



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-112**

**1. Agenda Item Number:**  
**47**  
**2. Council Meeting Date:**  
October 30, 2008

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

**3. Date Prepared:** October 9, 2008  
**4. Requesting Department:** Community Services

**5. SUBJECT:** Award a project agreement to Nickle Contracting, LLC for construction for Tumbleweed Park Improvements 2008, Project No. PR0904-401, pursuant to Job Order Contract JOC05-05, in an amount not to exceed \$289,859.

**6. RECOMMENDATION:** Staff recommends that Council award a project agreement to Nickle Contracting, LLC for construction for Tumbleweed Park Improvements 2008, Project No. PR0904-401, pursuant to Job Order Contract JOC05-05, in an amount not to exceed \$289,859.

**7. BACKGROUND/DISCUSSION:** Tumbleweed Park is a regional park intended to serve the entire City with comprehensive recreational facility needs. To date, approximately 110 of the 205 acres at the Tumbleweed Park site have been developed, which includes a 15-court lighted tennis complex, Tumbleweed Recreation Center, Playtopia playground, park roads, parking, sidewalks, restrooms, ramadas, site furnishings, lighting and landscaping.

This project includes installation of four drywells, earthwork and concrete work adjacent to Pioneer Parkway, basin and drainage improvements, installation of ADA access ramps, replacement of median light, installation of decomposed granite and wood mulch, installation of conduit for SRP electrical conversion and irrigation work. These improvements are in response to citizen comments and concerns as well as other specific park needs. The planned improvements will be completed within 90 days from the receipt of the notice to proceed and will not create any additional O & M expenses.

**8. EVALUATION:** On April 24, 2008 Council approved a one-year extension to Job Order Contract, Number JOC 05-05, awarded by Council on March 23, 2006 to Nickle Contracting, LLC for park development services construction to City facilities. The costs proposed for this project have been reviewed by City Staff and compared to historical prices for similar City projects.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$289,859  
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>
420.4580.0000.6611.8PR044	General Obligation Bonds	Tumbleweed Park	FY 07/08	\$289,859

**10. PROPOSED MOTION:** Move that Council award a project agreement to Nickle Contracting, LLC for construction for Tumbleweed Park Improvements 2008, Project No. PR0904-401, pursuant to Job Order Contract JOC05-05, in an amount not to exceed \$289,859, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Project Agreement

**APPROVALS**

**11. Requesting Department**

  
Mickey Ohland, Park Development and Operations Manager

**13. Department Head**

  
Mark M. Eynatten, Community Services Director

**12. City Engineer**

  
Sheina Hughes, Acting Assistant Public Works Director/City Engineer

**14. City Manager**

  
W. Mark Pentz



**PROJECT AGREEMENT  
PURSUANT TO JOB ORDER CONTRACT NO. JOC 05-05**

**AGREEMENT NO: PR0904-401**

**PROJECT NAME (or LOCATION): Tumbleweed Park Improvements 2008**

**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 Nickle Contracting, LLC, a limited liability company doing business in the state of Arizona, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC 05-05.

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 Improvements 2008, Project Number PR0904-401. The scope of work consists of improvements at Tumbleweed Park, 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 Two Hundred Eighty Nine Thousand Eight Hundred Fifty Nine Dollars (\$289,859) determined and payable as set forth in Contract JOC 05-05 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3. CONTRACT TIME & SCHEDULE**

The Contract Time is Ninety days and JOC agrees to complete all Construction within Ninety (90) 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 05-05 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: Judy Nickle  
Title: Member

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

ADDRESS FOR NOTICE  
Ms. Judy Nickle  
Nickle Contracting, LLC  
~~23319 S. 167<sup>th</sup> Way~~ 6269 S 157<sup>th</sup> Way  
Chandler, AZ 85249 Gilbert, AZ 85244

APPROVED AS TO FORM:

Phone: 497-8857  
Fax: 545-0554

By: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
City Attorney [Signature]

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

**EXHIBIT A  
SCOPE OF WORK**

JOC shall provide all labor and materials to construct park improvements that include the following:

- Install 4 drywells in locations designated.
- Perform earthwork and concrete work in and adjacent to parking areas along the east portion of Pioneer Parkway.
- Northeast parking area east of Recreation Center parking - basin improvements to allow parking to drain in significant storms.
- East parking area west of Tennis Center - Improvements for handicap access and drainage improvements including new scupper.
- Irrigation repairs and improvements in areas affected by above items.
- Electrical improvements on Pioneer Pkwy to convert one median light to two lights (back of curb) to allow for median design at Anvil Dr.
- Surface improvements utilizing decomposed granite and wood mulch in areas as required to promote dust-free environment.
- Installation of conduit to allow conversion of SRP overhead power to underground as required for TWMF with deletion of Ryan Road Improvement project.

**EXHIBIT B  
FEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>Demolition and Site Preparation</b>					
1	Mobilization: Survey, Including Protective and Temporary Facilities Section 01500	LS	1	\$8,500.00	\$8,500.00
2	Earthwork Complete (Includes all clearing and grubbing, removal of deleterious materials, excavation, placement, & compaction) Section 02300	LS	1	\$20,000.00	\$20,000.00
<b>Pavement, Curbs, Gutters, Walks</b>					
3	Concrete Sidewalk / Pavement	SF	3,120	\$3.50	\$10,920.00
4	Roll Curb Type 'C' per MAG Std Dtl 220 - Including Removal of Existing Vertical Curb	LF	24	\$25.00	\$600.00
5	Concrete Sidewalk Scupper per MAG Std - Including Removal of Existing Vertical Curb	EA	1	\$350.00	\$350.00
<b>Site Amenities</b>					
6	Drywells	EA	4	\$17,500.00	\$70,000.00
<b>Landscape</b>					
7	Wood Fibar Mulch	SF	10,265	\$0.40	\$4,106.00
8	1/4" Minus Stabilized Decomposed Granite	SF	25,729	\$1.25	\$32,161.00
<b>Irrigation</b>					
9	IRRIGATION SYSTEM - Including turf irrigation system repairs for areas affected by improvements.	LS	1	\$15,000.00	\$15,000.00
<b>Electrical Systems</b>					
10	Conduit Installation to convert SRP overhead power to underground	LS	1	\$60,000.00	\$60,000.00
11	Pioneer Parkway electrical improvements- Includes one pole and two single arms and one fixture	LS	1	\$7,500.00	\$7,500.00
<b>Subtotal Amount of Bid Items</b>					<b>229,137.00</b>
<b>Contingency (10%)</b>					<b>22,914.00</b>
<b>Subtotal</b>					<b>252,051.00</b>
<b>Co-Efficient (15%)</b>					<b>37,808.00</b>
<b>Total</b>					<b>289,859.00</b>

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 and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number: PR0904-401		
Project Name: Tumbleweed Park Improvements 2008		
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 on the attached Employee Verification Worksheet 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:**

Judy Wickle

Printed Name: Judy Wickle

Title: Member

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