

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

JOB ORDER NO. 3 TO HUNTER CONTRACTING CO.  
THROUGH EXISTING CONTRACT NO. C2008-251

**SOUTH TEMPE WATER TREATMENT PLANT  
CHLORINE GENERATION SYSTEM EXPANSION**

**PROJECT NO. 3209351**

This **JOB ORDER NO. 3** is entered into on this 22<sup>nd</sup> day of October, 2009, by and between the **City of Tempe**, an Arizona municipal corporation (“City”) and **Hunter Contracting Co.**, an Arizona corporation (“JOC”), through the existing Contract made and entered into by and between the parties on December 11, 2008, (Contract No. C2008-251).

**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 South Tempe Water Treatment Plant Chlorine Generation System Expansion, (Project No. 3209351) (“Project”) for the sum of Four Hundred Seventy Four Thousand One Hundred Seventeen and 61/100 Dollars (\$474,117.61), 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 6600 South Price Road, 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. C2008-251, as amended on May 28, 2009, the terms and conditions contained therein, and all exhibits attached to the Contract and to this Job Order No. 3, are by reference incorporated into this Job Order No. 3. All provisions of the underlying Contract where not inconsistent with this Job Order No. 3 shall remain binding on the parties.

**SECTION 4 – 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 City, and shall be completed within three hundred sixty five (365) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

South Tempe Water Treatment Plant Chlorine Generation System Expansion  
Project No. 3209351

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**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.**

HUNTER CONTRACTING CO.

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 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 22<sup>nd</sup> day of October, 2009, to complete Project No. 3209351, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_ (“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 22<sup>nd</sup> day of October, 2009, to complete Project No. 3209351, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_

**SOUTH TEMPE WATER TREATMENT PLANT CHLORINE GENERATION SYSTEM EXPANSION  
PROJECT NO. 3209351**

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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Job Order Contractor

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

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA        )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

[Notary Seal]