



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA12-157**

1. Agenda Item Number:  
**23**  
2. Council Meeting Date:  
March 22, 2012

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

3. Date Prepared: March 5, 2012  
4. Requesting Department: Economic Development

**5. SUBJECT:** Award a Project Agreement to Chasse Building Team, Inc. for construction services for ASU Downtown Interior Building Demolition, Project Number GG1203-403, pursuant to Job Order Contract JOC1202-401, in an amount not to exceed \$86,580.25.

**6. RECOMMENDATION:** Staff recommends Council award a Project Agreement to Chasse Building Team, Inc. for construction services for ASU Downtown Interior Building Demolition, Project Number GG1203-403, pursuant to Job Order Contract JOC1202-401, in an amount not to exceed \$86,580.25.

**7. BACKGROUND/DISCUSSION:** On February 23, 2012, Council approved the Arizona State University Lease for the Chicago Yard and authorization for improvements. The former Public Works yard is a +/- 33,000 foot industrial building that is ideal for the uses of the ASU College of Technology and Innovation. ASU has proposed for three programs to operate in the facility, expanding from the Polytechnic campus. Initially, the building will house approximately 100 students and faculty, expanding over the next three years to house approximately 1,000 students and faculty.

To house the classroom, faculty, and engineering labs, the Chicago Yard will need a complete interior demolition and rebuild of tenant improvements to create classrooms, labs, offices, and collaborative space. This project is for the first phase of the renovation, the interior demolition of the building.

**8. EVALUATION:** On March 8, 2012, Council approved the award of Job Order Contract JOC1202-401, for general construction services to Chasse Building Team, Inc. in an amount not to exceed \$1,000,000. The project's costs were reviewed by staff, compared to historical prices for similar projects, and determined to be reasonable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$86,580.25  
Savings: N/A  
Long Term Costs: N/A

**Fund Source:**

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
401.1291.6212.6GG630	Improvements-Interior	ASU Downtown		\$86,580.25

**10. PROPOSED MOTION:** Move Council award a Project Agreement to Chasse Building Team, Inc. for construction services for ASU Downtown Interior Building Demolition, Project Number GG1203-403, pursuant to Job Order Contract JOC1202-401, in an amount not to exceed \$86,580.25, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Project Agreement

**APPROVALS**

**11. Requesting Department**

TK

Teri Killgore, Downtown Redevelopment Manager

**12. City Engineer**

Sheina Hughes, City Engineer

**13. Department Head**

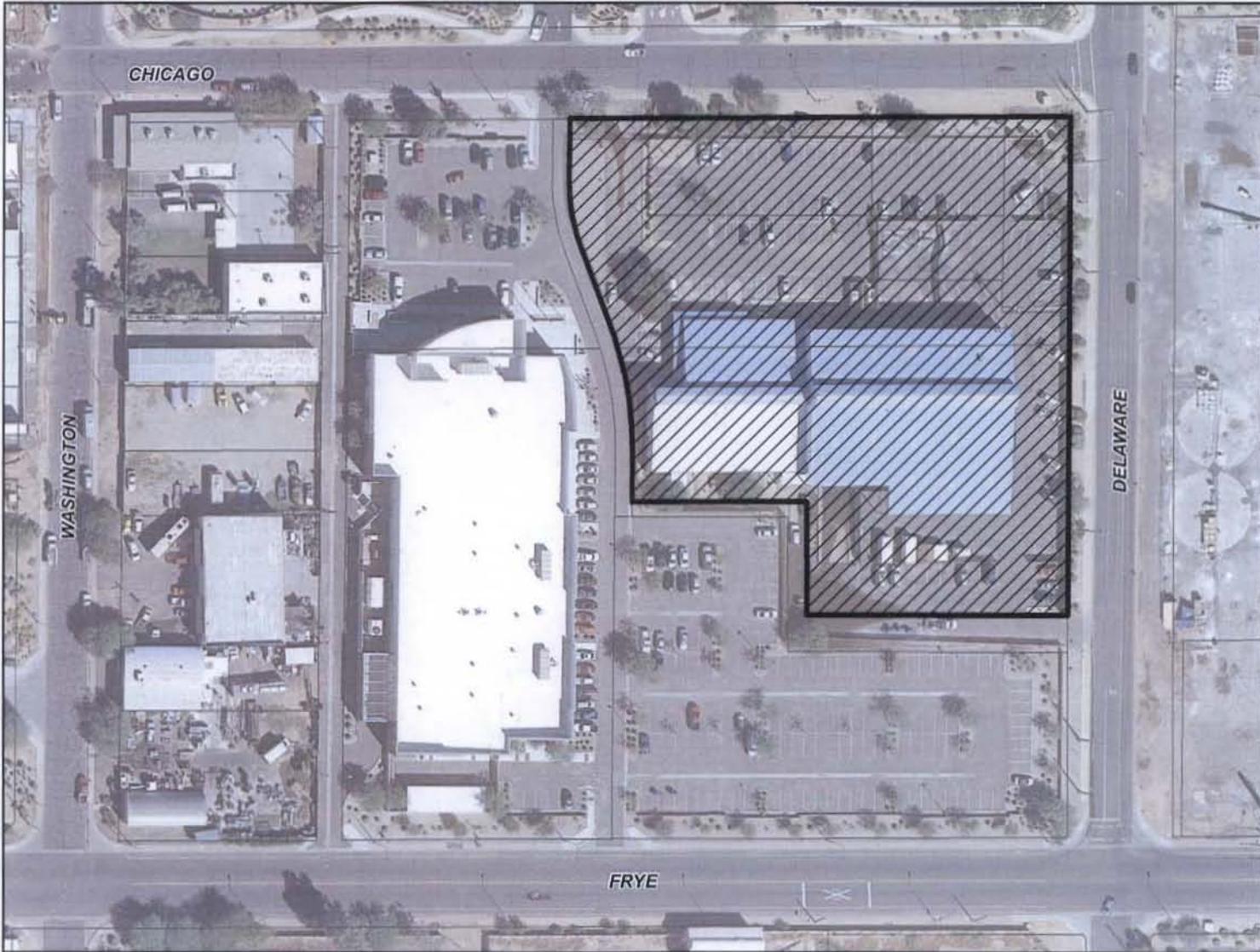
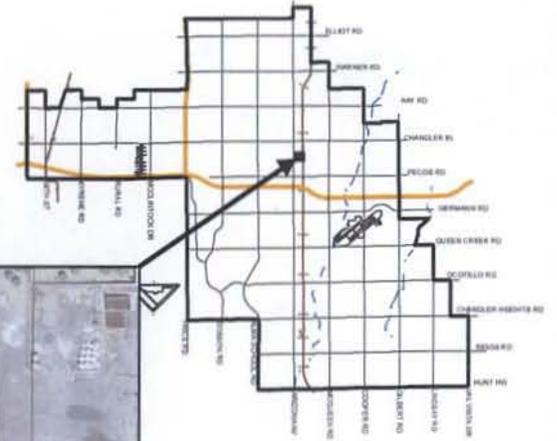
Christine Mackay, Economic Development Director

**14. City Manager**

Rich Dlugas



# ASU DOWNTOWN INTERIOR BUILDING DEMOLITION PROJECT NO. GG1203-403



MEMO CA12-157

 PROJECT SITE



**PROJECT AGREEMENT GG1203-403  
PURSUANT TO JOB ORDER CONTRACT NO. JOC1202-401**

**PROJECT AGREEMENT NO: GG1203-403  
PROJECT NAME (or LOCATION): ASU Downtown Interior Building Demolition  
DEPT.: Economic Development**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **Chasse Building Team, 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. JOC1202-401.

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 ASU Downtown interior Building Demolition, Project Number GG1203-403. The scope of work consists of JOC demolition and clearing the interior of the City building at 249 East Chicago Street, 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 Eighty Six Thousand Five Hundred Eighty Dollars and Twenty Five Cents (\$86,580.25) determined and payable as set forth in Contract JOC1202-401 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3. CONTRACT TIME & SCHEDULE**

The Contract Time is Twenty Five days and JOC agrees to complete all Construction within Twenty Five (25) 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. JOC1202-401 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.

**EXHIBIT A  
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required to demolish and clear the interior of the City building at 249 E Chicago Street. JOC shall demolish and remove all interior structures, flooring, plumbing, fire sprinkler, and electrical, and shall haul off materials and clean the building; patch and cap all wall and roof penetrations; and remove any existing insulation not incorporated into metal sheeting.

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: GG1203-403		
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: Barry Chasse

Title: President

Date (month/day/year): 03/12/2012