CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO. 5 TO FORESITE DESIGN & CONSTRUCTION, INC.
THROUGH EXISTING CONTRACT NO. C2015-282

WASH TOWER DEMOLITION – HAYDEN FLOUR MILL

PROJECT NO. 6708251

This **JOB ORDER NO. 5** is entered into on this 22nd day of September, 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 December 17, 2015, (Contract No. C2015-282) along with that certain Addendum No. 1 entered into on August 23, 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 Wash Tower Demolition – Hayden Flour Mill, (Project No. 6708251) ("Project") for the sum of One Hundred Seven Thousand Four Hundred One and 00/100 Dollars ($107,401.00), 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 119 S. Mill Avenue, 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. C2015-282, as amended on August 23, 2016, 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 thirty (30) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

Wash Tower Demolition – Hayden Flour Mill
Project No. 6708251

DATED this 22nd day of September, 2016.

CITY OF TEMPE, ARIZONA

By:_____
Mark W. Mitchell, Mayor

By:_____
Public Works Director

ATTEST:

_____
Brigitta M. Kuiper, City Clerk

Recommended by:

_____
Deputy PW Director/Interim City Engineer

APPROVED AS TO FORM:

_____
Judith R. Baumann, 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

FORESITE
DESIGN & CONSTRUCTION
INCORPORATED

September 6, 2016
September 8, 2016 R1

Via e-mail: erich_bonz@tempe.gov

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

RE: Hayden Flour Mill
Cribbed wood structures demolition
JOC Proposal

Dear Mr. Bonz,

ForeSite Design & Construction, Inc. proposes to furnish all labor, materials, tools and equipment necessary for the demolition and disposal for the above referenced project for the total sum of: **One Hundred Seven Thousand Four Hundred One and NO/100th dollars: $ 107,401.00.**

Coat options:
To delete the installation of the interior wood stair rail and support at the 2nd floor soft spot discussed during the site walk - Deduct: ($2,163)

Remove the masonry wall infill steel support work on the 2nd floor - Deduct: ($3,334)

This estimate is based upon the site visit and concept discussion with City of Tempe, on August 24, 2016. We have attached a scope of work and schedule outlining the proposed project. The project estimate is based upon the following clarifications and exclusions:

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 the existing water and power sources on site for the construction of the project. Any consumption charges will be paid by the City of Tempe.

3. Work will be performed during normal business hours.

4. There is no guarantee on the quantity of wood that will be salvaged from the Cribbed Towers demolition.

5. The high reach excavator equipment required for the demolition is un-available until the end of October. Work will not be able to be accomplished until after this time.

Exclusions:
- Plan review and Building Permit fees
- Development fees & utility company charges
- Material acceptance testing
- Special inspections
- Hazardous material testing or removal

Please contact me email or at 480-820-1345 ext. 14 with any questions

Sincerely,
ForeSite Design & Construction, Inc.

W. Scott Breeding

Scott Breeding

SB

FORESITE
DESIGN & CONSTRUCTION
INCORPORATED

September 6, 2016

Scope of work

Cribbed wood structures demolition

Hayden Flour Mill

The following is a summary outline of the proposed scope of work associated with the Hayden Flour Mill cribbed wood structures demolition:

1. Retain a structural engineer to provide construction design and detailing for the following: (a design allowance of $6,500 is included for these services)
    - Provide preliminary schematic design details for subcontractor bidding
    - Produce construction details and documents for structural repair work on the project
    - Provide special inspections and construction administration of installed steel components

2. Salvage the existing grain conveyers off the fourth floor of the north cribbed wood structure and store on site. Remove and salvage the existing steel truss supports and grain transfer pipe for potential reuse. Store steel materials on site.

3. Provide private locator and Bluestake services. Disconnect and remove and electrical utilities within the structures prior to demolition.

4. Obtain NESHAP and dust control permits. Demolish, haul off and dispose of two (2) cribbed wood towers on the east side of the Mill. Salvage as much of the 2x wood tower material and palletize on site. Load onto Developers subcontractor's truck for transport off site.

5. Install a concrete plug in the entry of the water discharge pipe on the south wood tower.

6. Furnish and install new steel angle ledger, metal beams and metal plate cap over the top of the concrete foundations at the base of the cribbed wood structures. Install expanded metal screen over the 6' x 6' doorway on the 4th floor of the Mill building leading into the north cribbed wood structure. Furnish and install steel plates with through bolting at the masonry infill wall on the 2nd floor east side. Infill is falling out of the current concrete opening. Refer to attached preliminary structural steel sketches for proposed fixes.

7. Provide wood blocking support under a 2' x 2" area of the existing 3rd floor soft spot at the stairway entry on the north end of the building.

8. Furnish and install new wood stairway wall approximately 10'-0" long by 24'-0" tall from the second floor to the 4th floor. Wall to be constructed on top of the existing wood wall and to match the same configuration.

9. General conditions to include supervision, material and equipment is include for a period of three and a half (3-1/2) weeks to perform the scope of work.

FORESITE
DESIGN & CONSTRUCTION
INCORPORATED

City of Tempe

Job Order Price

COT Project Name: **Hayden Flour Mill** 9/8/2016
Cribbed Wood Structure Demolition Rev 1

COT Project Number:

Negotiated Prices	
Price of Subcontractor(s)	$73,057
Price of Subconsultant(s) (If applicable)	$6,500
General Conditions	$12,662
Preconstruction Labor (If applicable)	$0
Construction Labor	$4,423
Subtotal	$96,642
Unit Prices	
Unit Price (Per Unit Price Attachement)	$0
Subtotal	$0
Overhead and Profit (8 %)	$7,731
Total	$104,373
Insurance (1.79%)	$1,868
Bonds (1.08%)	$1,160
Sales tax (MMRA)	$0
Combined Total	$107,401
City's Allowance	$0
Project Total	$107,401

Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
1.000		**GENERAL REQUIREMENTS**							
	1.002	Project Manager							
		Project Manager	1.20 wk	2,850	-	-	-	-	2,850
	1.003	Project Superintendent							
		Project Superintendent	3.60 wk	7,067	-	-	-	-	7,067
	1.011	General Field Supervisor							
		General Field Supervisor	7.00 hr	455	-	-	-	-	455
	1.015	Consultant's Fees							
		Structural Engineering Fees	1.00 ls	-	-	6,500	-	-	6,500
	1.309	Information Technology							
		IT Expense	199.00 hr	-	-	-	322	-	322
	1.310	Office Supplies							
		Job Office Supplies	0.90 mo	-	90	-	-	-	90
	1.315	Temporary Toilet							
		Temporary Toilet	1.00 mo	-	-	-	85	-	85
	1.329	Communications							
		Monhtly Usage (in town)	199.00 hr	-	-	-	88	-	88
	1.602	Foresite Equipment							
		Foresite 3/4 Ton Pick up/Mo	1.20 mo	-	-	-	1,211	-	1,211
	1.615	Gas & Minor Maint.							
		Gas & Minor Maint.	4.80 wk	-	-	-	494	-	494
2.000		**SITEWORK**							
	2.001	Temporary Fencing							
		One Time In and Out	1.00 ls	-	-	-	350	-	350
		Over 600lf	100.00 lf	-	-	-	135	-	135
	2.002	Temporary Utilities							
		Temporary generator	1.00 wk	225	50	-	140	-	415
		500 gal water wagon	1.00 wk	225	10		256	-	491
	2.003	Construction Protection							
		Barricades & warning tape	1.00 ls	360	30		175	-	565
	2.004	U/ground Utility Locating							
		Basic Locating Service	2.00 hr	-	360	0	0	-	360
	2.007	Project Signage							
		Jobsite Safety Signage	1.00 ls	90	40		-	-	130
	2.009	General Clean-up							
		General Clean-up	5.00 hr	91		-	6	-	97
	2.013	Safety & Inspections							
		Safety Plan	1.00 ls	135		0	-	-	135
		Monthly safety Visit	4.00 ch	500	-		-	-	500

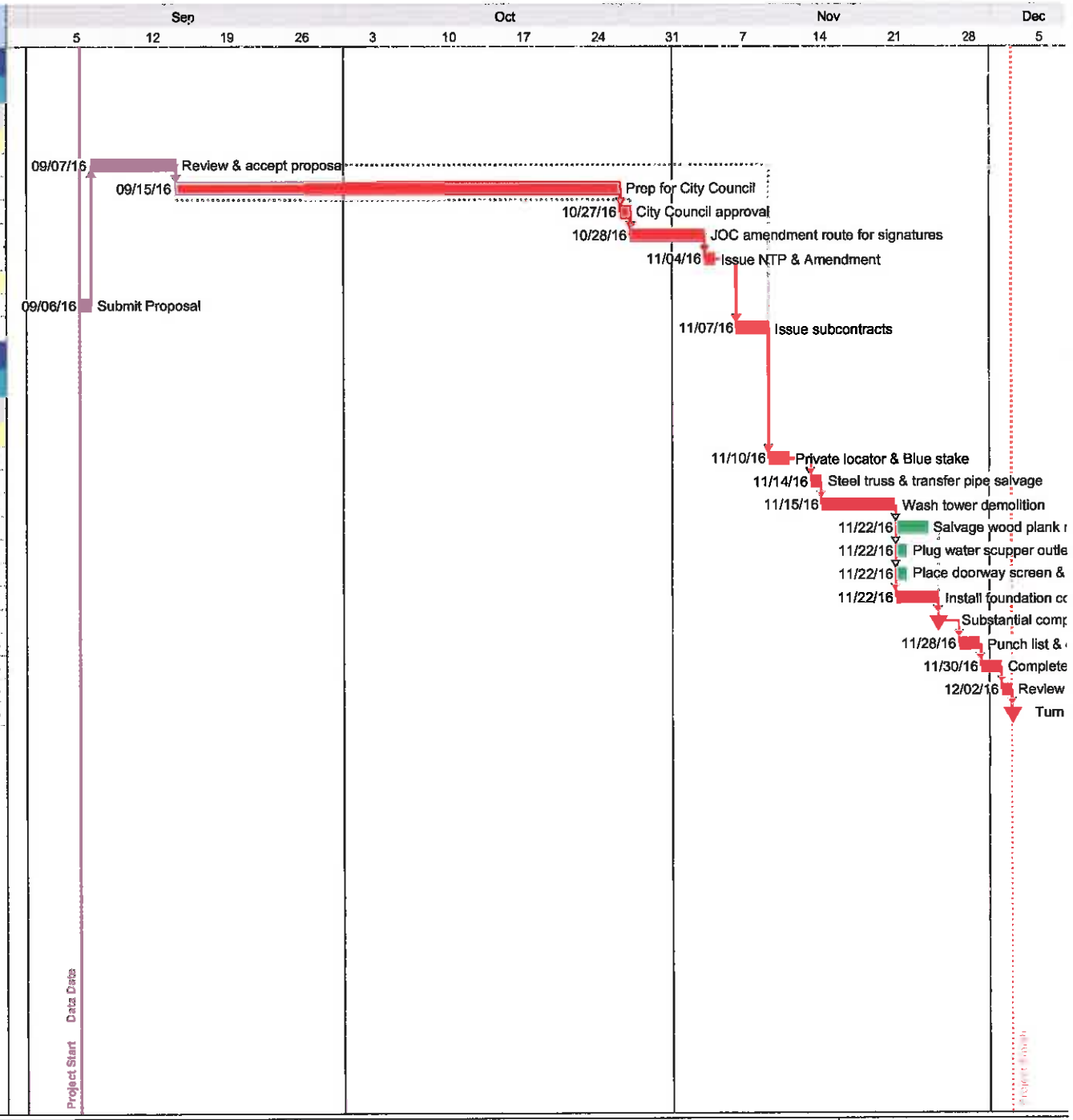
Group	Phase	Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
	2.050	Selective Demolition (EA)							
		Wash Towers Demolition	1.00 ls	-	-	44,092	-	-	44,092
	2.102	Dust Control							
		Dust Control permit	1.00 ea	90	795		-	-	885
3.000		CONCRETE							
	3.050	Concrete Conceptual							
		Exist conc scupper plug	1.00 ea	256	300	0	50	-	606
5.000		STEEL							
	5.100	Structural Steel							
		Foundation & doorway covers	1.00 ls	-	-	24,816	-	-	24,816
6.000		WOOD AND PLASTICS							
	6.010	Fasteners & Adhesives							
		Nails - 16d common	1.00 ls	-	53	-	-	-	53
	6.100	Rough Carpentry							
		Carpentry Layout	1.00 ch	63	5	-	-	-	68
	6.115	Misc. Bracing							
		Brace 2nd floor soft spot	1.00 ea	151	21	-	10	-	182
	6.560	Deck-Sheathing							
		Plywood walls 3/4" CDX	480.00 sf	454	428	-	120	-	1,003
	6.630	Framing Plates							
		2x6 Plates	10.00 bf	32	8	-	5	-	45
		2x6 Plates	10.00 bf	32	8	-	5	-	45
	6.635	Framing Studs							
		2x6 Studs	216.00 bf	273	170	-	108	-	551
9.000		FINISHES							
	9.920	Exterior Painting-SF							
		Paint Ext Steel covers	568.00 sf	365	180	0	85	-	630
		Paint doorway screen	36.00 sf	45	60	0	5	-	110
	9.930	Exterior Paint-EA							
		Paint wall plates @ infill	5.00 ea	225	60	0	20	-	305
11.000		EQUIPMENT							
	11.024	Misc Eq							
		Reset hole covers	2.00 ea	90	10	-	10	-	110
16.000		ELECTRICAL							
	16.100	Basic Elec Matl/Methods							
		Disconnect conduit & conductors	16.00 ch	720	48	-	32	-	800

Estimate Totals

Estimate Totals

Description	Amount	Totals	Rate
Labor	14,795		
Material	2,726		
Subcontract	75,408		
Equipment	3,713		
Other			
	96,642	96,642	
OVERHEAD AND PROFIT	7,731		8.000 %
Tempe JOC Insurance	1,868		1.790 %
Tempe JOC Bond Rate	1,160		
	10,759	107,401	
Total		***107,401***	

ID	Description	Duration Week Days	Start	Finish
PRE-CONSTRUCTION				
Project Wide				
Procurement				
City of Tempe				
20	Review & accept proposal	6	09/07/16	09/14/16
30	Prep for City Council	30	09/15/16	10/26/16
140	City Council approval	1	10/27/16	10/27/16
150	JOC amendment route for signatures	5	10/28/16	11/03/16
155	Issue NTP & Amendment	1	11/04/16	11/04/16
ForeSite				
10	Submit Proposal	1	09/06/16	09/06/16
70	Issue subcontracts	3	11/07/16	11/09/16
CONSTRUCTION				
Project Wide				
Procurement				
ForeSite				
40	Private locator & Blue stake	2	11/10/16	11/11/16
50	Steel truss & transfer pipe salvage	1	11/14/16	11/14/16
60	Wash tower demolition	5	11/15/16	11/21/16
80	Salvage wood plank material & palletize	3	11/22/16	11/24/16
110	Plug water scupper outlet	1	11/22/16	11/22/16
120	Place doorway screen & brace wall	1	11/22/16	11/22/16
130	Install foundation covers	4	11/22/16	11/25/16
160	Substantial completion	0		11/25/16
170	Punch list & distribute	2	11/28/16	11/29/16
180	Complete punch list	2	11/30/16	12/01/16
190	Review & acceptance	1	12/02/16	12/02/16
200	Turn over to City	0		12/02/16



Start Date: 09/06/16
Finish Date: 12/02/16
Data Date: 09/06/16
Run Date: 09/02/16

Hayden Flour Mill - Wash Tower Demolition

FORESITE
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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 BOND PB-1

STATUTORY PAYMENT BOND PB-3

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE AD-1

LIST OF SUBCONTRACTORS

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

Subcontractor Name	Address	Type of Work	% of Total Contract

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 22nd day of September, 2016, to complete Project No. 6708251, 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.

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 of title 34, chapter 2, article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

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

DATED this day of , 2016.

_____
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 22nd day of September, 2016, to complete Project No. 6708251, 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.

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 a judge of the court.

DATED this day of , 2016.

_____
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 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 **WASH TOWER DEMOLITION – HAYDEN FLOUR MILL** and **PROJECT NO. 6708251** at the location of 119 S. MILL AVENUE; 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:

_____