

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO. 22 TO CALIENTE CONSTRUCTION, INC.
THROUGH EXISTING CONTRACT NO. C2011-156

TENANT IMPROVEMENTS – VIHHEL CENTER AND TEMPE LIBRARY

PROJECT NO. 6707371

This **JOB ORDER NO. 22** is entered into on this 13th day of November, 2014, by and between the **City of Tempe**, an Arizona municipal corporation (“City”) and **Caliente Construction, Inc.**, an Arizona corporation (“JOC”), through the existing Contract made and entered into by and between the parties on October 20, 2011, (Contract No. C2011-156) along with that certain Addendum No. 1 entered into on October 10, 2012, Addendum No. 2 on July 22, 2013, Addendum No. 3 on November 15, 2013, Addendum No. 4 on April 11, 2014 and Addendum No. 5 on June 12, 2014 (collectively “Contract”).

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 Tenant Improvements – Vihel Center and Tempe Library, (Project No. 6707371) (“Project”) for the sum of One Hundred Eighty Five Thousand Eight Hundred Eight and 33/100 Dollars (\$185,808.33), 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 3340 and 3500 S. Rural 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. C2011-156, as amended on October 10, 2012, July 22, 2013, November 15, 2013, April 11, 2014, and June 12, 2014, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 22, are by reference incorporated into this Job Order No. 22. All provisions of the underlying Contract where not inconsistent with this Job Order No. 22 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 sixty (60) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

Tenant Improvements –Vihel Center and Tempe Library
Project No. 6707371

DATED this _____ day of _____, 2014.

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.

CALIENTE CONSTRUCTION, INC.

By: _____
Signature

Printed Name

Its: _____
Title

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

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 13th day of November, 2014, to complete Project No. 6707371, 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 13th day of November, 2014, to complete Project No. 6707371, 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 TENANT IMPROVEMENTS – VIHEL CENTER AND TEMPE LIBRARY and PROJECT NO. 6707371 at the locations of 3340 and 3500 S. Rural Road; 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 _____, 2014, _____ 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:
