



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-217**

1. Agenda Item Number:

31

2. Council Meeting Date:
June 25, 2009

**TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER**

3. Date Prepared: June 2, 2009

4. Requesting Department: Fire Department

5. SUBJECT: Award project agreement to Brycon Construction for Fire Station #4 Generator, Project No. FI0903-401, in an amount not to exceed \$59,005.00, under Job Order Contract JOC07-06.

6. RECOMMENDATION: Staff recommends that Council award project agreement to Brycon Construction for Fire Station #4 Generator, Project No. FI0903-401, in an amount not to exceed \$59,005.00, under Job Order Contract JOC07-06.

7. BACKGROUND/DISCUSSION:

The Fire Department purchased two replacement emergency power generators for fire station through a grant program. This project consists of the design and installation of the emergency generator and transfer switches at Fire Station #4. The construction work will include miscellaneous demolition, survey, utility locating, and Southwest Gas line trenching at Fire Station #4.

8. EVALUATION: On February 12, 2009 Council approved a one-year Job Order Contract in an amount not to exceed \$1,000,000 with the option of four one-year extensions, to Brycon Construction, JOC07-06, for general construction services. The costs proposed for this project have been reviewed by City Staff and compared to historical prices for similar work.

9. FINANCIAL IMPLICATIONS:

Original Contract Cost: \$59,005

Fund Source:

Acct. No.:
101.2260.0000.6320

Fund Name:
General Fund

Program Name:
Fire

CIP Funded:
N/A

Amount:
\$59,005.00

10. PROPOSED MOTION: Move that Council award project agreement to Brycon Construction for Fire Station #4 Generator, Project No. FI0903-401, in an amount not to exceed \$59,005.00, under Job Order Contract JOC07-06.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department

Tom Carlson

Tom Carlson, Assistant Fire Chief

13. Department Head

Jeff Clark (TC)

Jeff Clark, Fire Chief

12. City Engineer

Sheina Hughes

Sheina Hughes, Assistant Public Works
Director/City Engineer

14. City Manager

W. Mark Pentz

W. Mark Pentz

**PROJECT AGREEMENT
PURSUANT TO JOB ORDER CONTRACT NO. JOC 07-06**

AGREEMENT NO: FI0903-401
PROJECT NAME (or LOCATION): Fire Station #4 Generator
DEPT.: Fire Department

This AGREEMENT is made this _____ day of _____ 2009, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Brycon Construction, a New Mexico Corporation licensed to do business in the state of Arizona, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-06.

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 Fire Station #4 Generator, Project Number FI0903-401. The scope of work consists of shall install a new generator and transfer switch, 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 Fifty Nine Thousand Five Dollars (\$59,005) determined and payable as set forth in Contract JOC 07-06 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

The Contract Time is ninety days and JOC agrees to complete all Construction within Ninety (90) 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 07-06 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:

DEPARTMENT HEAD/DESIGNEE DATE:

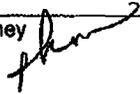
By: _____
Title: Jim Michaels, Operations Mgr.

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

ADDRESS FOR NOTICE
Mr. Scott Dluzen or Mr. Jim Michaels
Brycon Construction
6150 W. Chandler Blvd., Ste. 39
Chandler, AZ 85226

APPROVED AS TO FORM:

Phone: 785-9911
Fax: 785-9858

By: _____ City Attorney
ATTEST: 

City Clerk

**EXHIBIT A
SCOPE OF WORK**

JOC shall perform the following work at Fire Station #4: install a new generator and transfer switch (owner purchased), gas line including Southwest Gas fees, design, engineering, and coordination for required permits. Scope of work includes miscellaneous demolition, survey, utility locating, materials testing, gas line trenching for SWG including gas line piping from meter to generator and connection to building, landscape and irrigation repair, generator pad, patching and repair of finishes, and required electrical work. All work is to be performed during normal working hours.

Clarifications and Assumptions:

1. Scope of work based on multiple walkthroughs, discussions and conversations with the Fire Department staff only.
2. Architectural and Engineering design time is approximately 15-30 days after initial inspections
3. Project construction duration for Station #4 is approximately 3 weeks. Project start shall be coordinated with the delivery of long term lead items and activities by Southwest Gas
4. Initial testing, structural design (generator pad), plumbing and electrical design and engineering are included
5. Coordination of permits will be handled by JOC
6. Construction Contingency of 10% is included in this proposal
7. Layout of the required utilities are included
8. Private utility locating are included
9. Miscellaneous demolition includes MEP removals including effected finishes and concrete pad for existing generator.
10. Southwest Gas requirements are included as an allowance item
11. Trenching and backfill requirements for SWG on private property
12. Landscape and irrigation work by Owner
13. Concrete pad for the new generator included
14. Pipe bollards (3 each) at generator perimeter
15. Patch and repair allowance for existing finishes due to electrical rework at building interior and exterior
16. Painting of bollards
17. Daily cleanup as required
18. Electrical work including trenching, backfill, and compaction requirements, installation of the Owner furnished generator and transfer switch, and rework of existing items to accommodate new equipment
19. Replacement of existing circuit breaker in generator to accommodate existing 60 Amp emergency panel switch
20. Generator product warranty duration will be based on / and determined by Gen-Tech at the time of installation

Exclusions:

1. Temporary construction power and water consumption costs
2. SRP design, engineering, and installation fees (paid directly by Chandler)
3. Furnish and install new SES or distribution panels
4. Delivery and placing new generators
5. Picking and removing old generator and disposal
6. Reclaim / empty existing generator diesel fuel
7. Landscape and Irrigation related work
8. City Permits and plan review fees
9. Dumpsters
10. Off hours
11. Unforeseen conditions

**EXHIBIT B
FEE SCHEDULE**

DESCRIPTION	QTY	U/M	UC	TOTAL DIRECT COST
SITWORK				
PRIVATE UTILITY LOCATOR	1	Day	\$ 380.00	\$ 380.00
DEMOLITION REQUIREMENTS				
Sawcut asphalt (min. trip charge)	20	LF	\$ 15.00	\$ 300.00
Asphalt removal / haul off	20	SF	\$ 10.00	\$ 200.00
ABC and soil removal for new pad	40	EA	\$ 20.00	\$ 800.00
GAS LINE REQUIREMENTS				
TRENCHING / EQUIPMENT	75	LF	\$ 25.00	\$ 1,875.00
BACKFILL / COMPACTION REQ.	75	LF	\$ 15.00	\$ 1,125.00
SOUTHWEST GAS (Allowance)	1	LS	\$ 2,500.00	\$ 2,500.00
SITWORK	1	LS	\$ 7,180.00	\$ 7,180.00
CONCRETE AND PLACING				
LAYOUT / FORMWORK / REBAR	1	EA	\$ 1,110.00	\$ 1,110.00
GENERATOR PAD (10' x 5' x 6")	50	SF	\$ 6.00	\$ 300.00
BOLLARD FOOTINGS / PIPE / FILL (Short load min.)	3	EA	\$ 325.00	\$ 975.00
CONCRETE AND PLACING	1	LS	\$ 2,385.00	\$ 2,385.00
FINISHES				
FINISHES REPAIR (Allowance)				
FINISHES REPAIR / PAINT (Allowance)	1	LS	\$ 1,000.00	\$ 1,000.00
HOUSEKEEPING	0.75	MOS	\$ 792.00	\$ 594.00
FINISHES	1	LS	\$ 1,594.00	\$ 1,594.00
BUILDING MECHANICAL				
GAS PIPING	75	LF	\$ 25.00	\$ 1,875.00
BUILDING MECHANICAL	1	LS	\$ 1,875.00	\$ 1,875.00
BUILDING ELECTRICAL				
ELECTRICAL	1	LS	\$ 11,500.00	\$ 11,500.00
GENTECH CIRCUIT BREAKER (Allowance)	1	LS	\$ 2,240.00	\$ 2,240.00
RELOCATE / MODIFY EXISTING ELECTRICAL (Exist. Conduits / phone / misc.)	1	LS	\$ 1,000.00	\$ 1,000.00
BUILDING ELECTRICAL	1	LS	\$ 14,740.00	\$ 14,740.00
PRECON / DESIGN / ENGINEERING				
A/E Fees	1	LS	\$ 4,750.00	\$ 4,750.00
Contract Administration	1	LS	\$ 700.00	\$ 700.00
Structural Engineering	1	LS	\$ 500.00	\$ 500.00
Reimbursables	1	LS	\$ 500.00	\$ 500.00
CONSTRUCTION DRAWINGS SETS	10	EA	\$ 15.00	\$ 150.00
CASH ALLOWANCES	1	LS	\$ 6,600.00	\$ 6,600.00
PROJECT STAFF				
PROJECT MANAGER	36	HRS	\$ 50.75	\$ 1,827.00
SUPERINTENDENT	120	HRS	\$ 50.75	\$ 6,090.00
PROJECT ENGINEER	30	HRS	\$ 35.00	\$ 1,050.00
PROJECT STAFF	1	LS	\$ 8,967.00	\$ 8,967.00
CONSTRUCTION EQUIP				
TRUCK	3	WKS	\$ 225.00	\$ 675.00
VEHICLE ALLOWANCE	2	WKS	\$ 100.00	\$ 150.00
CONSTRUCTION EQUIP	1	LS	\$ 825.00	\$ 825.00
PROJECT OVERHEAD				
TEMP WATER-ICE/CUPS (Dust Control)	1	MOS	\$ 74.67	\$ 56.00
TEMP SIGNAGE	1	LS	\$ 100.00	\$ 100.00
COURIER SERVICE / POSTAGE	1	MOS	\$ 100.00	\$ 75.00
CELLULAR TELEPHONES (for Superintendent)	1	MOS	\$ 125.33	\$ 94.00
PHOTOGRAPHS - PROGRESS	1	MOS	\$ 30.67	\$ 23.00
SAFETY SUPPLIES (to refurbish First Aid)	1	MOS	\$ 74.67	\$ 56.00
DRAWING REPRODUCTION (for submittals)	1	LS	\$ 75.00	\$ 75.00
CONSUMABLES & EXPENDABLES (garbage & shop supplies)	1	MOS	\$ 74.67	\$ 56.00
PROJECT OVERHEAD	1	LS	\$ 535.00	\$ 535.00
SUBTOTAL:				\$ 44,701.00
CONTINGENCY	10%		\$ 4,470.00	\$ 4,470.00
COEFFICIENT	20%		\$ 8,934.00	\$ 8,934.00
FIRE STATION #4 TOTAL				\$ 59,005.00

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: FI0903-401		
Project Name: Fire Station #4 Generator		
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:



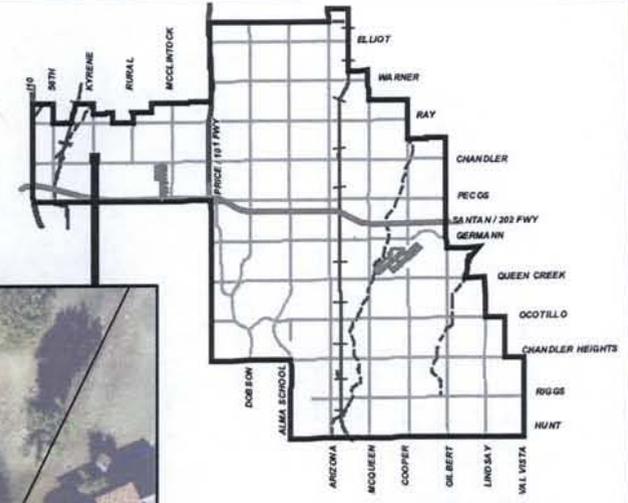
Printed Name: Jim Michaels

Title: Operations Manager

Date (month/day/year): 6/4/09



FIRE STATION NO. 4 GENERATOR PROJECT NO. F10903-401



MEMO NO. CA09-217

 **PROJECT AREA**



