



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA07-247**

**1. Agenda Item Number:**

**27**

**2. Council Meeting Date:**

June 28, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** June 11, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** City Manager

**5. SUBJECT:** Award job order contract project agreements for Demolition and Site Clearing for properties acquired at City Hall Site to, Phoenix Demolition Company and Salvage, Inc., GG0502-407, in an amount not to exceed \$85,000, and Complete Decon, Inc., GG0502-408, in an amount not to exceed \$130,000 for a total of \$215,000.

**6. RECOMMENDATION:** Staff recommends Council award job order contract project agreements for Demolition and Site Clearing at City Hall Site to, Phoenix Demolition Company and Salvage, Inc., GG0502-407, in an amount not to exceed \$85,000, and Complete Decon, Inc., GG0502-408, in an amount not to exceed \$130,000 for a total of \$215,000.

**7. BACKGROUND/DISCUSSION:** On May 25, 2006, Council approved the site selection study for the new City Hall. This study determined the departments to be located at the complex, their working relationships, space requirements and parking needs, and recommended a site near Arizona Avenue and Chicago Street.

Prior to development of the City Hall site, the City will have to demolish the structures in the identified area. Environmental remediation will be performed prior to demolition, and is being brought forward under separate Council Action.

**8. EVALUATION PROCESS:** On January 11, 2007, Council approved the award of Job Order Contract, Numbers JOC07-02 and JOC07-10, to Phoenix Demolition Company and Salvage, Inc. and Complete Decon, Inc., for demolition and site clearing.

To make space for the City Hall Project, properties have been acquired and others are still in the acquisition phase. Under this Project Agreement, individual work orders will be issued for the demolition at each property as it becomes available. Approximately twelve properties will be cleared for the new City Hall.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$215,000

Savings: NA

Long Term Costs: NA

Fund Source:

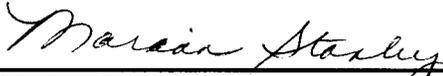
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
101.1290.0000.6111.7GG075	General Fund	Non-Departmental	FY06/07	\$215,000

**10. PROPOSED MOTION:** Move that Council job order contract project agreements for Demolition and Site Clearing at City Hall Site to, Phoenix Demolition Company and Salvage, Inc., GG0502-407, in an amount not to exceed \$85,000, and Complete Decon, Inc., GG0502-408, in an amount not to exceed \$130,000 for a total of \$215,000, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Project Agreement

APPROVALS

11. Requesting Department



Marian Stanley, Assistant to the City Manager

13. Department Head



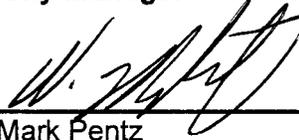
Rich Dlugas, Assistant City Manager

12. City Engineer



Sheina Hughes, Acting Assistant Public Works  
Director/City Engineer

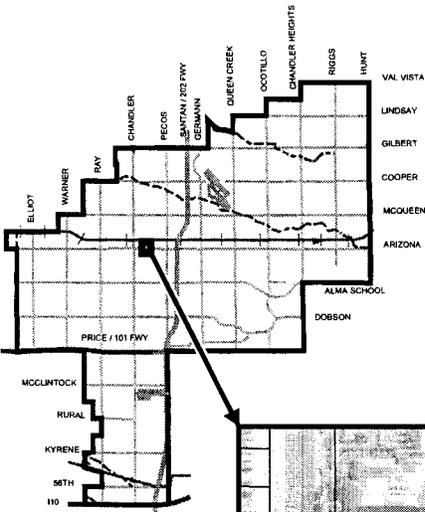
14. City Manager



W. Mark Pentz

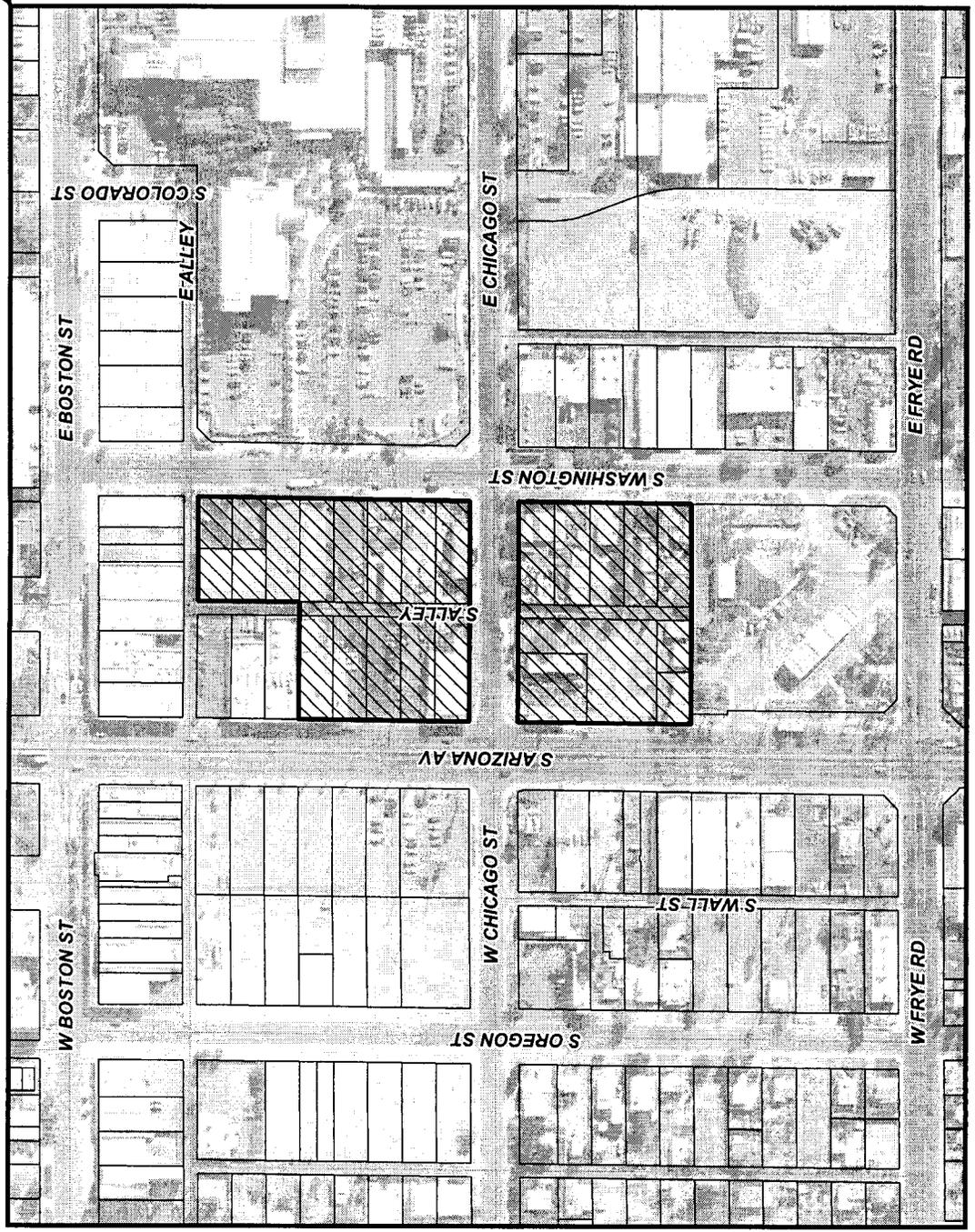


# DEMOLITION AND SITE CLEARING FOR PROPERTIES ACQUIRED AT CITY HALL SITE PROJECT NOS. GG0502-407 AND GG0502-408



MEMO NO. CA07-247

**LEGEND**  
 PROPERTIES ACQUIRED AT CITY HALL SITE



**PROJECT AGREEMENT  
PURSUANT TO JOB ORDER CONTRACT NO. JOC 07-02**

**AGREEMENT NO: GG0502-407**  
**PROJECT NAME (or LOCATION): Demolition and Site Clearing for Properties at City Hall Site**  
**DEPT.: City Manager**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Phoenix Demolition company and Salvage, Inc. an Arizona corporation, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-02.

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 Demolition and Site Clearing for Properties at City Hall Site, Project Number GG5002-407. The scope of work consists of JOC providing all equipment, labor, material, supervision and incidentals as required to demolish structures acquired at the City Hall Site, 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 Five Thousand Dollars (\$85,000) determined and payable as set forth in Contract JOC 07-02 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 07-02 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

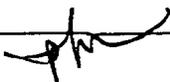
This Agreement will be effective upon execution by the both parties.

7  
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: \_\_\_\_\_ City Attorney   
ATTEST:

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

FOR THE JOC:

By:   
Title: PRESIDENT

ADDRESS FOR NOTICE  
Mr. Scott Sterne  
Phoenix Demolition Co. and Salvage, Inc.  
1912 N. Rosemont  
Mesa, AZ 85205

Phone: 649-0100  
Fax: 649-6210

**EXHIBIT A  
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required to demolish structures acquired at the City Hall Site, including demolition, hauling and disposal of the structures, associated components, and other miscellaneous debris; grading the lot level, using onsite dirt, and crusting over with spray from a water truck; and associated permits, fees and dust control. The City will issue individual work orders for each site to be demolished.

**EXHIBIT B  
FEE SCHEDULE**

JOC shall provide all services as described in Article I for an amount not to exceed \$85,000.

**PROJECT AGREEMENT  
PURSUANT TO JOB ORDER CONTRACT NO. JOC 07-10**

**AGREEMENT NO: GG0502-408**

**PROJECT NAME (or LOCATION): Demolition and Site Clearing for Properties at City Hall Site**

**DEPT.: City Manager**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Complete Decon, Inc., an Arizona corporation, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-10.

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 Demolition and Site Clearing for Properties at City Hall Site, Project Number GG0502-408. The scope of work consists of JOC providing all equipment, labor, material, supervision and incidentals as required to demolish structures acquired at the City Hall Site, 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 One Hundred Thirty Thousand Dollars (\$130,000) determined and payable as set forth in Contract JOC 07-10 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 07-10 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

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 \_\_\_\_\_ 2007.  
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 *[Signature]*

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

FOR THE JOC:  
By: *[Signature]*  
Title: PRESIDENT

ADDRESS FOR NOTICE  
Mr. Darrell Howard  
Complete Decon, Inc.  
3709 E. Southern Ave.  
Phoenix, AZ 85040

Phone: 602-237-9595  
Fax: 602-237-9539

**EXHIBIT A  
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required to demolish structures acquired at the City Hall Site, including demolition, hauling and disposal of the structures, associated components, and other miscellaneous debris; grading the lot level, using onsite dirt, and crusting over with spray from a water truck; and associated permits, fees and dust control. The City will issue individual work orders for each site to be demolished.

**EXHIBIT B**

**FEE SCHEDULE**

JOC shall provide all services as described in Article 1 for an amount not to exceed \$130,000.