

Add info # 24

MAR 13 2008

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

AGREEMENT NO: PR0808-401
PROJECT NAME (or LOCATION): Tumbleweed Park Outdoor Storage Area
DEPT.: Community Services

This AGREEMENT is made this _____ day of _____ 2007, 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 Tumbleweed Park Outdoor Storage Area, Project Number PR0808-401. The scope of work consists of installing outdoor storage at Tumbleweed Tennis Center, 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 Sixty Thousand Three Hundred Eleven Dollars (\$60,311) 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 Sixty days and JOC agrees to complete all Construction within Sixty (60) 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.

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 FOR THE JOC:

MAYOR DATE:

By: _____ 3/13/08
Title: Project Manager

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

City Attorney
By: _____
ATTEST:

City Clerk

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

**AGREEMENT NO: PR0808-401
PROJECT NAME (or LOCATION): Tumbleweed Park Outdoor Storage Area
DEPT.: Community Services**

This AGREEMENT is made this _____ day of _____ 2007, 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 Tumbleweed Park Outdoor Storage Area, Project Number PR0808-401. The scope of work consists of installing outdoor storage at Tumbleweed Tennis Center, 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 Sixty Thousand Three Hundred Eleven Dollars (\$60,311) 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 Sixty days and JOC agrees to complete all Construction within Sixty (60) 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.

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

FOR THE JOC:

MAYOR DATE:

By: _____
Title: _____

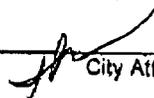
ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

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

APPROVED AS TO FORM:

Phone: 002-888-5615
Fax: 067-6841

By: _____
ATTEST:

 City Attorney

City Clerk

**EXHIBIT A
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required to install 20' x 20' Tuff Shed on east end of Tennis Center, including stucco finish, paint, and metal roofing to match existing building. JOC shall grade to maintain water flow into existing channel, and electrical will be run from panel located on west end of building, trenched through existing landscaped areas.

**EXHIBIT B
FEE SCHEDULE**

CSI	Description			Cost
01	Division 1 - General Requirements			\$ 7,900.00
02	Division 2 - Site Construction			\$ 5,340.00
03	Division 3 - Concrete			\$ 3,000.00
04	Division 4 - Masonry			\$ -
05	Division 5 - Steel			\$ -
06	Division 6 - Wood & Plastics			\$ 2,826.00
07	Division 7 - Therm & Moist Protection			\$ 10,666.00
08	Division 8 - Doors & Windows			\$ -
09	Division 9 - Finishes			\$ 750.00
10	Division 10 - Specialties			\$ -
11	Division 11 - Equipment			\$ -
12	Division 12 - Furnishings			\$ -
13	Division 13 - Special Construction			\$ 13,384.00
14	Division 14 - Conveying Systems			\$ -
15	Division 15 - Mechanical			\$ 1,038.00
16	Division 16 - Electrical			\$ 4,960.00
		Sub Total		\$ 49,844.00
		Coefficient	21.0%	\$ 10,467.00
		Total		\$ 60,311.00

DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
40.0	010010	Project Manager	EA	\$ 70.00	\$ 2,800.00
80.0	010019	Superintendent	EA	\$ 55.00	\$ 4,400.00
2.0	015270	Portable Toilet	EA	\$ 150.00	\$ 300.00
1.0	015280	Dumpster	EA	\$ 400.00	\$ 400.00
		Total - Division 1 - General Requirements			\$ 7,900.00
Division 2 - Site Construction					
1.0	022100	Private detection for utilities	LS	\$ 300.00	\$ 300.00
1.0	023100	Grading work	LS	\$ 2,540.00	\$ 2,540.00
1.0	029000	Landscaping and granite repair allowance	AL	\$ 2,500.00	\$ 2,500.00
		Total - Division 2 - Site Construction			\$ 5,340.00
Division 3 - Concrete					
1.0	030001	Concrete pad for shed and colored sidewalk extension	LS	\$ 3,000.00	\$ 3,000.00
		Total - Division 3 - Concrete			\$ 3,000.00
Division 6 - Wood & Plastics					
1.0	061600	Plywood substrate for standing seam roofing	LS	\$ 1,176.00	\$ 1,176.00
1.0	064000	Interior shelving allowance	AL	\$ 1,650.00	\$ 1,650.00
		Total - Division 6 - Wood & Plastics			\$ 2,826.00
Division 7 - Therm & Moist Protection					
1.0	072100	Interior insulation, OSB siding, and sealant	LS	\$ 3,880.00	\$ 3,880.00
1.0	074100	Standing seam roofing to match existing building	LS	\$ 6,776.00	\$ 6,776.00
		Total - Division 7 - Therm & Moist Protection			\$ 10,666.00
Division 9 - Finishes					
1.0	099000	Paint exterior of Tuff Shed	LS	\$ 750.00	\$ 750.00

	Total - Division 9 - Finishes				\$ 750.00
	Division 13 - Special Construction				
1.0	131200	Tuff Shed	LS	\$ 13,384.00	\$ 13,384.00
	Total - Division 13 - Special Construction				\$ 13,384.00
	Division 15 - Mechanical				
1.0	155000	Install window a/c unit with condensate drain	LS	\$ 1,038.00	\$ 1,038.00
	Total - Division 15 - Mechanical				\$ 1,038.00
	Division 16 - Electrical				
1.0	160001	Electrical work	LS	\$ 4,950.00	\$ 4,950.00
	Total - Division 16 - Electrical				\$ 4,950.00



Chandler • Arizona
Where Values Make The Difference

#24
MAR 13 2008

MEMORANDUM

Council Memo - Memo No. CS 08 - 205

DATE: MARCH 13, 2008

TO: MAYOR AND CITY COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
RICH DLUGAS, ASSISTANT CITY MANAGER
MARK M. EYNATTEN, COMMUNITY SERVICES DIRECTOR *ME*
DAVID E. MCDOWELL, ASSISTANT COMMUNITY SERVICES DIRECTOR *DEM*
SHEINA HUGHES, ACTING ASSISTANT PUBLIC WORKS
DIRECTOR/CITY ENGINEER *SH*

FROM: MICKEY OHLAND, PARK DEVELOPMENT & OPERATIONS MANAGER *M.O.*

SUBJECT: Award a Job Order Contract Project Agreement to SDB, Inc. for the Tumbleweed Park Tennis Center Storage, Project No. PR0808-401, in an amount not to exceed \$60,311.00.

RECOMMENDATION: Staff recommends that Council award a Job Order Contract Project Agreement to SDB, Inc. for the Tumbleweed Park Tennis Center Storage, Project No. PR0808-401, in an amount not to exceed \$60,311.00.

BACKGROUND: At the January 31, 2008 City Council meeting, the Community Services Department presented and requested approval of a Job Order Contract Project Agreement (PR0808-401) to SDB, Inc. in an amount not to exceed \$113,668.00 for the design and construction of a storage building at the Tumbleweed Tennis Center.

Council requested staff look at other options as a means to reduce cost and continued the item to March 13, 2008. At the present time, the existing facility has very limited storage space. This project will construct a 400 square foot temperature controlled storage building that can be utilized for the storing of items used at the facility such as tennis ball carts (8), ball hoppers/tubes (10), chairs (12), tables (4), ball machine, portable mini tennis nets, hula hoops (6), tennis balls (1-6 cases), refrigerators (2).

As requested by the City Council, staff explored additional options for meeting the storage needs of the Tumbleweed Park Tennis Center and have developed a cost estimate for each option. The following is a summary of the alternative options available:

Option A – This option is for the construction of a 20' x 20' Tuff Shed with the exterior surfaced and painted to resemble the existing building. The construction estimate for this option is \$60,311.00.

Option B – This option is an update of the original project proposed at the January 31, 2008 City Council meeting. This option converts the existing outdoor storage area adjacent to court 11 into an enclosed and secure space. The construction estimate for this option has been updated to reflect a cost of \$101,853.00.

Option C - This option expands the east side of the existing Tennis Center building by 400 square feet to create a contained storage area matching the existing building exterior. The estimate for this option is \$100,669.00.

Option D – This option utilizes a 26' x 22' pre-cast enclosed concrete structure. This option is estimated at a construction cost of \$165,151.00.

It should be noted that even though the functionality of each of these options is similar and acceptable, the exterior aesthetics and finish will vary from the existing building.

After reviewing all of the aforementioned options, staff is comfortable with and recommends that the project proceed using option A in the amount of \$60,311.00. Although the exterior of this option will not present the aesthetic match as the originally proposed option, staff feels that the aesthetics of the final product will be acceptable.

PROPOSED MOTION: Move that Council Award a Job Order Contract Project Agreement to SDB, Inc. for the Tumbleweed Park Tennis Center Storage, Project No. PR0808-401, in an amount not to exceed \$60,311.00, and authorize the Mayor to sign the contract documents.