

Staff Summary Report



Council Meeting Date: 10/16/08

Agenda Item Number: _____

SUBJECT: Request approval of job order no. 1 for installation and repair of bus shelters with SDB, Inc. and approve a project contingency.

DOCUMENT NAME: 20081016PWDR01 **BUS BENCHES/SHELTERS/BUS BAYS (1107)**
PROJECT NO. 6009011

SUPPORTING DOCS: Yes.

COMMENTS: Total amount for job order no. 1 is \$166,224.00 and the initial project contingency is \$13,300.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: Sufficient funds are available in Transportation Capital Improvement Fund No. 6009011.

RECOMMENDATION: Approve job order no. 1 with SDB, Inc. in the amount of \$166,224.00, through the existing job order Contract No. C2008-136, and approve a project contingency of \$13,300.

ADDITIONAL INFO: The scope of work includes installation and repair of bus shelters at 19 locations. Ten of the bus shelters are along Rio Salado Parkway and McAllister Avenue along ASU routes. These shelters will be furnished by ASU and installed under this contract. The nine other shelters are located throughout the City. Work will include the anchoring of shelters on existing concrete pads and repair of shelter uprights and roofs.

The project contingency has been established at \$13,300, which is approximately eight percent of the job order amount, to cover possible unforeseen conditions during shelter installation.

Staff has reviewed the proposal from SDB, Inc. and found it to be in order. SDB, Inc. is one of three contractors previously selected through a qualifications based process consistent with A.R.S. §§ 34-601-611 for job order general construction services.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO. 1 TO SDB, INC.
THROUGH EXISTING CONTRACT NO. C2008-136

FOR BUS SHELTER INSTALLATION AND REPAIR
ASU CAMPUS AND VARIOUS LOCATIONS

PROJECT NO. 6009011

This JOB ORDER No. 1 is entered into on this 16th day of October, 2008, to SDB, INC. (“**JOC CONTRACTOR**”) through the existing Contract made and entered into by and between the parties on July 22, 2008 (Contract No. C2008-136).

ARTICLE I – DESCRIPTION OF WORK, CONTRACT PRICE AND WORK

LOCATION: The JOC Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of the Bus Shelter Installation and Repair – ASU Campus and Various Locations, (Project No. 6009011) (“**Project**”) for the sum of One Hundred Sixty Six Thousand Two Hundred Twenty Four Dollars (\$166,224.00), as detailed in the Proposal (Exhibit “A”), and to completely and totally construct the same and install the materials therein for the Project, in a good and workmanlike and substantial manner and to the satisfaction of the City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the Project and other documents that may be requested by the City through the Engineer or other properly authorized agents, as provided herein. The full street or physical addresses of the construction work locations (“**Work Locations**”) are listed in Exhibit “C” attached. The JOC Contractor shall list the Work Location in any subcontract related to this job order at any level and each subcontractor shall likewise include the Work Location in any of its subcontracts.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) to the City for approval, prior to receipt of a Notice to Proceed issued by the City for the Project.

ARTICLE III – AMENDMENT: This Job Order No. 1 is entered into pursuant to the City of Tempe Contract No. C2008-136, and the terms and conditions contained in Contract No. C2008-136 and all exhibits attached to the Contract and to this Job Order No. 1 are by this reference incorporated into this Job Order No. 1. All provisions of the underlying Contract where not inconsistent with this Job Order No. 1 shall remain binding on the parties.

ARTICLE IV – CONTRACT TERM: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by the City, and shall be completed within forty five (45) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

Bus Shelter Installation and Repair – ASU Campus and Various Locations
Project No. 6009011

The JOC Contractor warrants that the person who is signing this Job Order on behalf of the JOC Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Job Order.

DATED this _____ day of _____, 2008.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended by:

City Clerk

 _____
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

DATED this _____ day of _____, 2008.

SDB, Inc.

By: _____
Name

Its: _____
Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A

SDB

CONTRACTING SERVICES

SDB, Inc.

810 West First Street

Tempe, AZ 85281

(480) 967-5810 Fax (480) 967-5841

BID PROPOSAL

CUSTOMER:	City of Tempe	BID DATE:	8/5/2008
ADDRESS:	31 East 5th Street	PROPOSAL NO.:	08-0372
	Tempe, AZ 85281	PROPOSAL TYPE.:	JOC
JOB DESC.:	Install or Repair Bus Stops		
CONTACT:	Marc Pearsall		

We are pleased to propose the following:

* Scope of work is shown in Attachments A & B.

Value	Multiplier	Price of Subcontractor(s)	\$108,993
\$0 to \$49,999	1.12	Price of Subconsultant(s)	\$0
\$50,000 to \$99,999	1.1	General Conditions	\$15,520
\$100,000 to \$199,999	1.08	Preconstruction Labor	\$1,300
\$200,000 to \$499,999	1.07	Subtotal	\$125,813
\$500,00 +	1.06	OH & P	\$13,298
		Total	\$139,111
		Insurance (2%)	\$2,987
		Bonds (1.735%)	\$2,598
		Sales Tax (5.265%)	\$7,618
		Combined Total	\$166,224

City's contingency (Inc. in total) \$13,911 *N/A*

CLARIFICATIONS

- 1) Concrete pads on ASU Campus and at University and Mill to be provided by Core, contracted by ASU
- 2) Total project duration depends on number of locations released at a time
- 3)

EXCLUSIONS

- 1) Design, Engineering, and Permits
- 2) Premium time unless otherwise indicated
- 3) Identification of and/or removal of Hazardous Waste

Thank you,

SDB, Inc.

Randy Carlson

Prepared by

Parrish Rowland

Reviewed by

SDB CONFIDENTIAL

Version 11/26/02

Accepted by:

City of Tempe

Bid Proposal

9/2/2008

SDB

CONTRACTING SERVICES

SDB, Inc.
810 West First Street
Tempe, AZ 85281
(480) 967-5810 Fax (480) 967-5841

**PROPOSAL
ATTACHMENT "A"**

CUSTOMER:	<u>City of Tempe</u>	BID DATE:	<u>8/5/2008</u>
ADDRESS:	<u>31 East 5th Street</u>	PROPOSAL NO.:	<u>08-0372</u>
	<u>Tempe, AZ 85281</u>	PROPOSAL TYPE:	<u>JOC</u>
JOB DESC.:	<u>Install or Repair Bus Stops</u>		
CONTACT:	<u>Marc Pearsall</u>		

Scope of Work

Installs continued -

NEC - (far side) Priest Dr. & Warner Rd.

- Assemble shelter on existing foundations
- Connect power through existing conduit and small inground vault
- Fill in pad around shelter uprights

NEC - (far side) Kyrene Rd. & Grove Parkway

- Assemble shelter on existing foundations
- Connect power through existing conduit and small inground vault
- Fill in pad around shelter uprights

SEC Mill Ave. & University Dr.

- Pad to be installed by Core for ASU
- Assemble the shelter in place
- Core to fill in pad around shelter uprights

SWC McClintock Dr. & Apache Blvd.

- Remove tree stump
- Pour concrete pad between sidewalk and Pep Boys wall
- Install new surface mount shade structure from storage

PROPOSAL
ATTACHMENT "B"

CUSTOMER:	City of Tempe	BID DATE:	8/5/2008
ADDRESS:	31 East 5th Street	PROPOSAL NO.:	08-0372
	Tempe, AZ 85281	PROPOSAL TYPE.:	JOC
JOB DESC.:	Install or Repair Bus Stops		
CONTACT:	Marc Pearsall		

Scope of Work

Removal

SEC (NB, east side of street) College Ave. & 5th St. to 6th St. (8 ea.)

- Remove 8 standard shelters and take to storage
- Repair and fill in pavers where uprights had been

Repairs

SEC, (Arby's Shelter) Broadway Rd. & Roosevelt St.

- Disconnect and remove electrical wiring from shelter upright
- Remove concrete from around shelter upright
- Replace the bent shelter upright with piece from storage

NEC, (McDonalds Shelter) 48th St. & Southern Ave.

- Remove concrete from around the south upright
- Disconnect and remove wire back to the in ground vault
- Replace the bent shelter upright with piece from storage
- Reconnect power to the shelter
- Fill in pad around the shelter upright

NEC - Mill Ave & Curry Rd.

- Sand or gring corrosion on steel
- Replace steel if needed
- Repaint to match existing structure

Finish

NWC - (Audio Express Shelter) Scottsdale Rd. & Playa Del Norte Rd.

- Remove unfinished roof frame and take to storage
- Install spare roof from storage

ASU Bus Stops

- Install ten Daytech design shelters on campus
- Core to provide concrete pads
- Shelters are surface mounted
- Shelters are being stored by City of Tempe

NW end (EB) of Sun Devil Stadium Parking Lot

NWC (WB) of Rio Salado Pkwy & Packard Dr.

SWC (EB) of Rio Salado Pkwy & Packard Dr.

SEC (NB) of McAllister Ave. & Orange St.

SWC (SB) of McAllister Ave. & Orange St.

NWC (SB) of McAllister Ave & Lemon St.

SEC (NB) of McAllister Ave & Lemon St.

McAllister Ave - Location TBD

Rural Rd. & Tyler Transit Center (south curb of station)

Rural Rd. & Tyler Transit Center

SDB

CONTRACTING SERVICES

City of Tempe - JOC Estimate

SDB, Inc.
810 W. 1 St. Tempe, AZ 85281
Phone 480-967-5810

Job Name: Install or Repair Bus Stops
COT Job #: # 6009011
Location: Various locations through out city and on ASU Campus

Date Submitted: 08/05/08
SDB Est #: 08-0372
SDB Job #: --

DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
56.0	01-3105	Project Manager	HR	\$ 85.00	\$ 4,760.00
180.0	01-3120	Superintendent	HR	\$ 57.00	\$ 10,260.00
0.0		Permits (traffic)	EA	\$ -	\$ -
20.0		Pre-Construction	EA	\$ 65.00	\$ 1,300.00
2.0		Parking permits (SDB - JOC parking permit)	EA	\$ 150.00	\$ 300.00
10.0		Parking permits (ASU)	EA	\$ 20.00	\$ 200.00
Total - Division 1 - General Requirements					\$ 16,820.00
Division 10 - Specialties					
1.0		Priest & Warner	Ea.	\$ 5,962.00	\$ 5,962.00
1.0		Kyrene & Grove	Ea.	\$ 6,462.00	\$ 6,462.00
1.0		University & Mill	Ea.	\$ 6,360.00	\$ 6,360.00
1.0		McClintock & Apache	Ea.	\$ 6,579.00	\$ 6,579.00
1.0		College & 5th to 6th	Ea.	\$ 21,040.00	\$ 21,040.00
1.0		Broadway & Roosevelt	Ea.	\$ 3,310.00	\$ 3,310.00
1.0		48th St & Southern	Ea.	\$ 3,020.00	\$ 3,020.00
1.0		Mill ave & Curry	Ea.	\$ 5,230.00	\$ 5,230.00
1.0		Scottsdale Rd & Playa del Norte	Ea.	\$ 3,680.00	\$ 3,680.00
1.0		10 Shelters On ASU Campus	Ea.	\$ 47,350.00	\$ 47,350.00
Total - Division 10 - Specialties					\$ 108,993.00

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EXHIBIT B

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS SB-1
STATUTORY PERFORMANCE BONDB-1
STATUTORY PAYMENT BOND.....B-3

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), are held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 16th day of October, 2008, to complete Project No. 6009011, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Dated this ____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 16th day of October, 2008, to complete Project No. 6009011, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for the contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the Court.

Dated this _____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

JOC CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____,
Arizona

Date _____

**BUS SHELTER INSTALATION AND REPAIR
ASU CAMPUS AND VARIOUS LOCATIONS
PROJECT NO. 6009011**

To the City of Tempe, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged or will be discharged after receipt of the final payment from the City of Tempe for the above project.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project against the City of Tempe. The undersigned further agrees to defend, indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at _____ this _____ day of _____, 2008.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public

[Seal]