



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-104**

1. Agenda Item Number:
46
2. Council Meeting Date:
October 30, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: October 6, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Award a project agreement to SDB, Inc. for construction services for Aquatic Facility Renovations, Project No. CS0801-402, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$139,435.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to SDB, Inc. for construction services for Aquatic Facility Renovations, Project No. CS0801-402, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$139,435.

7. BACKGROUND/DISCUSSION: The improvements recommended for the Hamilton and West Chandler Aquatic Centers are required in order to bring these facilities into compliance with the Maricopa County Health Department Swimming Pool Rules and Regulations. Violations were noted on the inspection reports for these facilities regarding damage to the decks and noted repairs are required as soon as possible. Other improvements at Hamilton include tile replacement and service gates repairs. At the Desert Oasis Aquatic Center, the original air conditioning units installed in 1992 are no longer efficient and will be replaced, as well as deteriorated door frames.

8. EVALUATION: On January 31, 2008 Council approved the extension of a Job Order Contract, Number JOC 07-04, to SDB, Inc., for general contracting construction services to City facilities in an amount not to exceed 5,000,000. The costs proposed for this project have been reviewed by City Staff and compared to historical prices for similar installation work.

9. FINANCIAL IMPLICATIONS:

Cost: \$139,435
Savings: N/A
Long Term Costs: N/A
Fund Source:

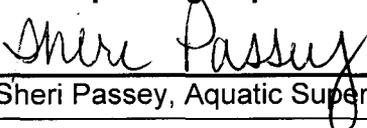
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
420.4580.0000.6611.9PR047	General Obligation Bonds	Aquatic Facility Renovations	08/09	\$139,435

10. PROPOSED MOTION: Move that Council award a project agreement to SDB, Inc. for construction services for Aquatic Facility Renovations, Project No. CS0801-402, pursuant to Job Order Contract No. JOC 07-04, in an amount not to exceed \$139,435, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department


Sheri Passey, Aquatic Superintendent

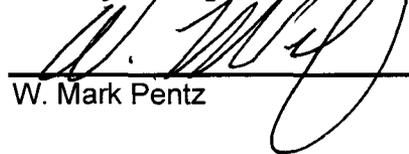
13. Department Head


Mark M. Eynatten, Community Services Director

12. City Engineer

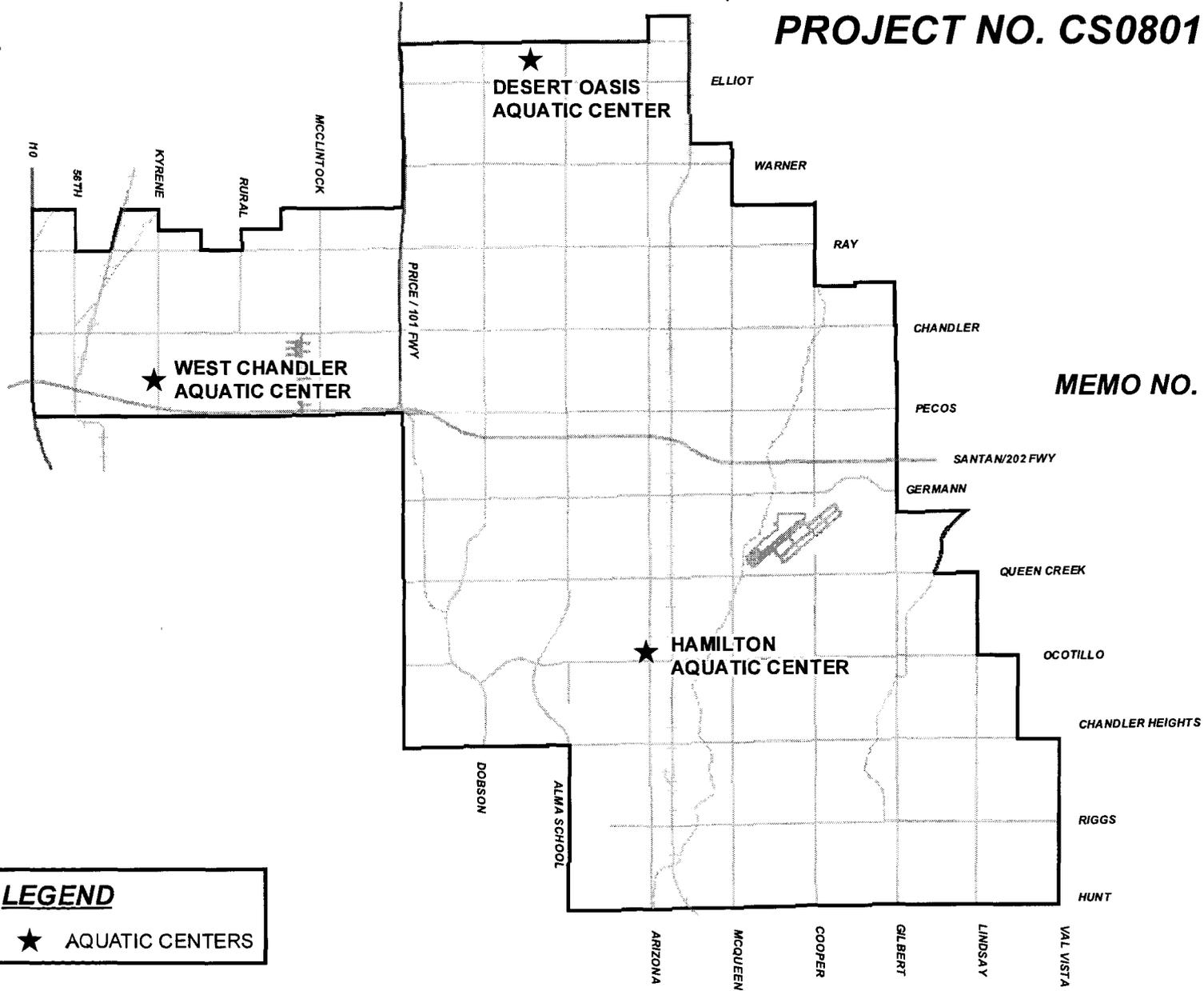

Sheina Hughes, Assistant Public Works
Director/City Engineer

14. City Manager


W. Mark Pentz



AQUATICS FACILITY RENOVATIONS PROJECT NO. CS0801-402



MEMO NO. CA09-104

LEGEND

★ AQUATIC CENTERS



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

AGREEMENT NO: CS0801-402
PROJECT NAME (or LOCATION): Aquatic Facility Renovations
DEPT.: Community Services

This AGREEMENT is made this _____ day of _____ 2008, 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 Aquatic Facility Renovations, Project Number CS0801-402. The scope of work consists of removing and replacing air conditioning units, doors, and frames at Desert Oasis Aquatic 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 One Hundred Thirty Nine Thousand Four Hundred Thirty Five Dollars (\$139,435) 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 Forty-five days and JOC agrees to complete all Construction within Forty-five (45) 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. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, 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 _____ 2008.
CITY OF CHANDLER

FOR THE JOC:

MAYOR DATE:

By: _____ 10/14/08
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

**EXHIBIT A
SCOPE OF WORK**

JOC shall remove and replace three (3) air conditioning units and three (3) set of doors and frames at Desert Oasis Aquatic Center. JOC shall repair two (2) gates at Hamilton Pool. JOC shall repair pool tile edges where broken and tiling at the vortex area at Hamilton Pool. JOC shall perform deck repairs at Hamilton pool and West Chandler Pool where cracked.

**EXHIBIT B
FEE SCHEDULE**

01	Division 1 - General Requirements				\$ 13,800.00
02	Division 2 - Existing Conditions				\$ 750.00
03	Division 3 - Concrete				\$ 60,600.00
08	Division 8 - Doors & Windows				\$ 5,054.00
09	Division 9 - Finishes				\$ 26,476.00
23	Division 23 - HVAC				\$ 9,450.00
26	Division 26 - Electrical				\$ 1,500.00
32	Division 32 - Exterior Improvements				\$ 1,545.00
				Sub Total	\$ 119,175.00
			Coefficient	17.0%	\$ 20,260.00
			Total		\$ 139,435.00
DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
60.0	01-3105	Project Manager	EA	\$ 70.00	\$ 4,200.00
160.0	01-3120	Superintendent	EA	\$ 55.00	\$ 8,800.00
2.0	01-7415	Dumpster	EA	\$ 400.00	\$ 800.00
		Total - Division 1 - General Requirements			\$ 13,800.00
Division 2 - Existing Conditions					
1.0	02-4105	DOAC saw cut and remove door frames	LS	\$ 750.00	\$ 750.00
		Total - Division 2 - Existing Conditions			\$ 750.00
Division 3 - Concrete					
6000.0	03-0105	Hamilton deck repairs	SF	\$ 4.60	\$ 27,600.00
600.0	03-0105	Hamilton crack repairs	LF	\$ 4.50	\$ 2,700.00
6000.0	03-0105	West Chandler deck repairs	SF	\$ 4.60	\$ 27,600.00
600.0	03-0105	West Chandler crack repairs	LF	\$ 4.50	\$ 2,700.00
		Total - Division 3 - Concrete			\$ 60,600.00
Division 8 - Doors & Windows					
1.0	08-1110	DOAC door and frame replacements	LS	\$ 5,054.00	\$ 5,054.00
		Total - Division 8 - Doors & Windows			\$ 5,054.00
Division 9 - Finishes					
1.0	09-3013	Hamilton ceramic tile edge replacments	LS	\$ 7,790.00	\$ 7,790.00
1.0	09-3013	Hamilton remove ceramic tile at vortex	LS	\$ 2,490.00	\$ 2,490.00
1.0	09-3013	Hamilton install plaster at vortex	LS	\$ 3,960.00	\$ 3,960.00
1.0	09-3013	Hamilton install ceramic tile at vortex	LS	\$ 8,080.00	\$ 8,080.00
1.0	09-3013	Hamilton pool protection	LS	\$ 3,380.00	\$ 3,380.00
1.0	09-9110	DOAC paint doors and frames	LS	\$ 776.00	\$ 776.00
		Total - Division 9 - Finishes			\$ 26,476.00
Division 23 - HVAC					
1.0	23-0105	DOAC air conditioner replacements	LS	\$ 9,450.00	\$ 9,450.00
		Total - Division 23 - HVAC			\$ 9,450.00
Division 26 - Electrical					
1.0	26-0501	DOAC electrical for air conditioner replacements	LS	\$ 1,500.00	\$ 1,500.00
		Total - Division 26 - Electrical			\$ 1,500.00
Division 32 - Exterior Improvements					
1.0	32-3113	Hamilton gate repairs	LS	\$ 1,545.00	\$ 1,545.00
		Total - Division 32 - Exterior Improvements			\$ 1,545.00

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.

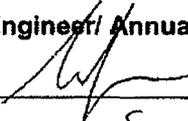
By completing and signing this form, the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number: CS0801-402		
Project Name: Aquatic Facility Renovations		
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 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 Engineer/ Annual Consultant (Employer) or Authorized Designee:



Printed Name: Sean M Jones

Title: Project Manager

Date (month/day/year): 10/14/08