



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-129**

1. Agenda Item Number:
28
2. Council Meeting Date:
February 12, 2009

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: January 20, 2009
4. Requesting Department: Community Services

5. SUBJECT: Award a project agreement to SDB, Inc. for construction services related to the Aquatic Centers Federal Act Compliance, Project No. PR0908-401, pursuant to Job Order Contract No. 07-04, in an amount not to exceed \$106,814.00.

6. RECOMMENDATION: Staff recommends that Council award a project agreement to SDB, Inc. for construction services related to the Aquatic Centers Federal Act Compliance, Project No. PR0908-401, pursuant to Job Order Contract No. 07-04, in an amount not to exceed \$106,814.00.

7. BACKGROUND/DISCUSSION: On December 18, 2007, Congress approved the Virginia Graeme Baker Pool and Spa Safety Act (VGBA). The purpose of the VGBA Act is to minimize the entrapment hazard created by suction at pool drains. This new law put into effect a full-scale federal pool and spa safety standard issued by the Consumer Product Safety Commission (CPSC) on all public and semi-public pools. This new federal law requires that all pools come into compliance by December 19, 2008 or owners will be required to close their pools or face severe financial penalties. This law mandates drain covers on all suction boxes, including main drains, water feature suctions, filter suctions, and wall suctions to be replaced with the new covers that meet and are stamped with the ASME/ANSI A112.19.8-2007 Standards.

Staff first became aware of this law in April 2008. Staff could not pursue action because detailed information related to this law was not available and the required drain covers were not in production. Larger rectangular and odd size drain covers, which 95% of the City's facilities require, will necessitate a retrofit because covers larger than 18" x 18" will not be manufactured.

In October 2008, sufficient information became available from CPSC that enabled Community Services to hire Shasta Industries to complete an assessment of Chandler's municipal pools. This assessment is complete and this contract will authorize the work necessary to bring all of Chandler Aquatic Centers into compliance with this law.

In order to install the new drain covers, each pool must be drained. In an effort to minimize the impact this work will have on programs and services, the installation of the drain covers will be coordinated with the school districts and other various user groups.

Staff is recommending the use of a Job Order Contract in order to comply with the VGBA as it represents the most expeditious option to complete the necessary work prior to the start of the aquatic season.

8. EVALUATION: Under separate instrument being brought forth by Public Works, Council is being asked to approve the extension of a Job Order Contract, Number 07-04, to SDB, Inc., for general contracting construction services to City facilities in an amount not to exceed \$3,000,000. The work associated with Project No. PR0908-401 in the amount of \$106,814.00 would be included in the extension of Job Order Contract, Number 07-04.

9. FINANCIAL IMPLICATIONS:

Cost: \$106,814.00
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	G. O. Bonds	Aquatic Facility Renovations	08/09	\$106,814.00

10. PROPOSED MOTION: Move that Council award a project agreement to SDB, Inc. for construction services for Aquatic Centers Federal Act Compliance, Project No. PR0908-401, per Job Order Contract 07-04, in an amount not to exceed \$106,814.00, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map

APPROVALS

11. Requesting Department

 FOR S.P.

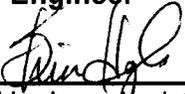
Sheri Passey, Aquatic Superintendent

13. Department Head



Mark M. Eynatten, Community Services Director

12. City Engineer



Sheina Hughes, Assistant Public Works
Director/City Engineer

14. City Manager

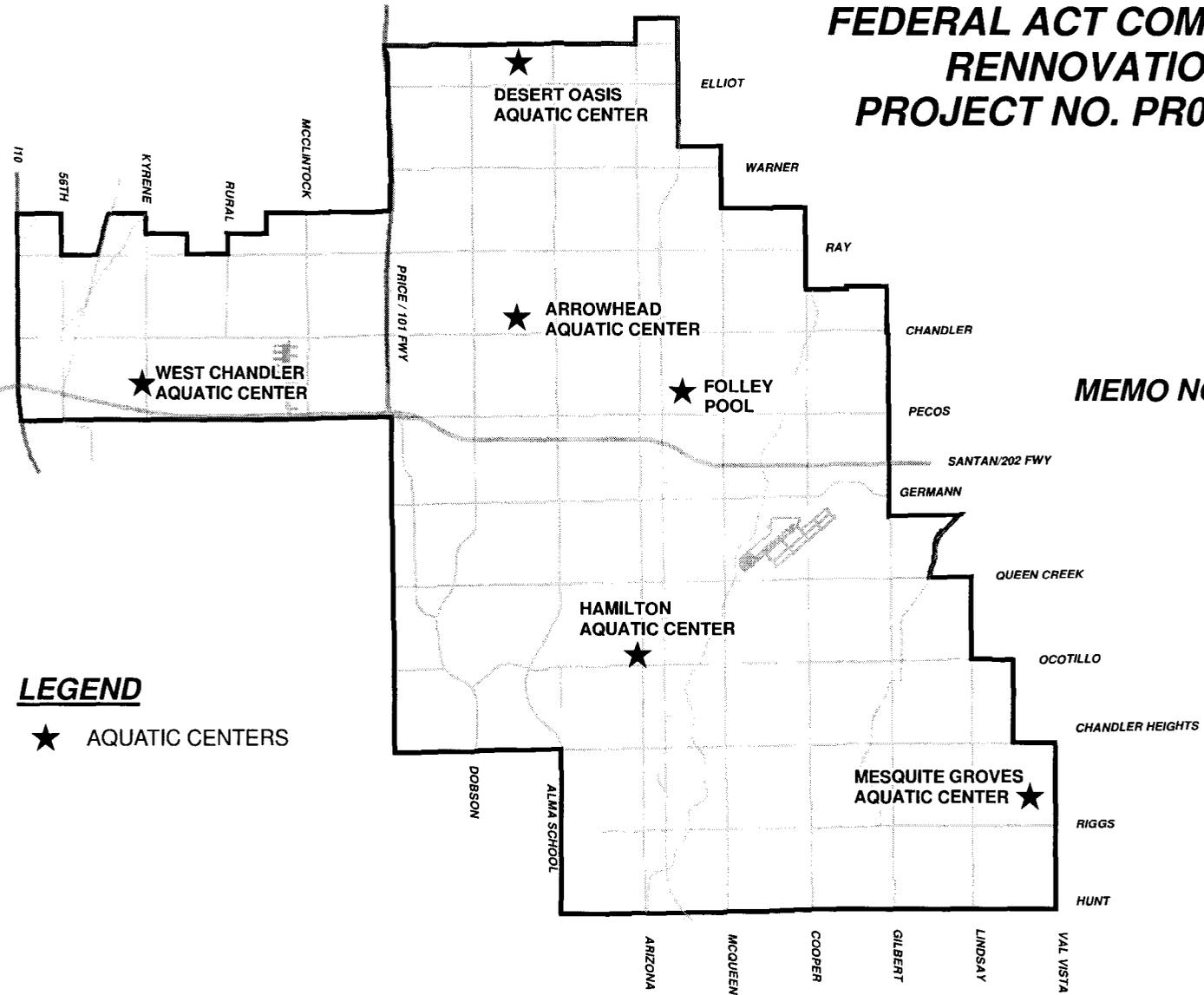


W. Mark Pentz



AQUATICS CENTERS FEDERAL ACT COMPLIANCE RENNOVATIONS PROJECT NO. PR0908-401

MEMO NO. CA09-129



LEGEND

★ AQUATIC CENTERS



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

AGREEMENT NO: PR0908-401

PROJECT NAME (or LOCATION): Modifications at Aquatic Centers for Federal Act Compliance

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 Centers Federal Act Compliance, Project Number PR0908-401. The scope of work consists of drain modifications at aquatic facilities for compliance with the Virginia Graeme Baker Act, 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 Six Thousand Eight Hundred Fourteen Dollars (\$106,814) 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.

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

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

City Clerk

FOR THE JOC:
By: _____ 11/21/08
Title: Project Manager

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

Phone: 602-686-5615
Fax: 607-5841

**EXHIBIT A
SCOPE OF WORK**

JOC shall perform drain modifications at aquatic facilities for compliance with the Virginia Graeme Baker Act. JOC shall perform modifications as described at the following facilities:

Arrowhead Pool

- One (1) - 18" x 18" grate shall be furnished and installed at the competition pool filter drain
- Three (3) - 18" x 18" grates shall be furnished and installed at the leisure pool filter drains
- One (1) - 18" x 18" grate shall be furnished and installed at the leisure pool slide drain

Mesquite Groves Aquatic Center

- Two (2) - 18" x 18" grates shall be furnished and installed at the competition pool filter drains
- Six (6) - 12" x 12" grates shall be furnished and installed at the leisure pool filter drains
- Ten (10) - 12" x 12" grates shall be furnished and installed at the leisure pool feature drains
- Four (4) - 12" x 12" grates shall be furnished and installed at the second leisure pool feature drains
- Sixteen (16) - 12" x 12" grates shall be furnished and installed at the leisure pool river drains

Hamilton Pool

- Three (3) - 12" x 12" grates shall be furnished and installed at the competition pool filter drains
- Three (3) - 12" x 12" grates shall be furnished and installed at second the competition pool filter drains
- Ten (10) - 12" x 12" grates shall be furnished and installed at the river drains
- Three (3) - 12" x 12" grates shall be furnished and installed at the SCS drains
- Six (6) - 12" x 12" grates shall be furnished and installed at the slide drains
- Four (4) - 12" x 12" grates shall be furnished and installed at the vortex drains

Folley Pool

- One (1) - 18" x 18" grates shall be furnished and installed at the competition pool filter drain
- One (1) - existing 2" x 7" round grate and drain shall be replaced with new drain box and 12" x 12" frame and grate at the leisure pool filter drain
- One (1) - existing 2" x 7" round grate and drain shall be replaced with new drain box and 12" x 12" frame and grate at the leisure pool slide drain

West Chandler Aquatic Center

- One (1) - 12" x 12" grate shall be furnished and installed at the competition pool filter drain
- One (1) - 18" x 18" grate shall be furnished and installed at the leisure pool filter drain
- Four (4) - 12" x 12" grates shall be furnished and installed at the leisure pool SCS drains
- One (1) - 18" x 18" grate shall be furnished and installed at the leisure pool slide drain
- One (1) - 18" x 18" grate shall be furnished and installed at the dive pool filter drain

Desert Oasis Aquatic Center

- One (1) - 18" x 18" grate shall be furnished and installed at the competition pool filter drain
- One (1) - 18" x 18" grate shall be furnished and installed at the competition pool slide drain
- One (1) - 12" x 12" grate shall be furnished and installed at the leisure pool filter drain
- One (1) 12" x 12" grate shall be furnished and installed at the leisure pool slide drain

Pool structure, electrical, plumbing, deck work, lighting or tile work repair not relating to damage done during drain repairs is excluded.

Hazardous material removal is excluded.

JOC shall coordinate with the City for pool draindown. City shall provide fill water and startup chemicals upon completion of drain work.

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.

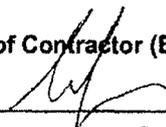
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number: PR0908-401		
Project Name:		
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 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: Sean M Jones

Title: Project Manager

Date (month/day/year): 4/21/08