sludge processing facilities to handle excessive sludge while providing redundancy and back up for the solar sludge drying equipment.

**8. EVALUATION PROCESS:** On February 12, 2009, Council approved the extension of a Job Order Contract Number JOC 07-04 to SDB, Inc., for general contracting construction services to City facilities in an amount not to exceed \$3,000,000. The costs proposed for this project have been reviewed by City staff and compared to historical prices for similar installation work.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$690,199  
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>
605.3830.0000.6311	Water Operating	Maintenance Machinery & Equipment	FY 09/10	\$690,199

**10. PROPOSED MOTION:** Move that Council award a project agreement to SDB, Inc., for construction services for Chandler Surface Water Treatment Plant Belt Press, Project No. WA0907-401, in an amount not to exceed \$690,199.

**ATTACHMENTS:** Location Map, Project Agreement

**APPROVALS**

**11. Requesting Department**

Victoria Sharp, Water Sys Operations Superintendent

**13. Department Head**

Dave Siegel, Municipal Utilities Director

**12. City Engineer**

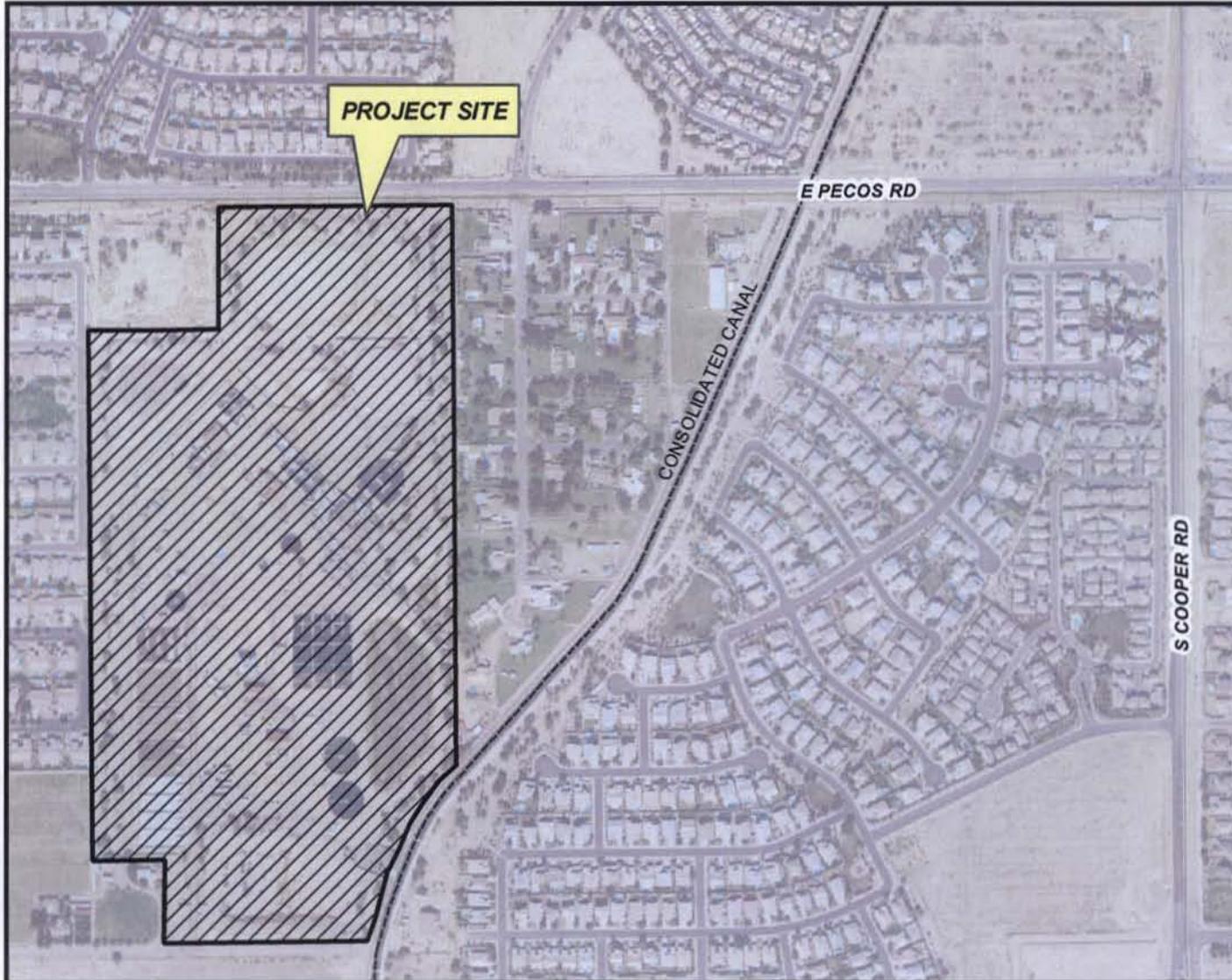
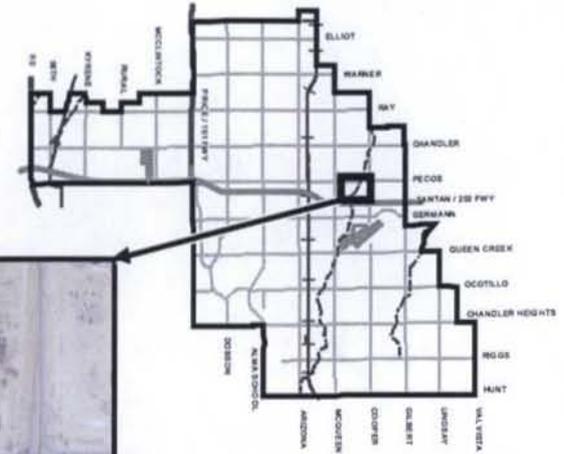
Sheina Hughes, Assistant Public Works Director/  
City Engineer

**14. City Manager**

W. Mark Pentz



# CHANDLER SURFACE WATER TREATMENT PLANT BELT FILTER PRESS PROJECT NO. WA0907-401



**MEMO NO. CA09-255**



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

**AGREEMENT NO: WA0907-401  
PROJECT NAME (or LOCATION): SWTP Belt Press  
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 SWTP Belt Press, Project Number WA0907-401. The scope of work consists of construction and installation of new belt press at the SWTP, 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 Ninety Thousand One Hundred Ninety Nine Dollars (\$690,199) 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 FOR THE JOC:

\_\_\_\_\_  
MAYOR DATE:

By: \_\_\_\_\_  
Title: Project Manager 6/10/09

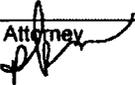
ADDRESS FOR NOTICE  
City of Chandler  
P.O. Box 4008, Mail Stop 407  
Chandler, AZ 85244-4008  
480-782-3307

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

APPROVED AS TO FORM:

Phone: 602-686-5615  
Fax: 967-5841

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

City Attorney 

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

**EXHIBIT A  
SCOPE OF WORK**

JOC shall supply and install a belt filter press at the Surface Water Treatment Plant (SWTP) as per drawings provided by the City's engineering consultant.

**EXHIBIT B  
FEE SCHEDULE**

CSI	Description		Cost
01	Division 1 - General Requirements		\$ 76,500.00
02	Division 2 - Existing Conditions		\$ -
03	Division 3 - Concrete		\$ 8,000.00
04	Division 4 - Masonry		\$ -
05	Division 5 - Steel		\$ -
06	Division 6 - Wood & Plastics		\$ -
07	Division 7 - Therm & Moist Protection		\$ -
08	Division 8 - Doors & Windows		\$ -
09	Division 9 - Finishes		\$ -
10	Division 10 - Specialties		\$ -
11	Division 11 - Equipment		\$ -
12	Division 12 - Furnishings		\$ -
13	Division 13 - Special Construction		\$ 13,654.00
14	Division 14 - Conveying Systems		\$ -
21	Division 21 - Fire Suppression		\$ -
22	Division 22 - Plumbing		\$ -
23	Division 23 - HVAC		\$ -
25	Division 25 - Integrated Automation		\$ -
26	Division 26 - Electrical		\$ 74,607.00
27	Division 27 - Communications		\$ -
28	Division 28 - Electrical Safety & Security		\$ -
31	Division 31 - Earthwork		\$ -
32	Division 32 - Exterior Improvements		\$ -
33	Division 33 - Utilities		\$ 54,920.00
34	Division 34 - Transportation		\$ -
35	Division 35 - Waterway & Marine Construction		\$ -
40	Division 40 - Process Integration		\$ -
41	Division 41 - Material Processing Equipment		\$ 372,492.00
42	Division 42 - Process Drying Equipment		\$ -
43	Division 43 - Process Gas Systems		\$ -
44	Division 44 - Pollution Control Equipment		\$ -
45	Division 45 - Industrial Manufacturing Equipment		\$ -
48	Division 48 - Electrical Power Generation		\$ -
		<b>Sub Total</b>	<b>\$ 600,173.00</b>
		<b>Coefficient</b>	<b>15.0%</b>
		<b>Total</b>	<b>\$ 90,026.00</b>
			<b>\$ 690,199.00</b>

**DIVISION BREAKDOWN**

QTY	CSI	Description	Unit	\$ per Unit	Total
		<b>Division 1 - General Requirements</b>			
80.0	01-3105	Project Manager	EA	\$ 70.00	\$ 5,600.00
160.0	01-3120	Superintendent	EA	\$ 55.00	\$ 8,800.00
1.0	01-2115	Owner contingency	AL	\$ 60,000.00	\$ 60,000.00
1.0	01-5140	Construction water	LS	\$ 1,000.00	\$ 1,000.00
2.0	01-5220	Portable toilet	EA	\$ 150.00	\$ 300.00
2.0	01-7415	Dumpsters	EA	\$ 400.00	\$ 800.00
		<b>Total - Division 1 - General Requirements</b>			<b>\$ 76,500.00</b>
		<b>Division 3 - Concrete</b>			
1.0	03-0105	Allowance for concrete structure under solids mixing tank	AL	\$ 8,000.00	\$ 8,000.00
		<b>Total - Division 3 - Concrete</b>			<b>\$ 8,000.00</b>
		<b>Division 13 - Special Construction</b>			
1.0	13-3110	Supply and install 34' x 34' x 14' shade structure	LS	\$ 13,654.00	\$ 13,654.00

	<b>Total - Division 13 - Special Construction</b>				\$ 13,654.00
	<b>Division 26 - Electrical</b>				
1.0	26-0501	Power	LS	\$ 19,806.00	\$ 19,806.00
1.0	26-0501	Lighting and electrical circuit at canopy	LS	\$ 7,359.00	\$ 7,359.00
1.0	26-0501	Controls	LS	\$ 31,166.00	\$ 31,166.00
1.0	26-0501	Grounding	LS	\$ 3,768.00	\$ 3,768.00
1.0	26-0501	Allowance for PLC cable and conduit installation	AL	\$ 12,508.00	\$ 12,508.00
	<b>Total - Division 26 - Electrical</b>				\$ 74,807.00
	<b>Division 33 - Utilities</b>				
1.0	33-0105	2 1/2" copper water line	LS	\$ 3,480.00	\$ 3,480.00
1.0	33-0105	2" flexible hose, ball valve, hose bib	LS	\$ 690.00	\$ 690.00
1.0	33-0105	4" painted pvc line and pipe stands from tank to press	LS	\$ 1,260.00	\$ 1,260.00
1.0	33-0105	8" plug valves, fittings, and copper line in sludge press building	LS	\$ 6,830.00	\$ 6,830.00
1.0	33-0105	Locate and pot hole existing utilities	LS	\$ 4,630.00	\$ 4,630.00
1.0	33-0105	10" SDR-35 drain line with AB bedding and native backfill at .5% slope	LS	\$ 19,396.00	\$ 19,396.00
1.0	33-0105	Allowance to increase drain slope to 1%	AL	\$ 4,940.00	\$ 4,940.00
1.0	33-0105	CLSM backfill under asphalt for drain line	LS	\$ 5,329.00	\$ 5,329.00
1.0	33-0105	Asphalt patching for drain line	LS	\$ 3,990.00	\$ 3,990.00
1.0	33-0105	Wall penetration, core, and sleeve	LS	\$ 1,500.00	\$ 1,500.00
1.0	33-0105	8" drain hose from press to drain line	LS	\$ 2,875.00	\$ 2,875.00
	<b>Total - Division 33 - Utilities</b>				\$ 54,920.00
	<b>Division 41 - Material Processing Equipment</b>				
1.0	41-0105	Solids mixing tank, mixer, level indicators, sensors, and alarms	LS	\$ 26,800.00	\$ 26,800.00
1.0	41-0105	Fiberglass access ladder with walkthrough, rails, and cage	LS	\$ 3,800.00	\$ 3,800.00
1.0	41-0105	Off loading, assembly, and installation of tank and mixer	LS	\$ 4,380.00	\$ 4,380.00
1.0	41-0105	Allowance for polymer secondary containment vessel	AL	\$ 2,000.00	\$ 2,000.00
1.0	41-2123	Belt filter press from Ashbrook Simon-Hartley per proposal	LS	\$ 330,442.00	\$ 330,442.00
1.0	41-2123	Off loading, rigging, and crane set of belt filter press	LS	\$ 5,070.00	\$ 5,070.00
	<b>Total - Division 41 - Material Processing Equipment</b>				\$ 372,492.00

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: WA0907-401		
Project Name: SWTP Belt Press		
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): 6/10/29