

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

JOB ORDER NO. 8 TO FORESITE DESIGN & CONSTRUCTION, INC.  
THROUGH EXISTING CONTRACT NO. C2015-44

**FENCE REPLACEMENT – KEN MCDONALD GOLF COURSE AND  
KYRENE MULTI-USE PATH**

**PROJECT NO. 6005243**

This **JOB ORDER NO. 8** is entered into on this 4<sup>th</sup> day of August, 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) along with that certain Addendum No. 1 entered into on February 3, 2016 (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 Fence Replacement – Ken McDonald Golf Course and Kyrene Multi-use Path, (Project No. 6005243) (“Project”) for the sum of Three Hundred Eighteen Thousand One Hundred Seventy Three and 00/100 Dollars (\$318,173.00), as detailed in the Proposal (Exhibit “A”) attached hereto and incorporated herein by this reference, and the work as described in the Technical Specifications (Exhibit “B”), 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 800 East Divot Drive, 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, as amended on February 3, 2016, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 8, are by reference incorporated into this Job Order No. 8. All provisions of the underlying Contract where not inconsistent with this Job Order No. 8 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 (100) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

Fence Replacement – Ken McDonald Golf Course and Kyrene Multi-Use Path  
Project No. 6005243

DATED this 4<sup>th</sup> day of August, 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 C**

**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 4<sup>th</sup> day of August, 2016, to complete Project No. 6005243, 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 4<sup>th</sup> day of August, 2016, to complete Project No. 6005243, 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.



**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 **FENCE REPLACEMENT – KEN MCDONALD GOLF COURSE AND KYRENE MULTI-USE PATH** and **PROJECT NO. 6005243** at the location of \_\_\_\_\_; 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:

\_\_\_\_\_