



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-043**

1. Agenda Item Number:
16
2. Council Meeting Date:
September 10, 2009

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: August 20, 2009
4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a project agreement to SDB, Inc. for the McQueen Road Vapex Odor Control Unit Install, Project No. WW0915-401, in an amount not to exceed \$226,005 under Job Order Contract JOC07-04.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to SDB, Inc. for the McQueen Road Vapex Odor Control Unit Install, Project No. WW0915-401, in an amount not to exceed \$226,005 under Job Order Contract JOC07-04.

7. BACKGROUND/DISCUSSION: This project agreement provides for the installation of a new odor control unit located on McQueen Road south of Queen Creek Road to the abandoned Airport Lift Station. The Airport Lift Station is approximately 1500 feet south of Queen Creek Road. City staff has requested these improvements be implemented to address odor control issues in this area. Construction will also include the necessary piping, electrical and concrete work associated with the unit install. These units have been used in wastewater facilities over the past several years and have been found to be efficient and effective in controlling odor.

Construction is scheduled to begin in fall 2009 with a construction duration of approximately four months.

8. EVALUATION: On February 12, 2009 Council approved a second one-year Job Order Contract extension in an amount not to exceed \$3,000,000 to SDB, Inc., JOC07-04, for general construction services. The costs proposed for this project have been reviewed by City Staff and compared to historical prices for similar City projects and determined that they are acceptable.

9. FINANCIAL IMPLICATIONS:

Cost: \$226,005
Savings: N/A
Long Term Costs: N/A

Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
615.3910.0000.6814.9WW266	Wastewater Operating	Collection Systems Facility Improvements	FY 08/09	\$226,005

10. PROPOSED MOTION: Move that Council award a project agreement to SDB, Inc. for the McQueen Road Vapex Odor Control Unit Install, Project No. WW0915-401, in an amount not to exceed \$226,005 under Job Order Contract JOC07-04, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department


Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

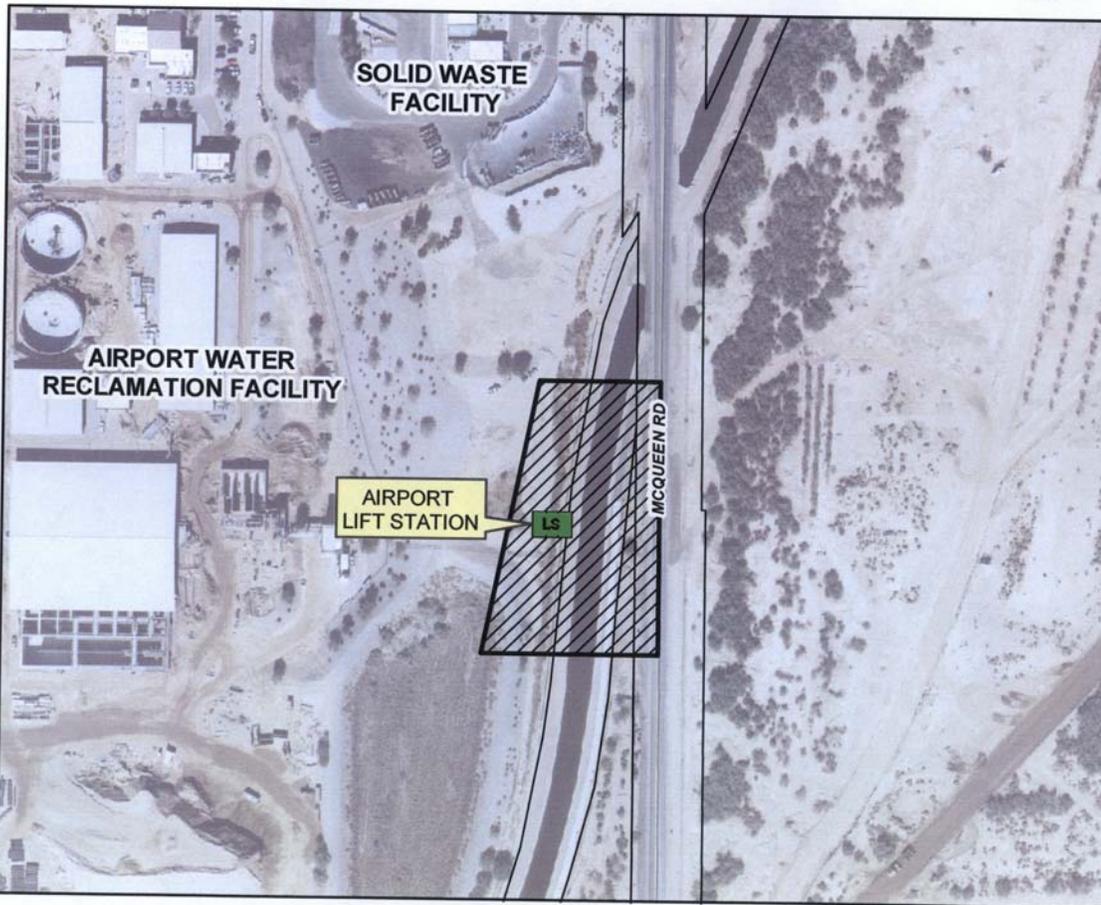

Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager


W. Mark Pentz



McQUEEN ROAD VAPEX ODOR CONTROL UNIT INSTALL PROJECT NO. WW0915-401



MEMO NO. CA10-043

- LIFT STATION
- PROJECT AREA



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

AGREEMENT NO: WW0915-401
PROJECT NAME (or LOCATION): McQueen Road Vapex Odor Control Unit Install
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 McQueen Road Vapex Odor Control Unit Install, Project Number WW0915-401. The scope of work consists of installing a Vapex Odor Control Unit, 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 Two Hundred Twenty Six Thousand Five Dollars (\$226,005) 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 Twenty days and JOC agrees to complete all Construction within One Hundred Twenty (120) 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.
FOR THE JOC:
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:

City Attorney
By: _____
ATTEST:

City Clerk

By: _____
Title: Project Manager 8/19/09

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

Phone: 602-686-5815
Fax: 967-5841

**EXHIBIT A
SCOPE OF WORK**

JOC shall provide all labor and materials to install a Vapex Odor Control Unit and piping to manholes on McQueen Road, including conduit, electrical, and concrete slab.

**EXHIBIT B
FEE SCHEDULE**

CSI	Description	Cost
01	Division 1 - General Requirements	\$ 15,620.00
02	Division 2 - Existing Conditions	\$ -
03	Division 3 - Concrete	\$ 6,685.00
04	Division 4 - Masonry	\$ -
05	Division 5 - Steel	\$ 100.00
06	Division 6 - Wood & Plastics	\$ -
07	Division 7 - Therm & Moist Protection	\$ -
08	Division 8 - Doors & Windows	\$ -
09	Division 9 - Finishes	\$ 400.00
10	Division 10 - Specialties	\$ -
11	Division 11 - Equipment	\$ -
12	Division 12 - Furnishings	\$ -
13	Division 13 - Special Construction	\$ 9,785.00
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	\$ 1,815.00
27	Division 27 - Communications	\$ -
28	Division 28 - Electrical Safety & Security	\$ -
31	Division 31 - Earthwork	\$ -
32	Division 32 - Exterior Improvements	\$ 11,762.00
33	Division 33 - Utilities	\$ 63,900.00
34	Division 34 - Transportation	\$ -
35	Division 35 - Waterway & Marine Construction	\$ -
40	Division 40 - Process Integration	\$ -
41	Division 41 - Material Processing Equipment	\$ -
42	Division 42 - Process Drying Equipment	\$ -
43	Division 43 - Process Gas Systems	\$ -
44	Division 44 - Pollution Control Equipment	\$ 83,100.00
45	Division 45 - Industrial Manufacturing Equipment	\$ -
48	Division 48 - Electrical Power Generation	\$ -
		Sub Total
		\$ 193,167.00
		Coefficient: 17.0%
		\$ 32,838.00
		Total
		\$ 226,005.00

DIVISION BREAKDOWN

QUAN	CSI	Description	Unit	\$ per Unit	Total
		Division 1 - General Requirements			
40.0	01-3105	Project Manager	EA	\$ 70.00	\$ 2,800.00
120.0	01-3120	Superintendent	EA	\$ 55.00	\$ 6,600.00
1.0	01-5140	Construction water allowance	AL	\$ 2,000.00	\$ 2,000.00
2.0	01-5220	Portable toilet	EA	\$ 150.00	\$ 300.00
10.0	01-5625	Temporary barricades at structures	EA	\$ 100.00	\$ 1,000.00
1.0	01-7123	Survey	LS	\$ 2,920.00	\$ 2,920.00
		Total - Division 1 - General Requirements			\$ 15,620.00

Division 3 - Concrete					
1.0	03-0105	Concrete pad extension at wet well	LS	\$ 1,885.00	\$ 1,685.00
15.0	03-6105	Patching at man hole and wet well penetrations	EA	\$ 300.00	\$ 4,500.00
5.0	03-8105	Coredrills at wet well lid	EA	\$ 100.00	\$ 500.00
Total - Division 3 - Concrete					\$ 6,685.00
Division 5 - Steel					
1.0	05-0110	Epoxy coated valve plate at wet well	EA	\$ 100.00	\$ 100.00
Total - Division 5 - Steel					\$ 100.00
Division 9 - Finishes					
1.0	09-9610	Epoxy paint exposed piping at wet well yard	LS	\$ 400.00	\$ 400.00
Total - Division 9 - Finishes					\$ 400.00
Division 13 - Special Construction					
1.0	13-3005	Fiberglass building for Vapex unit	EA	\$ 7,590.00	\$ 7,590.00
1.0	13-3005	Estimated freight for building	AL	\$ 1,000.00	\$ 1,000.00
1.0	13-3005	Off load and install fiberglass building	LS	\$ 1,195.00	\$ 1,195.00
Total - Division 13 - Special Construction					\$ 9,785.00
Division 26 - Electrical					
1.0	26-0501	Electrical work (assumed the existing electrical service has capacity)	LS	\$ 1,815.00	\$ 1,815.00
Total - Division 26 - Electrical					\$ 1,815.00
Division 32 - Exterior Improvements					
1.0	32-3113	Removal and installation of chain link fence at wet well yard	LS	\$ 1,762.00	\$ 1,762.00
1.0	32-8423	Landscape and irrigation repair allowance	AL	\$ 10,000.00	\$ 10,000.00
Total - Division 32 - Exterior Improvements					\$ 11,762.00
Division 33 - Utilities					
1830.0	33-0105	Installation of 3" and 1 1/2" SCH 40 PVC air lines with tracer wire including trenching and native backfill - avg depth 10'	LF	\$ 21.46	\$ 39,278.00
1.0	33-0105	Location and potholing for known utilities	LS	\$ 6,482.00	\$ 6,482.00
11.0	33-0105	Air line connections at man holes and structures including cores	EA	\$ 960.00	\$ 10,560.00
1.0	33-0105	Asphalt removal, plating, backfill and replacement across driveway and one man hole	LS	\$ 6,980.00	\$ 6,980.00
1.0	33-0105	Installation of 3/4" pvc water line from existing line to Vapex	LS	\$ 600.00	\$ 600.00
Total - Division 33 - Utilities					\$ 63,900.00
Division 44 - Pollution Control Equipment					
1.0	44-0105	O-MEGA V1500 Vapex unit with 2 nozzles	EA	\$ 75,000.00	\$ 75,000.00
1.0	44-0105	O-MEGA remote air filter package for fiberglass building	EA	\$ 520.00	\$ 520.00
1.0	44-0105	O-MEGA exhaust air duct package	EA	\$ 85.00	\$ 85.00
1.0	44-0105	Carbitrol canister with carbon	EA	\$ 1,125.00	\$ 1,125.00
1.0	44-0105	Exhaust rain cover for Carbitrol canister	EA	\$ 180.00	\$ 180.00
1.0	44-0105	1 HP blower with weather hood	EA	\$ 920.00	\$ 920.00
1.0	44-0105	3 HP blower with weather hood	EA	\$ 1,720.00	\$ 1,720.00
1.0	44-0105	Shipping, installation, owner training and commissioning	EA	\$ 3,550.00	\$ 3,550.00
Total - Division 44 - Pollution Control Equipment					\$ 83,100.00

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.

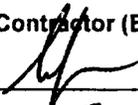
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number: WW0915-401 McQueen Road Vapex Odor Control Unit Install		
Project Name:		
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): 8/19/09