

Staff Summary Report



Council Meeting Date: 1/08/09

Agenda Item Number: _____

SUBJECT: Request approval of Job Order No. 1 for construction of a 12-inch water line at Evelyn Hallman Park from Marigold Lane to McKellips Road through the existing job order contract with Pierson Construction Corporation and approval of a project contingency.

DOCUMENT NAME: 20090108PWDR09 WATERMAIN CONSTRUCTION (NEW) (0810-06)
PROJECT NO. 3207051

SUPPORTING DOCS: Yes.

COMMENTS: Total amount for job order no. 1 is \$262,201.34 and the amount of the project contingency is \$10,000.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)
Don Hawkes, Water Utilities Manager (x2660)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Teresa Voss, Assistant City Attorney (x8814)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 3207051.

RECOMMENDATION: Approve job order no. 1 with Pierson Construction Corporation in the amount of \$262,201.34, through the existing job order Contract No. C2008-252, and approve a project contingency of \$10,000.

ADDITIONAL INFO: The scope of work for this project is to construct a new 12-inch water line from the Marigold Booster Pump Station to tie into an existing 12-inch line in McKellips Road. The new water line will generally follow the alignment of an existing service driveway through Evelyn Hallman Park and provide a redundant path of flow from the booster station, parallel to the existing line in College Avenue, into the northern pressure zone.

The underlying job order contract is C2008-252. Council has not previously approved any contingencies for this job order no. 1. This request will establish the amount of the contingency at \$10,000, which is approximately four percent (4%) of the job order amount, to cover possible unforeseen conditions arising during construction.

Staff reviewed the proposal from Pierson Construction Corporation and found that it is in order. Pierson Construction Corporation is one of three contractors previously selected through a process consistent with A.R.S. § 34-601, *et seq.* for job order contracting services.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO. 1 TO PIERSON CONSTRUCTION CORPORATION
THROUGH EXISTING CONTRACT NO. C2008-252

EVELYN HALLMAN PARK - 12 INCH WATER LINE
(MARIGOLD LANE TO MCKELLIPS ROAD)

PROJECT NO. 3207051

This **JOB ORDER NO. 1** is entered into on this 8th day of January, 2009, with Pierson Construction Corporation ("**JOC CONTRACTOR**") through the existing Contract made and entered into by and between the parties on December 11, 2008, (Contract No. C2008-(252).

ARTICLE I – JOB ORDER PRICE AND WORK LOCATION: The JOC Contractor 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 the Evelyn Hallman Park – 12 Inch Water Line (Marigold Lane to McKellips Road), (Project No. 3207051) ("**Project**") for the sum of Two Hundred Sixty Two Thousand Two Hundred One and 34/100 Dollars (\$262,207.34), as detailed in the Proposal (Exhibit "A"), 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 the 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 the City through the Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location ("**Work Location**") is Marigold Lane to McKellips Road. The JOC Contractor 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.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit "B") to the City for approval prior

to receipt of a Notice to Proceed issued by the City for the Project.

ARTICLE III – AMENDMENT: This Job Order No. 1 is entered into pursuant to the City of Tempe Contract No. C2008-252, and the terms and conditions contained in Contract No. C2008-252. All exhibits attached to the Contract and to this Job Order No. 1 are by reference incorporated into this Job Order No. 1. All provisions of the underlying Contract where not inconsistent with this Job Order No. 1 shall remain binding on the parties.

ARTICLE IV – 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 the City, and shall be completed within forty five (45) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

Evelyn Hallman Park – 12 Inch Water Line
(Marigold Lane to McKellips Road)
Project No. 3207051

The JOC Contractor warrants that the person who is signing this Job Order on behalf of the JOC Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Job Order.

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

DATED this _____ day of _____, 2009.

PIERSON CONSTRUCTION CORPORATION

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 A

RECEIVED

October 21, 2008

OCT 23 2008

City of Tempe
Public Works Engineering Division
31 East Fifth Street
Tempe, AZ 85281

City of Tempe
Engineering Division.

Attention: Jay Gokhale, P.E.

RE: **Job Order Contract for Miscellaneous Horizontal Construction and Minor Water Treatment Plant Improvements – TASK 1**

Jay,

Attached is our Construction Cost Proposal for the Evelyn Hallman Park 12" Waterline project.

Note the following items with regard to the Construction Cost Proposal and the approved plans prepared by PEC dated 8/25/08:

1. The proposal does not include any permits or fees of any kind
2. The proposal only includes the items of work as shown in the cost proposal
3. We have assumed that we will be allowed to close Marigold when constructing the waterline trench within the roadway
4. The quantities shown in the cost proposal are approximate and we intend that final payment be based upon actual field measurement of the items provided
5. We recommend that the City consider injecting chlorine required during testing at Station 24+90 instead of Station 19+75 as shown to facilitate the testing procedures

We propose to furnish labor, equipment, and materials in accordance with the plans and specifications, complete. All materials will be guaranteed as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications that involve extra costs will be executed only upon receipt of written confirmation of the scope and cost of the effort, and will be considered as over and above the attached Construction Cost Proposal.

We appreciate selecting Pierson for this JOC and look forward to working with you again.

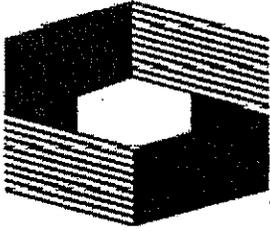
Respectfully,

Russell E. Moore, P.E.
Vice President, ADMP Business and Project Management
Project Manager

GENERAL ENGINEERING CONSTRUCTION • 222 S. 52ND St. Tempe, AZ 85281-7208 (480) 966-4424 Fax (480) 894-1086

State of Arizona Contractors Licenses
General Engineering - # 072232 Class A • General Building #109097 Class B • General Commercial - # 109053 Class B-01
California Contractors License # 589880

Evelyn Hallman Park 12" Waterline



Pierson Construction Corporation

222 S. 52nd St.
 Tempe, AZ 85281
 From: Dana Ratkovich
 Phone: 480 966 4424
 Fax: 480 894 1086

Quote To: City of Tempe
Attention: Tom Wilhite
Address: 50 E. 5th Street
City: Tempe
State & Zip: AZ 85281
Phone:
Fax: 480 350 8591

Job Name: Project # 3207051
Owner: City of Tempe
Address: 50 E. 5th Street
City: Tempe
State & Zip: AZ 85281
Date: 9/29/08

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	12" CL S2 DIP	1,408.00	LF	87.39	123,045.12
20	12" GATE VALVES	8.00	EA	1,893.56	15,148.48
30	FIRE HYDRANT ASSEMBLY	1.00	EA	4,071.29	4,071.29
40	CHLORINE TEST STATION DETAIL 3	2.00	EA	322.96	645.92
50	CORP STOP ASSEMBLY DETAIL 5	1.00	EA	793.48	793.48
60	CONNECT TO EXISTING DETAIL 1,2	2.00	EA	2,573.68	5,147.36
70	REMOVE REPLACE VALLEY GUTTER	18.00	SF	15.02	270.36
80	REMOVE REPLACE ASPHALT DETAIL 4	65.00	SY	137.27	8,922.55
90	REMOVE REPLACE DRIVEWAY	150.00	SF	13.59	2,038.50
100	REMOVE REPLACE SIDEWALK	50.00	SF	7.71	385.50
110	REMOVE REPLACE DECOMPOSED GRANITE	9,660.00	SF	0.54	5,216.40
120	REMOVE REPLACE CURB & GUTTER	10.00	LF	32.00	320.00
130	REALIGN POND DEWATERING LINE	1.00	EA	5,462.14	5,462.14
140	DELIVERY CHANNEL RECONSTRUCTION	1.00	LS	14,441.04	14,441.04
160	SURVEY	1.00	LS	3,200.00	3,200.00
170	COMPACTION TESTING	1.00	LS	1,600.00	1,600.00
460	GENERAL CONDITIONS	1.00	LS	32,951.20	32,951.20
470	PAYMENT AND PERFORMANCE BOND 1.5%	1.00	LS	3,643.00	3,643.00
480	GENERAL LIABILITY NSURANCE 1.2%	1.00	LS	2,914.00	2,914.00
500	TAXES 5.265%	1.00	LS	12,788.00	12,788.00
510	SUBTOTAL				\$243,004.34
600	FEE 7.9 %	1.00	LS	19,197.00	19,197.00
610	TOTAL				\$262,201.34
GRAND TOTAL					\$262,201.34

NOTES:

Quote based on approved plans by PEC dated 8/25/08. Excludes permits or fees of any kind. Includes only work specified on quote. Chlorine injection station at 19+75 should be moved closer to 24+90. Traffic on Marigold to be closed during trenching

Quantities are approximate and final payment is to be based on actual field measurement.

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmenlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the proposed estimate.

Prices based on Pierson standard insurance coverages.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted,
Pierson Construction Corporation

Dana Ratkovich
Date: _____

Accepted By:

Company: _____
Date: _____

EXHIBIT B

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS SB-1
STATUTORY PERFORMANCE BONDB-1
STATUTORY PAYMENT BOND.....B-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, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), are held and firmly bound unto _____ (hereinafter called the 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 8th day of January, 2009, to complete Project No. 3207051, 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, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as held and firmly bound unto _____ (hereinafter called the 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 8th day of January, 2009, to complete Project No. 3207051, 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 _____

EVELYN HALLMAN PARK – 12 INCH WATER LINE
(MARIGOLD LANE TO MCKELLIPS ROAD)
PROJECT NO. 3207051

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

[Seal]