



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA10-068**

**1. Agenda Item Number:**  
**17**  
**2. Council Meeting Date:**  
October 22, 2009

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

**3. Date Prepared:** October 6, 2009  
**4. Requesting Department:** Downtown  
Redevelopment

**5. SUBJECT:** Award a project agreement to Jokake Construction for construction services for Oregon Street Arcade, Project No. DT0905-401, pursuant to Job Order Contract No. JOC 07-08, in an amount not to exceed \$242,332.

**6. RECOMMENDATION:** Staff recommends that Council award a project agreement to Jokake Construction for construction services for Oregon Street Arcade, Project No. DT0905-401, pursuant to Job Order Contract No. JOC 07-08, in an amount not to exceed \$242,332.

**7. BACKGROUND/DISCUSSION:** PSCI Investments, LLC, is constructing commercial and retail improvements at 95, and 91 West Boston Street. As part of the process for receiving approval of the building improvements from the City, the developer requested assistance with improvements to the streetscape frontage along Oregon Street that would be beyond normal development requirements. A City Participation Agreement has been prepared and is being brought forward under a separate instrument that would provide for this reimbursement. Under the proposed agreement, the developer will reimburse the City for 30% of the cost of constructing improvements in Oregon Street right-of-way, which includes sidewalk, colonnade, landscaping, and utility services.

Construction is scheduled to take approximately 8 weeks to complete.

**8. EVALUATION:** On February 12, 2009 Council approved the extension of a Job Order Contract, Number JOC 07-08, to Jokake Construction, for general contracting construction services to City facilities in an amount not to exceed \$1,000,000. 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: \$242,332 (with a 30% reimbursement from the developer)  
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>
101.1290.0000.6111.8DT001	Downtown Capital Fund		Non CIP	\$242,332

**10. PROPOSED MOTION:** Move that Council award a project agreement to Jokake Construction for construction services for Oregon Street Arcade, Project No. DT0905-401, pursuant to Job Order Contract No. JOC 07-08, in an amount not to exceed \$242,332, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Project Agreement

**APPROVALS**

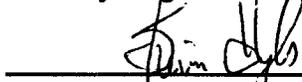
**11. Requesting Department**

  
Teri Killgore, Downtown Redevelopment Manager

**13. Department Head**

  
Rich Dlugas, Assistant City Manager

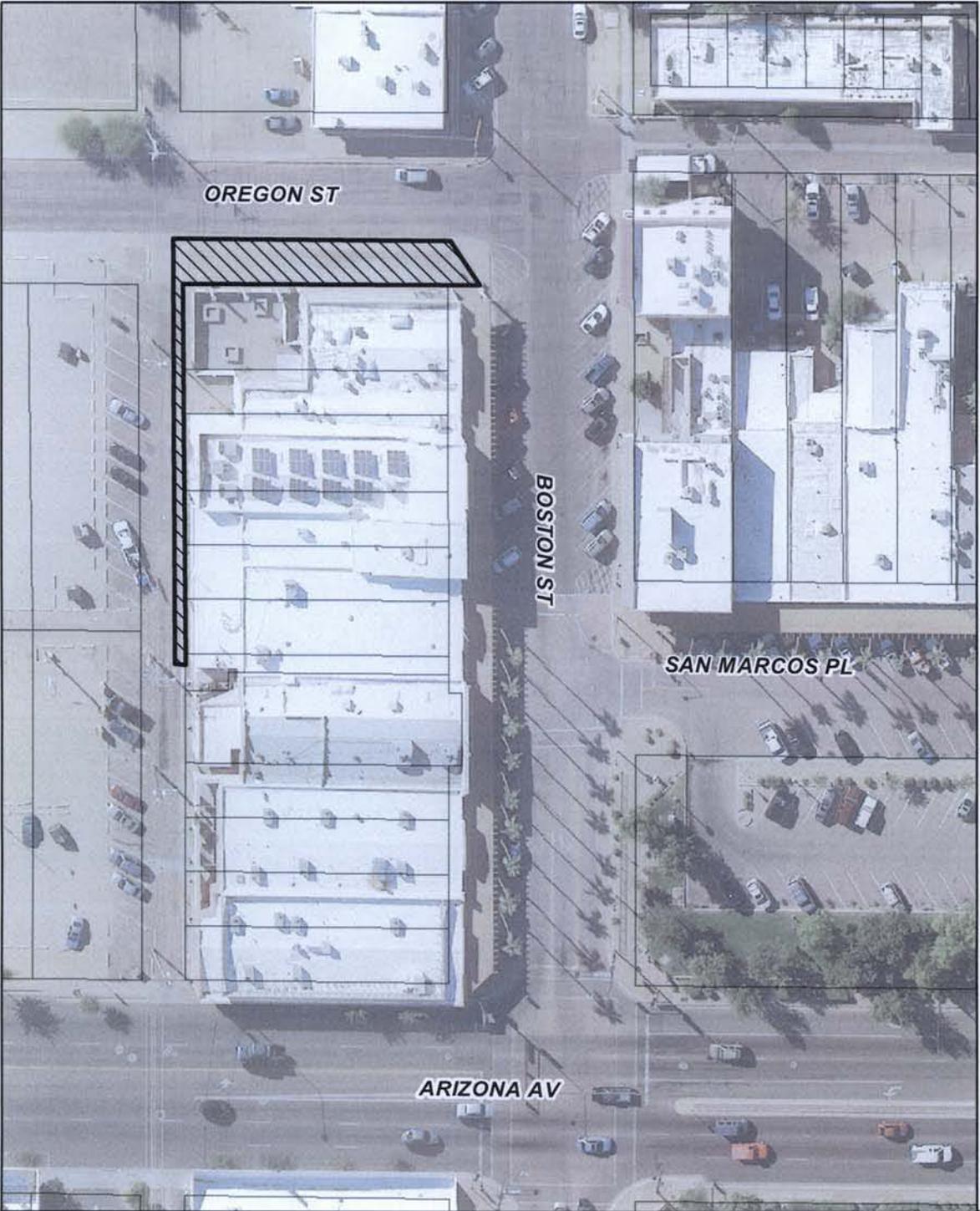
**12. City Engineer**

  
Sheina Hughes, Assistant Public Works  
Director/City Engineer

**14. City Manager**

  
W. Mark Pentz

# OREGON ST ARCADE PROJECT NO. DT0905-401



**MEMO NO. CA10-068**

 PROJECT SITE

**PROJECT AGREEMENT  
PURSUANT TO JOB ORDER CONTRACT NO. JOC 07-08**

**AGREEMENT NO: DT0905-401**  
**PROJECT NAME (or LOCATION): Oregon Street Arcade**  
**DEPT.: Public Works**

This AGREEMENT is made this 6<sup>th</sup> day of October 2009, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Jokake Construction Services, Inc., an Arizona corporation (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-08.

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 **Oregon Street Arcade**, Project Number **DT0905-401**. The scope of work consists of JOC shall construct improvements in Oregon Street right-of-way South of Boston Street, which includes sidewalk, colonnade, landscaping, and utility services, 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 Two Hundred Forty Two Thousand Three Hundred Thirty Two Dollars (\$242,332) determined and payable as set forth in Contract JOC 07-08 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3. CONTRACT TIME & SCHEDULE**

The Contract Time is Seventy Five days and JOC agrees to complete all Construction within Seventy Five (75) 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 07-08 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. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, 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 6<sup>th</sup> day of October 2009.  
CITY OF CHANDLER

FOR THE JOC:

\_\_\_\_\_  
MAYOR DATE:

By: [Signature]  
Title: President

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

ADDRESS FOR NOTICE  
Ms. Roz Lipsey  
Jokake Construction  
5013 E. Washington St., Ste. 100  
Phoenix, AZ 85034

APPROVED AS TO FORM:

Phone: 602-224-4500  
Fax: 602-224-1396

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

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

**EXHIBIT A  
SCOPE OF WORK**

JOC shall provide the following services:

<b>SITE WORK</b>
<b>Concrete Testing</b>
Provide concrete cylinder testing for Foundations of columns.
Provide results of concrete testing in project closeout manual.
<b>Demo:</b>
Demo, remove, and haul-off existing sidewalk on Oregon Street. Excludes removing existing curbs.
Demo, remove, and haul-off existing asphalt between existing sidewalk and building on Oregon Street.
Demo, remove, and haul-off existing sidewalk at electrical panel. Concrete to be removed to existing control joints.
Demo, remove, and haul-off existing sidewalk at 6" beyond location of new tree grate on North end. Sidewalk must be removed to allow for install of tree grate frame.
All demo is to existing sub grade. Excludes removal of any existing aggregate base.
<b>Asphalt Paving &amp; Striping:</b>
Furnish and patch asphalt as required for trenching on electrical and irrigation work in alley only.
Furnish and stripe asphalt as required to restore original striping caused by trenching for electrical and irrigation work in alley.
Excludes repair on any asphalt or striping that has been damaged prior to project start and/or outside project area.
<b>Signage Relocate:</b>
Remove and relocate one (1) existing street sign as shown on Sheet IP-1.
Pricing assumes sign is in good condition and does not require any repair. Excludes repair of existing sign.
<b>Landscaping:</b>
Water service tap on existing water line to be performed by City approved contractor through the City of Chandler. Pricing includes fee for City-performed water service tap and City-owned water meter.
Pricing assumes City is responsible for saw cut and remove asphalt, trenching, install of line from water service tap to water meter, backfill, and asphalt repair.
Remove existing pavers inside existing wall for irrigation line trench.
Provide trenching as required to install irrigation lines.
Furnish and install backflow preventer device with enclosure.
Furnish and install 1" main line.
Furnish and install 3/4" lateral line.
Furnish and install Senniger PMR-MF Pressure Regulator w/ AG. Products "Y" Strainer.
Furnish and install Febco 825-YA-1" RP Assy. with cage painted to match building.
Furnish and install Irritrol MC Plus 4 Station Controller.
Furnish and install Bowsmith ML-210 Emitter at trees.
Furnish and install AG. Products self flushing end cap and end of irrigation lines.
Furnish and install Hardie 700-1" Control Valve.
Furnish and install plant pit per L-1.
Furnish tree grate frames for concrete contractor to install.
Furnish and install tree grates to match existing.
Furnish and install irrigation to Pots as hand sketched on L-2.
Furnish and install drain line from pots to nearest tree plant pit (not on plans).
Furnish and install 4" sleeve as required for pots.
Furnish and install pots to match existing.
Furnish and install four (4) 1 gallon Lantana Montevicensis 'Gold Mound' - 1 Gallon in pots.
Furnish and install four (4) Quercus Viginiana Heritage Live Oak - 36" Box per Sheet L-1.
All landscaping to be installed per specifications on Sheet L-3
<b>CONCRETE</b>
<b>Concrete:</b>
Columns and wall already exist on East side of sidewalk. All work regarding this area is excluded.
Pricing assumes existing concrete work was performed per plans and does not require any rework.
Furnish and install eight (8) isolated footings on West side of new sidewalk.
Furnish and install eight (8) concrete column footings to match elevation of existing on Boston Street.
Include all reinforcing steel as required per structural drawings.
Furnish and install eight (8) precast concrete columns. Includes all embeds and connections as required for install.
Provide all equipment at required to set precast columns in place.
Provide 2nd mobilization for install of new concrete sidewalk.
Furnish and install new sidewalk per Sheet A1.11
Furnish and install new concrete sidewalk in place of existing on Oregon Street.

Excludes any work on existing curb and gutter. Curb and gutter assumed to be in good condition.
Install tree gate frames as provided by landscape contractor.
Furnish and install new concrete sidewalk below electrical panel used for lighting.
Furnish and install concrete 1/2" compressive filler where concrete base of columns meet new sidewalk.
Provide doweling at 48" O.C. where new concrete meets existing concrete including at existing curb.
Provide saw cut control joints.
Furnish and install light pole bases per manufacturer spec.
Provide protection of existing finishes from concrete splashes, drips, etc.
<b>MASONRY</b>
Exclude All
<b>METALS</b>
<b>Structural Steel:</b>
Steel work above columns on East side of sidewalk already exist. Excludes this steel work.
Pricing assumes existing steel work was performed per plans and does not require any rework.
Furnish and install embeds on side of existing building brick wall. Existing building brick wall is worn and in poor condition. Not responsible for damaged caused to existing building brick wall during installation of steel embeds for canopy. Excludes repair of existing building brick wall.
Furnish and install embeds in top of precast concrete columns.
Furnish and install structural steel roof framing per structural drawings.
Furnish and install hanger for wood beam per detail 208 on Sheet S4.1.
Furnish and install perforated steel decking.
All steel to receive one standard shop coat of primer.
Furnish and install structural steel to complete steel work on East end of sidewalk on top of existing concrete columns.
Excludes all ornamental gates shown on plans. One (1) gate is already existing.
<b>WOODS &amp; PLASTICS</b>
<b>Wood Beam:</b>
Furnish and install one (1) 6 x 12 DF #2 Wood Beam
<b>THERMAL &amp; MOISTURE PROTECTION</b>
Exclude All
<b>DOORS &amp; WINDOWS</b>
Exclude All
<b>FINISHES</b>
<b>Stucco:</b>
Furnish and install stucco finish on column bases to match existing.
Includes stucco on three (3) existing concrete column bases facing outside of existing wall. Excludes stucco finish on inside of wall for concrete column bases.
Excludes repair of any existing stucco on column bases.
<b>Paint/Stain:</b>
Furnish and paint wood beam, exposed ceiling, metal deck, concrete columns, stucco on concrete column bases, and steel structure. Includes painting of three (3) existing concrete columns and bases.
Provide one (1) coat prime on surfaces to be painted. Excludes structural steel, which receives standard shop coat of primer.
Provide two (2) coats paint color.
Furnish and stain new sidewalk to match existing.
Prepare all surfaces to receive paint.
Provide protection of existing building, floors, fixtures, hardware, etc. from paint drips and over spray.
Include repaint existing window frame.
Excludes any paint on existing building brick wall.
Excludes any paint on existing gate.
Excludes paint on existing wall.
Excludes block fill on concrete columns.
<b>SPECIALTIES</b>
Exclude All
<b>EQUIPMENT</b>
Exclude All
<b>FURNISHINGS</b>
Exclude All
<b>MECHANICAL</b>
<b>Fire Sprinkler:</b>
Remove and reinstall existing fire sprinkler drain line for install of structural steel to existing wood beam.
Pricing assumes fire sprinkler drain line can remain in same location.

<b>ELECTRICAL</b>
<b>Electrical:</b>
Furnish and install seven (7) custom pendant fixtures to match existing. All 1/2" and 3/4" conduit will be mounted exposed to match existing canopy. The canopy feed will be fed from the underground Christy box.
Furnish and install three (3) light poles to match existing.
Furnish and install two (2) 1" conduit from house panel to new Christy box identified with electrical lid to match existing.
Saw cut two (2) boring holes and provide 180 LF of bored trench at approximately 36" deep during off hours so the street is not closed during normal business hours.
Furnish and install new circuit breakers in existing house panel to feed new lighting circuits.
Furnish and install power for new irrigation controller.
Route lighting circuit through existing photocell or time clock.
Includes all necessary wire, conduit, breakers, terminations, and make-up at panel.
Demo and remove existing light fixture on building brick wall. Provide weather tight cover for existing junction box.
Excludes expedited freight.
Excludes any temporary lighting.
Pricing assumes space is available in existing house panel.
Pricing assumes existing house panel is 240V/120V.
Excludes all "L1" light fixtures.
<b>General:</b>
JOC assumes no responsibility for work that has already been completed and is shown on the plans as new. Work already completed includes, but is not limited to, Columns on East end of sidewalk, wall on East end of sidewalk, ornamental gates, Steel on top of columns on East side of sidewalk, and paint on wall on East side of sidewalk.
All work is to be performed during normal working hours.
All areas affected by construction will be vacated and emptied.
All work will be completed in one phase.
Pricing assumes that parking is available at no cost to JOC or its subcontractors. Excludes parking fees.
Exclude all permits or permit fees.
Exclude exact match to existing materials. All finish materials will match close as possible.
Exclude all Asbestos identification or removal.
Exclude relamping or new ballasts of existing light fixtures.
Excludes any engineering or architectural fees or calculations
Pricing assumes alley can be shut down during off hours for install of electrical work.
Pricing assumes lot to South of jobsite can be used for staging or City of Chandler will provide adequate staging area near by.
Pricing assumes City of Chandler will provide construction administration for all RFI's, submittals, etc. as required to complete the project.

**EXHIBIT B  
FEE SCHEDULE**

Div.	Cat.	Description	Work by Sub	Work by General	Total Cost
<b>1</b>		<b>GENERAL REQUIREMENTS</b>			
01.010		Architectural/Engineering Fees		0	0
01.061		Permit Fees		0	0
01.061		City Water Tap		1,847	1,847
01.110		Project Manager		2,875	2,875
01.120		Project Superintendent		16,500	16,500
01.310		As-Builts		400	400
01.514		Temp Toilet		880	880
01.515		Dumpsters		350	350
01.531		Traffic Plan and Barricades		8,000	8,000
01.532		Temp Fence		1,200	1,200
01.600		Miscellaneous Material & Equip		500	500
01.810		Relocate Existing Pots		1,900	1,900
<b>2</b>		<b>SITE WORK</b>			
02.010		Testing Material & Special Inspections		2,000	2,000
02.060		Demo	3,742		3,742
02.510		Asphalt Paving Cold Patch & Striping		2,500	2,500
02.550		Signage Relocate		650	650
02.900		Landscaping	26,426		26,426
<b>3</b>		<b>CONCRETE</b>			
03.100		Concrete	35,409		35,409
<b>5</b>		<b>METALS</b>			
05.120		Structural Steel	45,864		45,864
<b>6</b>		<b>WOODS &amp; PLASTICS</b>			
06.209		Carpentry (Wood Beam)		1,200	1,200
<b>9</b>		<b>FINISHES</b>			
09.220		Stucco		2,695	2,695
09.900		Painting / Stain		5,200	5,200
<b>15</b>		<b>MECHANICAL</b>			
15.300		Fire Sprinkler		1,500	1,500
<b>16</b>		<b>ELECTRICAL</b>			
16.050		Basic Electrical	30,934.00		30,934
		<b>ALLOWANCES / CONTINGENCY</b>			
19.050		Design/Owners Contingency			20,000
		<b>Sub Total- Direct Cost</b>			<b>212,572</b>
		<b>Coefficient Includes: (Bonds, Builder Risk, Gen. Insurance, Tax, &amp; Fee)</b>			
		0-50K	1.17		
		50-100K	1.16		
		100-200K	1.15		
		200-500K	1.14		242,332
		500-1M	1.13		
		1M+	1.12		
		<b>TOTAL COST</b>			<b>\$242,332</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.

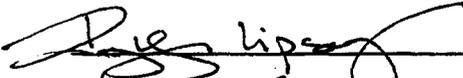
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number: DT0905-401 Oregon Street Arcade		
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: Rozlyn Lipsey  
Title: President  
Date (month/day/year): 10/6/09