

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

JOB ORDER NO. 10 TO CALIENTE CONSTRUCTION  
THROUGH EXISTING CONTRACT NO. C2015-43

**METERING STATION IMPROVEMENTS – TP-01, TP-04, TP-05**

**PROJECT NO. 3202551**

This **JOB ORDER NO. 10** is entered into on this 3<sup>rd</sup> day of November, 2016, 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 February 26, 2015, (Contract No. C2015-43) along with that certain Addendum No. 1 entered into on January 26, 2016 and Addendum No. 2 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 Metering Station Improvements – TP-01, TP-04, TP- 05, (Project No. 3202551) (“Project”) for the sum of Four Hundred Forty One Thousand Five Hundred Ninety Two and 44/100 Dollars (\$441,592.44), 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 addresses of the construction work locations (“Work Location”) are 51 S. Priest Drive, 15 S. 48<sup>th</sup> Street, and 951 N. Priest 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 “C”) 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. C2015-43, as amended on January 26, 2016, and August 23, 2016, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 10, are by reference incorporated into this Job Order No. 10. All provisions of the underlying Contract where not inconsistent with this Job Order No. 10 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 eighty four (84) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

Metering Station Improvements – TP-01, TP-04, TP-05  
Project No. 3202551

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mark W. Mitchell, Mayor

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

ATTEST:

Recommended by:

\_\_\_\_\_  
Brigitta M. Kuiper, City Clerk

\_\_\_\_\_  
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.**

CALIENTE CONSTRUCTION, INC.

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

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

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

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

September 30, 2016

Erick Bonz  
Project Manager / Senior Civil Engineer  
City of Tempe Engineering Division  
31 E Fifth Street  
Tempe, AZ 85252

Re: City of Tempe – TP-01, TP-04, and TP-05 Metering Station Improvements (Project No. 3202551)

Dear Mr. Bonz:

Thank you for the potential opportunity to provide our services for TP-01, TP-04, and TP-05 Metering Station Improvements (Project No. 3202551). We have assembled this proposal based on the Plans and Specifications by CDM Smith dated Oct 2015 and site visit held on September 6, 2016.

Scope of work includes selective site demolition at all 3 sites, landscaping DG at TP-01, Concrete Patching and Infill, ABC Infill / New Concrete Slab and Curb for Fan at TP-01 Masonry Repairs and Infills, Furnish and Install of new Aluminum Handrail w/ gates, Furnish and Install of New Flume Systems, Furnish and Install of New HVAC Equipment and Components and Furnish and Install / re-configuration of Electrical System.

Project is based on (3) Phases over a duration of 12 Weeks from Material Acquisition for TP-01 during normal working hours; TP-01 (Approx. 6 Weeks), TP-04 (Approx. 3 Weeks), and TP-05 (Approx. 3 Weeks).

The following **ALLOWANCES** are included in the Proposal Price:

- Confined Space Permitting and Safety (includes traffic control, temp ventilation and lighting), **ALLOW (\$30,000.00)**
- Landscaping (Repairs and DG for TP-01), **ALLOW (\$2,500.00)**
- Rough Carpentry (Minor Repairs at TP-01 Roof), **ALLOW (\$1,500.00)**
- Sealants (Scope not defined), **ALLOW (\$2,250.00 - \$750.00/Site)**
- Roofing (Flashing and Roofing Repairs at TP-01), **ALLOW (\$2,000.00)**
- Stucco (Minor Stucco Work at TP-01, Minimum Charge), **ALLOW (\$2,000.00)**
- Painting (Interior and Exterior Painting, Misc., and Stair Tread/Nosing), **ALLOW (\$40,000.00)**

- 1) Owner will assume all Permitting, Special Inspection, and Materials Test costs if required.
- 2) Excludes all low voltage controls, monitoring equipment and programming
- 3) Excludes any asbestos survey and/or abatement of hazardous materials.
- 4) Price excludes anything not specifically called out above or on the detailed budget spreadsheet

Budget: **\$441,592.44** Refer to detail cost spreadsheet (Includes insurance and bond).

Please contact me at your convenience should you have any questions.

Best Regards,



Jeff Schaffer  
Project Manager - Caliente Construction Inc.



*One of the Valley's Healthiest Employers*  
485 West Vaughn, Tempe, Arizona 85283-3672 Phone: (480) 894-5500 Fax: (480) 894-2323  
AZ ROC091625 AZ ROC098769 AZ ROC164581 CA 770323 UT 4741522-550 NV 0078132  
ID RCE-28529 NM 85371 CO 233580 MT 159637





**Caliente Construction Inc.**

485 W. Vaughn Street, Tempe, Arizona 85283  
Telephone (480) 894-5600 Facsimile (480) 894-2323

**Job Name: City of Tempe - TP 01, TP 04, & TP 05 Metering Station Improvements**

Proposed Date: 3/1/14  
Project Duration: 12 weeks

Project Information: Pileat and Grand Canal Overpass WEST SIDE. The steep grade on the east side of the overpass has eroded due to lack of stabilization. SCOPE: Clean up eroded surface (create a 3'-4" wide channel) for placement of rip rap. Excavate an approximate 8'x6' area at the top of the slope where runoff enters landscape area and slope gradually to the eroded channel. Place 60 tons of 2"-4" rip rap in the eroded channel and excavated runoff entry. 20 feet from the bottom of the channel, the rip rap will gradually widen and create a pile shape runoff termination. Rake out landscape area around scope of work. Remove and replace two sidewalk panels. Includes an allowance for and sidewalk or lane closures and also site security to ensure the sidewalk is not vandalized after it is poured.

CODE	ITEM	CONTRACT	QTY	UNIT	RATE	LABOR	MTRL	MTRL	SUBCONTR	MFT	SUBTOTAL	TOTAL
<b>01A GENERAL CONDITIONS</b>												
001040	PROJECT MANAGER	CCI	120.00	HR	91.16	\$ 10,939.20						
001043	PROJECT ENGINEER	CCI	80.00	HR	54.68	\$ 4,372.80						
001045	SUPERINTENDENT	CCI	480.00	HR	73.59	\$ 35,323.20						
001085	TEMP TOILETS	CCI	12.00	WK	120.00					\$ 1,440.00		\$ 1,440.00
<b>01 GENERAL REQUIREMENTS</b>												
010000	CONFINED SPACE, SAFETY, TRAFFIC CONTROL, TEMP ELEC AND VENTILATION		1.00	ALLOW		\$ 30,000.00					\$ 30,000.00	
017410	DUMPSTERS		3.00	PULLS		\$ 450.00					\$ 1,350.00	
<b>02 EXISTING CONDITIONS</b>												
024100	DEMOLITION	Dickens	1.00	LS				\$ 15,691.00			\$ 15,691.00	
029000	LANDSCAPE REPAIR / DG AT TP-01	TBD	1.00	LS				\$ 2,500.00			\$ 2,500.00	
030000	MISC. CONCRETE		1.00	LS								\$ 2,500.00
040000	MASONRY	Stoll	1.00	LS				\$ 9,296.75			\$ 9,296.75	
<b>05 METALS</b>												
051000	STRUCTURAL WIDE FLANGE BEAMS	RNR	1.00	LS				\$ 2,403.00			\$ 2,403.00	
055000	METAL FABRICATIONS - RAILINGS	RNR	1.00	LS				\$ 8,800.00			\$ 8,800.00	
055900	METAL SPECIALTIES - FLUME (F)	RNR	1.00	LS				\$ 190,112.00			\$ 190,112.00	
<b>06 ROUGH CARPENTRY</b>												
061000	ROUGH CARPENTRY	TBD	1.00	ALLOW				\$ 1,500.00			\$ 1,500.00	
<b>07 THERMAL AND MOISTURE PROTECTION</b>												
070000	SEALANTS	TBD	1.00	ALLOW					\$ 2,250.00		\$ 2,250.00	
076000	FLASHING / ROOFING REPAIRS	TBD	1.00	ALLOW					\$ 2,000.00		\$ 2,000.00	
<b>08 DOORS AND HARDWARE</b>												
080000	MISC DOOR HARDWARE / SIGNAGE	CCI	1.00	LS			\$ 500.00				\$ 500.00	
<b>09 FINISHES</b>												
092423	STUCCO	TBD	1.00	ALLOW					\$ 2,000.00		\$ 2,000.00	
096000	PAINTING	TBD	1.00	ALLOW				\$ 40,000.00			\$ 40,000.00	
<b>23 MECHANICAL</b>												
SUBTOTAL												
											2,297	
											1,500	
											4,250	
											500	
											2,000	
											40,000	
											42,000	

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# EXHIBIT B

Prepared by:

**CDM  
Smith**

4835 East Cactus Road, Suite 360  
Phoenix, Arizona 85254

**City of Tempe  
Public Works Department  
Division of Engineering**

**TP-01, TP-04 and TP-05  
Metering Station Improvements**

**FINAL**

**COT Project No. 3202551**

**TECHNICAL  
SPECIFICATIONS**

**OCTOBER 2015**

**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  
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE .....AD-1



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 3<sup>rd</sup> day of November, 2016, to complete Project No. 3202551, 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 3<sup>rd</sup> day of November 2016, to complete Project No. 3202551, 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 **METERING STATION IMPROVEMENTS – TP-01, TP-04, TP-05 and PROJECT NO. 3202551** at the locations of 51 S. Priest Drive, 15 S. 48<sup>th</sup> Street and 951 N. Priest Drive; 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:

\_\_\_\_\_

Company