

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

JOB ORDER NO. 5 TO FORESITE DESIGN & CONSTRUCTION, INC.  
THROUGH EXISTING CONTRACT NO. C2015-44

**SCADA ROOM REMODEL - JOHNNY G. MARTINEZ WATER  
TREATMENT PLANT**

**PROJECT NO. 3204402**

This **JOB ORDER NO. 5** is entered into on this 21<sup>st</sup> day of April, 2016, by and between the **City of Tempe**, an Arizona municipal corporation (“City”) and **ForeSite Design & Construction, Inc.**, an Arizona corporation (“JOC”), through the existing Contract made and entered into by and between the parties on February 26, 2015, (Contract No. C2015-44).

**SECTION 1 – JOB ORDER PRICE AND WORK LOCATION:** JOC 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 SCADA Room Remodel – Johnny G. Martinez Water Treatment Plant, (Project No. 3204402) (“Project”) for the sum of Three Hundred Sixteen Thousand Two Hundred Ninety Five and 00/100 Dollars (\$316,295.00), as detailed in the Proposal (Exhibit “A”) attached hereto and incorporated herein by this reference, 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 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 City through its Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location (“Work Location”) is 255 E. Marigold Lane, Tempe, Arizona. JOC 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.

**SECTION 2 – REQUIRED SUBMITTALS:** JOC shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) attached hereto to City for approval prior to receipt of a Notice to Proceed issued by City for the Project.

**SECTION 3 – AMENDMENT:** City of Tempe Contract No. C2015-44, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 5, are by reference incorporated into this Job Order No. 5. All provisions of the underlying Contract where not inconsistent with this Job Order No. 5 shall remain binding on the parties.

**SECTION 4 – JOB ORDER 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 City, and shall be completed within one hundred six (106) calendar days thereafter.

JOC further agrees to include the provisions of this Section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

[SIGNATURE PAGE TO FOLLOW]

SCADA Room Remodel – Johnny G. Martinez Water Treatment Plant  
Project No. 3204402

DATED this 21<sup>st</sup> day of April, 2016.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Director

ATTEST:

Recommended by:

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

\_\_\_\_\_  
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

FORESITE DESIGN & CONSTRUCTION,  
INC.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

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

# EXHIBIT A



March 8, 2016

Via e-mail: Erich\_Bonz@tempe.gov

Mr. Erich Bonz  
City of Tempe  
31 E. Fifth Street  
Tempe, AZ 85281

RE: City of Tempe Water Treatment  
SCADA Remodel  
JOC Proposal

Dear Mr. Bonz,

ForeSite Design & Construction, Inc. proposes to furnish all labor, materials, tools and equipment necessary for the tenant improvement remodel at the above referenced project for the total sum of: Two hundred Ninety-seven thousand Six hundred Ten and NO/100<sup>th</sup> dollars: \$ 297,610.00.

**Alternates:**

**Number 1:**

To furnish and install four (4) each Samsung DH55E - 55" LED flat panel display units. ADD: \$ 13,843. Reference attached equipment data sheets for more information.

**Number 2:**

To furnish and install six (6) each Samsung SMT-2232 22" flat panel display units on desk mounted supports provided by furniture supplier. ADD: \$4,842.

All work shall be in accordance with the following documents:

Plans: (15 sheets) entitled "City of Tempe Water Treatment – SCADA Remodel, 255 E. Marigold Lane, Tempe, AZ 85283, Project No. 3204402" as prepared by Architekton, Inc., dated 11-10-15.

Addendum #1: (2 sheets) entitled "Addendum #1" as prepared by Architekton, Inc. dated 2-19-16 with revised plan sheets (12 sheets) through delta 2 – Owner's Comments, dated 1/14/16.

We have attached a milestone schedule for the project showing the proposed time duration for the project.

In submitting this proposal, we agree:

1. To hold the proposal open for thirty (30) days after the date of this proposal.
2. To commence with the project construction within ten (10) days upon written notice to proceed and City of Tempe building permit.
3. To accomplish the work in accordance with the JOC contract documents and the following project description, clarifications and exclusions listed below.

**Clarifications and qualifications:**

1. Our approach to this project is based on a continuous work flow. Once the project team develops a schedule and we mobilize to start work, work will continue without significant "stops". All owner provided scopes of work and owner provided material and equipment will be furnished timely based on the schedule.

2. ForeSite will be allowed to utilize existing water and power sources on site for the construction of the project. All consumption costs will be paid by City of Tempe.
3. An allowance of \$4,500 for security system rework has been included in the base bid to relocate card readers or mag locks as required during construction. Any unused portion of these allowances will be returned to the City upon close-out of the project.
4. ForeSite and its' subcontractors are to utilize the restrooms in lieu of providing porta-john service for the project.
5. City of Tempe to provide a hazardous material survey of the tenant improvement areas dated within the past 12 months for our review and use on the project.

**Exclusions:**

- Asbestos abatement or hazardous material removal
- Plan review and Building Permit fees
- Development fees & utility company charges
- Material acceptance testing
- Special inspections
- Temporary utilities
- Security guard or services
- Plan review comments or corrections
- NESHAP permits or fees

Sincerely,  
ForeSite Design & Construction, Inc.



David Holt  
Director of Preconstruction Services



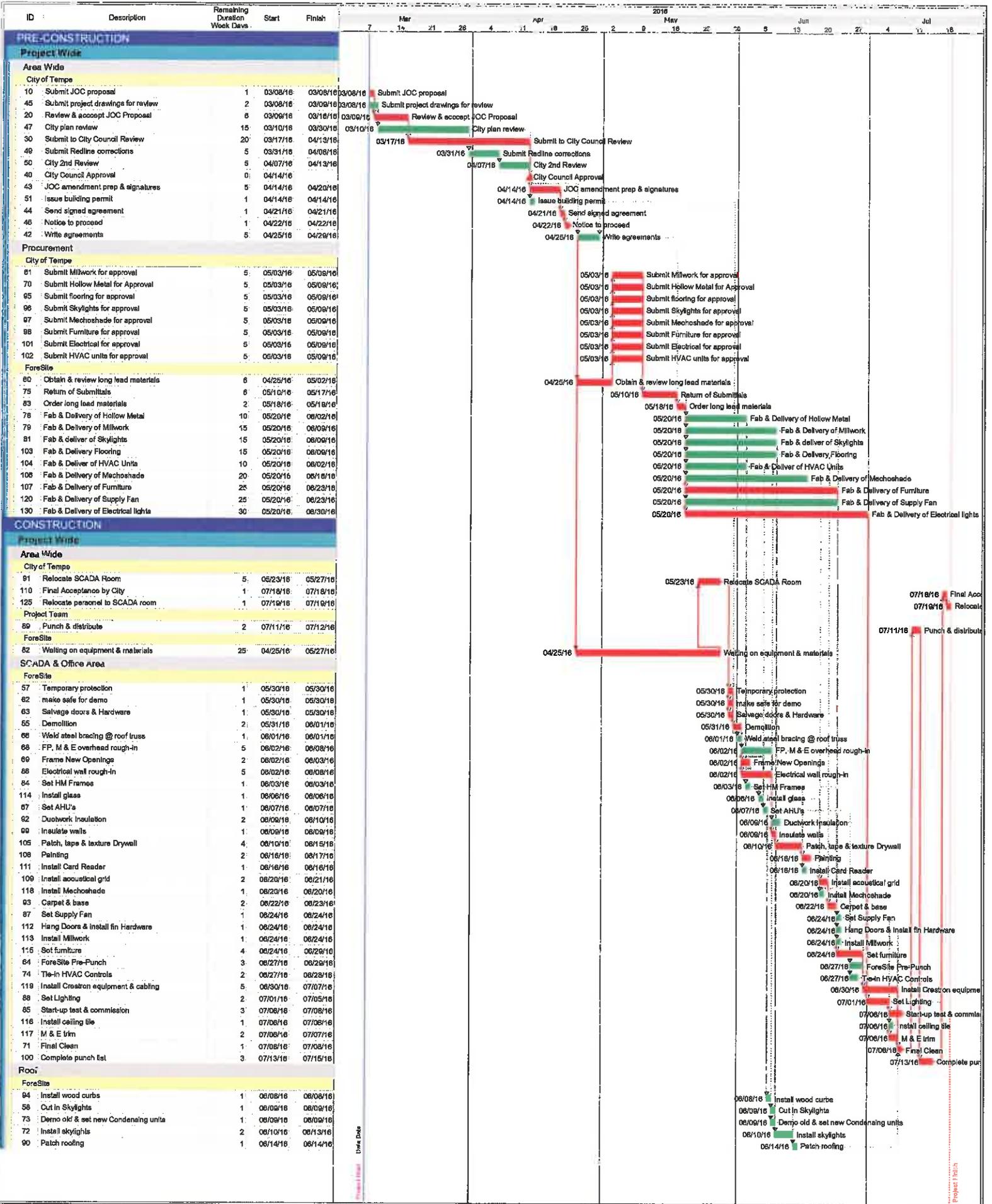
## City of Tempe Job Order Price

COT Project Name: **City of Tempe WaterTreatment  
SCADA Remodel**

3/3/2016

COT Project Number: **3204402**

Price of Subcontractor(s)	\$244,262
Price of Subconsultant(s) (If applicable)	\$0
General Conditions	\$21,632
Preconstruction Labor (If applicable)	\$0
Construction Labor	\$2,342
<b>Subtotal</b>	<b>\$268,236</b>
Overhead and Profit ( 7 % )	\$20,833
<b>Total</b>	
Insurance (1.79%)	\$5,327
Bonds (1.08%)	\$3,214
Sales tax (MMRA)	\$0
<b>Combined Total</b>	<b>\$297,610</b>
<b>Contractor's Contingency</b>	<b>\$0</b>
<b>Owner's Contingency</b>	<b>\$0</b>



Start Date: 03/08/18  
 Finish Date: 07/18/18  
 Data Date: 03/08/18  
 Run Date: 03/08/18

JOM Water Treatment Facility  
 SCADA Remodel  
 Proposal Schedule





COT Project Name: City of Tempe Water Treatment  
SCADA Remodel

COT Project Number: 3204402

### LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the MAG Specifications, the JOC Contractor shall provide for each Job Order the information listed below regarding proposed subcontractors which are subject to approval by the City.

#### Subcontractor

<u>Name</u>	<u>Address</u>	<u>Type of Work</u>	<u>% of Total Contract</u>
Arizona Specialty Demolition	3023 Grand Avenue, Phoenix, AZ 85017	Demolition	1.50%
Richerson Manufacturing	815 N. 52nd Street, Suite #1270 Phoenix, AZ 85008	Steel	0.23%
Castaldi Custom Co.	4040 W. Whitton, Phoenix, AZ 85019	Millwork	0.42%
Progressive Roofing	23 North 35th Avenue, Phoenix, AZ 85009	Roofing	0.64%
Norcon Industries, Inc.	5412 E. Calle Cerritos, Guadalupe, AZ 85283	Skylights	1.27%
Laforce	7665 E. Velocity Way, Suite 123, Mesa, AZ 85212	Doors, Frames & Finish Hardware	0.70%
Extreme Drywall Concepts	P.O. Box 6418 Glendale, AZ 85312	Drywall	1.66%

TP Acoustics, Inc.	2515 N. 34th Drive, Phoenix, AZ 85009	Acoustical	1.78%
Spectra Contract Flooring	5325 S Kyrene Road, Suite 101, Tempe, AZ 85283	Flooring & base	1.18%
Arizona Professional Painting	5424 S. 39th Street, Phoenix, AZ 85040	Paint	0.63%
Mountain States Draperly, Inc.	PO Box 1520, Black Canyon, AZ 85324	Roller Shades	0.18%
Wright Line / EATON	405 E. Amber Ridge Way, Phoenix, AZ 85048	Furniture	26.79%
National Fire Control	55 West Hoover, Suite #10, Mesa, AZ 85210	Fire Protection	0.35%
Uni-Tech	18704 E. Chandler Heights Road, Queen Creek, AZ 85142	HVAC	16.07%
Turn it On Electric	1745 W. Deer Valley Road, Phoenix, AZ 85027	Electrical	9.74%
Premise One Communications Solutions	1335 N. Mondel Drive, Gilbert, AZ 85233	Crestron System	16.81%

**City of Tempe**  
**JGM Water Treatment Facility**  
**SCADA Remodel**

<b>Project name</b>	JGM SCADA Remodel Tempe AZ
<b>Estimator</b>	David Holt
<b>Labor rate table</b>	1.0X w/brd
<b>Job size</b>	1 ls
<b>Duration</b>	6 wks
<b>Bid date</b>	2/26/2016 2:00 PM
<b>Report format</b>	Sorted by 'Group phase/Phase' 'Detail' summary

Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
<b>1.000</b>		<b>GENERAL REQUIREMENTS</b>							
	1.002	Project Manager							
		Project Manager	2.00 wk	4,670					4,670
	1.003	Project Superintendent							
		Project Superintendent	7.00 wk	13,041					13,041
		Project Superintendent to units	-0.40 wk	(745)					(745)
	1.011	General Field Supervisor							
		General Field Supervisor	18.00 hr	1,170					1,170
	1.209	Plans & Specifications							
		Plans	30.00 sht		30				30
	1.309	Information Technology							
		IT Expense	378.00 hr				612		612
	1.310	Field Office Supplies							
		Field Office Supplies	1.50 mo		45				45
	1.311	Field office equipment rental							
		On Site Computer	1.50 mo				375		375
	1.329	Communications							
		Monthly Usage (in town)	378.00 hr				166		166
	1.602	Foresite Equipment							
		Foresite 3/4 Ton Pick up/Wk	9.45 wk				992		992
	1.615	Gas & Minor Maint.							
		Gas & Minor Maint.	9.45 wk				1,276		1,276
<b>2.000</b>		<b>SITWORK</b>							
	2.003	Construction Protection							
		T I Carpet Protection	600.00 sf	206	180				386
		Visqueen Dust barrier	600.00 sf	155	90		0		245
	2.008	Trash Hauling Service							
		Jobsite Dumpsters	2.00 ea		730				730
	2.009	General Clean-up							
		General Clean-up	16.00 hr	745	80		20		845
	2.014	Final Clean-Up							
		Final Clean-Up	900.00 sf	309	180	0	135		624
	2.050	Selective Demolition (EA)							
		Demolition Subcontractor	1.00 ls			4,450			4,450
<b>5.000</b>		<b>STEEL</b>							
	5.100	Structural Steel							
		Structural Steel	1.00 ls			670			670
<b>6.000</b>		<b>WOOD AND PLASTICS</b>							

Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
	6.400	Architectural Woodwork	1.00 ls	-	-	1,242	-	-	1,242
		Custom Casework							
	6.710	Roof Rough Carpentry	12.00 lf	61	38	-	0	-	99
		2x6 roof nailer							
		2x6 Roof Mechanical Curb	1.00 ea	123	210	-	0	-	333
<b>7.000</b>		<b>THERMAL &amp; MOIST.</b>							
		<b>PROTECT</b>							
	7.210	Building Insulation							
		R-11 Wall insulation	60.00 sf	47	60	-	-	-	107
	7.500	Membrane Roofing							
		Built-Up Roofing	1.00 ls	-	-	1,900	-	-	1,900
	7.800	Skylights							
		Skylight Subcontractor	1.00 ls	-	-	3,768	-	-	3,768
	7.900	Joint Sealers							
		Polyurethane 1/2"x1/4"	74.00 lf	123	63	-	-	-	186
<b>8.000</b>		<b>DOORS &amp; WINDOWS</b>							
	8.025	Frames, Doors, & Hardware							
		Frames, Doors, & Hardware	1.00 ls	-	2,089	0	-	-	2,089
	8.180	Hollow Metal Frame Labor							
		Set/Anchor Frame Bottom Part.	2.00 ea	49	4	-	0	-	53
		Unload & Distribute Frames	2.00 ea	33	-	-	14	-	46
	8.285	Wood Doors Labor							
		Instal wood door	1.00 ea	31	-	-	-	-	31
	8.710	Finish Hardware							
		Unload & Inventory Hardware	2.00 ea	61	-	-	-	-	61
		Office lockset	1.00 ea	31	0	-	-	-	31
		1.5 Pair Butts Ball Bearing NR	1.00 dr	31	0	-	-	-	31
		Closure Med. Quality	1.00 ea	93	0	-	-	-	93
		Secure EL Lock	1.00 ea	123	10	0	-	-	133
		Electric Hinge	1.00 ea	123	45	-	-	-	168
<b>9.000</b>		<b>FINISHES</b>							
	9.250	Gypsum Board Systems							
		Gypsum Drywall Subcontractor	1.00 ls	-	-	4,930	-	-	4,930
	9.500	Acoustical Treatment							
		Acoustical Ceilings	1.00 ls	-	-	5,300	-	-	5,300
	9.680	Carpet							
		Carpet and Base	1.00 ls	-	-	3,508	-	-	3,508
	9.900	Painting							
		Painting	1.00 ls	-	-	1,862	-	-	1,862

Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
12.000		<b>FURNISHINGS</b>							
	12.500	Window Treatment							
		Mechoshades	1.00 Is	-	-	548	-	-	548
12.600		<b>Furniture &amp; Accessories</b>							
		Systems Furniture	1.00 Is	-	-	79,721	-	-	79,721
15.000		<b>MECHANICAL</b>							
	15.400	Fire Protection							
		Fire Sprinklers	1.00 Is	-	-	1,050	-	-	1,050
	15.500	Heating/Vent/AirCondition							
		HVAC	1.00 Is	-	-	47,822	-	-	47,822
16.000		<b>ELECTRICAL</b>							
	16.001	Electrical							
		Electrical	1.00 Is	-	-	29,000	-	-	29,000
	16.800	Special Systems							
		Crestron control system	1.00 Is	-	-	50,043	-	-	50,043
	16.830	Access Control System							
	Security system Allowance	1.00 Is	-	4,500	-	-	-	4,500	

**Estimate Totals**

Description	Amount	Totals	Rate
Labor	20,478		
Material	8,354		
Subcontract	235,814		
Equipment	3,590		
Other	268,236	268,236	
Tempe JOC Insurance	5,327		1.790 %
OVERHEAD AND PROFIT	20,833		7.000 %
Tempe JOC Bond Rate	3,214		
	29,374	297,610	
<b>Total</b>		<b>297,610</b>	

**EXHIBIT B**

**FORMS APPENDIX**

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

LIST OF SUBCONTRACTORS .....	SB-1
STATUTORY PERFORMANCE BOND .....	PB-1
STATUTORY PAYMENT BOND .....	PB-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 \_\_\_\_\_ (“Principal”) and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_, with  
its principal office in the City of \_\_\_\_\_ (“Surety”), are held and firmly bound  
unto \_\_\_\_\_ (“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 21<sup>st</sup> day of April, 2016, to complete Project No. 3204402, 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 principal  
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and  
agreements of the contract during the original term of the contract and any extension of the  
contract, with or without notice to the surety, and during the life of any guaranty required under  
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions  
and agreements of all duly authorized modifications of the contract that may hereafter be made,  
notice of which modifications to the surety being hereby waived, the above obligation is void.  
Otherwise it remains in full force and effect.



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 \_\_\_\_\_ (“Principal”) and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
with its principal office in the City of \_\_\_\_\_ (“Surety”), as held and firmly  
bound unto \_\_\_\_\_ (“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 21<sup>st</sup> day of April, 2016, to complete Project No. 3204402, 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 principal  
promptly pays all monies due to all persons supplying labor or materials to the principal or the  
principal's subcontractors in the prosecution of the work provided for in the contract, this  
obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title  
34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be  
determined in accordance with the provisions, conditions and limitations of title 34, chapter 2,  
article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this  
agreement.



**CITY OF TEMPE DEPARTMENT OF PUBLIC WORKS  
UNCONDITIONAL WAIVER AND RELEASE  
FOR CONTRACTOR'S PAYMENT  
AND SETTLEMENT OF CLAIMS**

Upon receipt of payment from the City of Tempe, the undersigned:

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

The undersigned has been paid and acknowledges having received final payment from the City of Tempe in the amount of \$ \_\_\_\_\_ [state dollar amount for final, total contract amount] for full and final payment of all work, services, equipment, labor, skill and material furnished, delivered and performed by the undersigned for the city or anyone in the construction [or other services] for SCADA ROOM REMODEL – JOHNNY G. MARTINEZ WATER TREATMENT PLANT and PROJECT NO. 3204402 at the location of 255 E. MARIGOLD LANE; and does hereby waive and release any and all rights to mechanic's liens, any state or federal statutory bond right, any private bond right, any claim for payment and any and all rights under any applicable federal, state or local laws related to claim or payment rights for persons in the undersigned's position held on the above-referenced project against the City of Tempe, for this value received. The undersigned further agrees to defend, indemnify and hold harmless the City of Tempe against any and all liens, claims, suits, actions, damages, charges and expenses whatsoever, which the City may incur arising out of the failure or the undersigned to pay in full for all work, services, equipment, labor, skill and material furnished with regard to the project.

The undersigned, in consideration of the payment acknowledged, hereby warrants that he has already paid or will pay using the monies received from this final payment to promptly pay in full all of his contractors, subcontractors, laborers, materialmen and suppliers for all work, materials, equipment or services provided to the above-referenced project.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Print Name and Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if signed, even if you have not been paid. If you have not been paid in full, use a conditional release form.

[NOTARY SEAL TO FOLLOW]

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

On \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ personally appeared before me, and proved by lawful identification documents to be the person who signed the preceding document in my presence, and who affirmed to me that the contents therein are truthful and accurate to the best of his/her knowledge and belief.

Notary Seal

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires:

\_\_\_\_\_