

Staff Summary Report

Council Meeting Date: 02/21/08

Agenda Item Number: _____

SUBJECT: Request approval of a construction Job Order with Cactus Asphalt and a construction change order contingency for Arterial Street Rehabilitation - Priest Drive and Baseline Road.

DOCUMENT NAME: 20080221PWDR06 STREET UPGRADING-MAINT-CONSTRUCTION (0809-05) PROJECT NO. 5407061

SUPPORTING DOCS: Yes

COMMENTS: Approve a job order in the amount of \$727,754.59 with Cactus Asphalt and approve a construction change order contingency of \$110,000, subject to execution of the final written contract.

PREPARED BY: DONNA RYGIEL, ENGINEERING CONTRACT ADMIN. (x8520)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

APPROVED BY: GLENN KEPHART, PUBLIC WORKS MANAGER (x8205)

LEGAL REVIEW AS TO FORM: ANDREW CHING, CITY ATTORNEY (x8575)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5407061.

RECOMMENDATION: Approve Job Order and contingency amount.

ADDITIONAL INFO: The location for this arterial street rehabilitation work is Priest Drive from U.S. 60 south to the city limits of Guadalupe, and Baseline Road from Darrow Drive to I-10. These arterial streets have reached their useful life and are in need of rehabilitation. There will be associated pavement rehabilitation work on Darrow Drive from Baseline Road to Priest Drive. The scope of this work is to mill and overlay these streets with 1.5" asphalt hot mix and equip all intersections with autoscope traffic signal devices.

The proposal of Cactus Asphalt has been reviewed by staff and found to be in order. Cactus Asphalt is one of three contractors previously selected, through a qualifications based process consistent with Arizona Revised Statutes, for an On-Call Job Order Contract for paving and resurfacing of streets and city facilities.

This award is conditioned upon execution of final written contract documents and approved submittals of any required payment bond, performance bond, ensure to insure affidavit, insurance certificates or other documents.

In addition, there will be an estimated fee of \$16,500 paid to Ninyo & Moore through a previously approved, annual contract for materials testing costs associated with this project.

CC COPY



**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONTRACT DOCUMENTS

FOR

**ARTERIAL STREET REHABILITATION – PRIEST DRIVE AND BASELINE
ROAD**

PROJECT NO. 5407061

JOB ORDER CONTRACT

CITY COUNCIL MEMBERS

Mayor – Hugh Hallman

Mark Mitchell
Barbara J. Carter
Shana Ellis

P. Ben Arredondo
Onnie Shekerjian
J. Hut Hutson

City Manager – Charles W. Meyer
City Engineer – Andy Goh, P.E.

2008

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER CONTRACT NO. C2007-238

JOB ORDER NO. ONE

ARTERIAL STREET REHABILITATION - PRIEST DRIVE AND BASELINE ROAD

PROJECT NO. 5407061

This JOB ORDER made and entered into on this 21st day of February, 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the **CITY** and Cactus Asphalt hereinafter called the **JOC CONTRACTOR** amends the original Contract made and entered into by and between the same parties on December 6, 2007, (Contract No. C2007-238).

WITNESSETH: That the JOC Contractor, for and in consideration of the sum to be paid by the City, in the manner and at the times hereinafter provided, and of the other mutual covenants and agreements hereinafter contained, and under penalties expressed in the bonds hereto attached, hereby agrees, for itself, its heirs, executors, administrators, successors, and assigns as follows:

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 Arterial Street Rehabilitation - Priest Drive and Baseline Road, (Project No. 5407061) for the sum of Seven Hundred Twenty Seven Thousand Seven Hundred Fifty Four and 59/100 Dollars (\$727,754.59), as detailed in the Proposal (Exhibit “A”), and to completely and totally

construct the same and install the materials therein for the City, 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 above referenced project(s) and other documents that may be made by the City through the Engineer or properly authorized agents, as provided herein. The full street or physical address of the construction Work location is Priest Drive from US 60 south to the city limits of Guadalupe, Darrow Drive from Baseline Road to Priest Drive and Baseline Road from Darrow Drive to I-10. The JOC Contractor shall list each Work location in any and all Contract Documents with each subcontractor at any level and each subcontractor shall include each Work location in any and all Contract Documents with its subcontractors at any level.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) prior to a Notice to Proceed with the above referenced project.

ARTICLE III – AMENDMENT: These Job Order Agreement documents, City of Tempe Contract No. C2007-238, Performance Bond, Payment Bond and Certificate(s) of Insurance are by this reference made a part of this Job Order to the same extent as if set forth herein in full. All other provisions of the original Contract where not inconsistent with this Job Order Agreement shall remain binding on the parties hereto.

ARTICLE IV – START OF WORK: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed and shall be completed within ninety (90) calendar days thereafter.

Arterial Street Rehabilitation - Priest Drive and Baseline Road
Project No. 5407061

IN WITNESS WHEREOF, the parties hereto have executed this Job Order this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

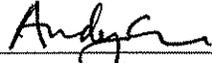
By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended by:



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

The JOC Contractor warrants that the person who is signing this Agreement 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 Agreement.

JOC CONTRACTOR
Cactus Asphalt

Name

Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A



C A C T U S
A S P H A L T

PRIEST ROAD & BASELINE ROAD OVERLAY

PRICE OF SUBCONTRACTORS (Milling, Traffic Control and Valve/Manhole Adjustments)		\$122,056.50
GENERAL CONDITIONS (Fuel, Water, Permits, Equipment Transport, Project Mgr, Support, Foreman and Super)		\$36,893.00
PRECONSTRUCTION LABOR (Estimating, Estimating Support, Project Sponsor)		\$2,866.00
ALLOWANCES		
CONSTRUCTION LABOR		\$38,510.19
MATERIALS & EQUIPMENT		\$415,930.50
TOTAL		\$616,246.19
OVERHEAD AND PROFIT	9.50%	\$58,543.39
SUB TOTAL		\$674,789.58
INSURANCE	1.46%	\$9,851.93
BOND	0.99%	\$6,680.42
TAX (On SubTotal + ins. & bond)	5.27%	\$36,432.67
COMBINED TOTAL		\$727,754.59

Projected Working Days:

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ - 194430 • NV - 0040581 • NM - 022995 • UT - 944049-5501

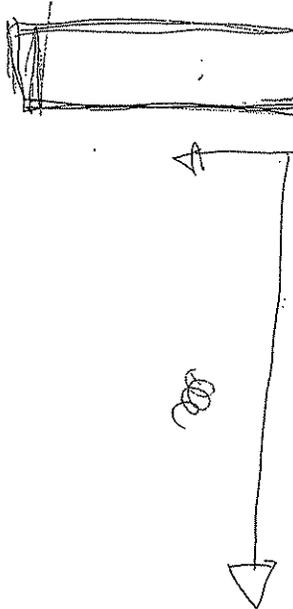
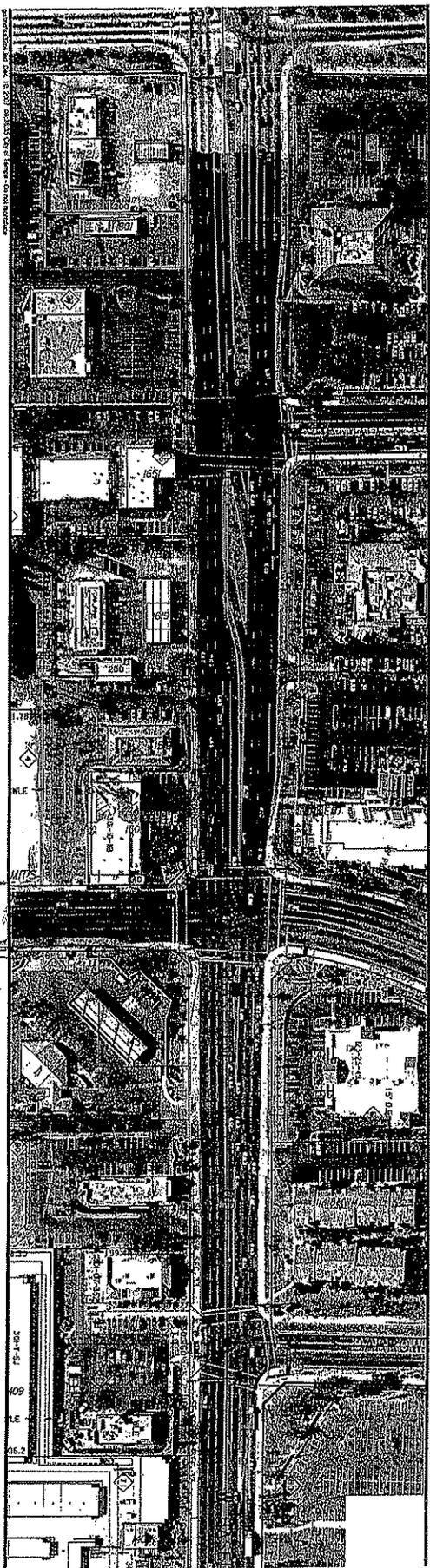
t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

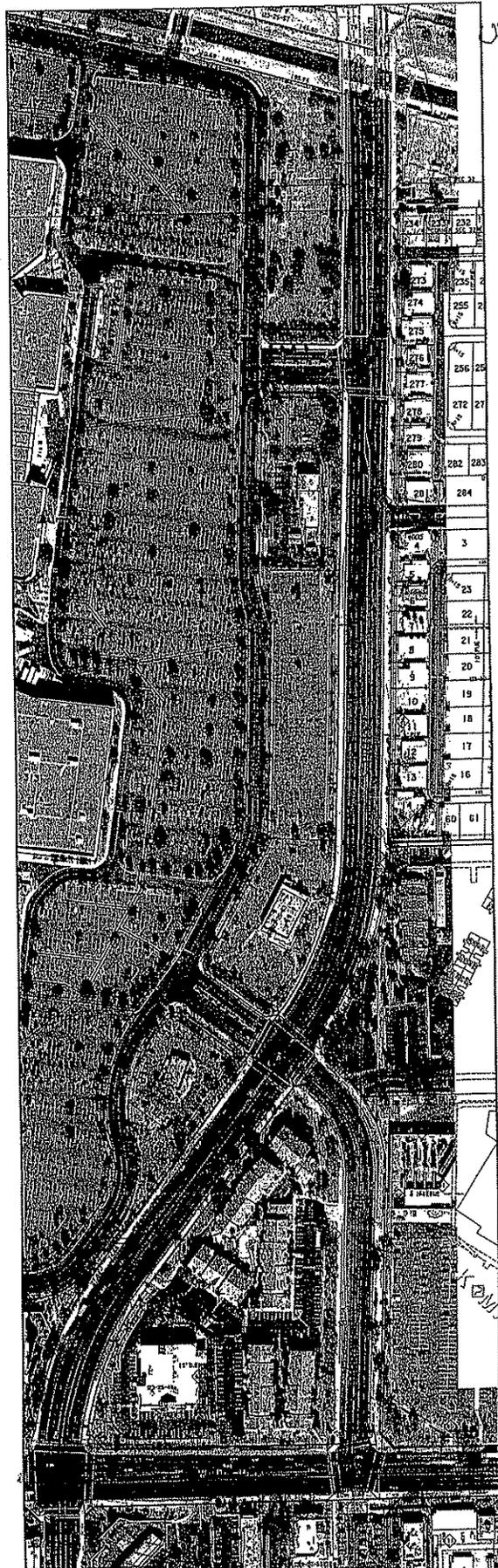
Cactus Group C

A007:PRIEST DR BASELINE RD WESTERN CANAL
A002:BASELINE RD PRIEST DR WENDLER DR
N33S DARROW DR BASELINE RD PRIEST DR

	Length	Width	SF	SY
	3012	86	277029	30781
	1993	84	169082	18786.89
	853	37	31561	3506.778
				53074.67

(e)





560

©

C-Check

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 21st day of February, 2008, to complete Project No. 5407061, 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.

Witness our hands this ____ day of _____, 2008.

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 21st day of February, 2008, to complete Project No. 5407061, 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.

Witness our hands this _____ day of _____, 2008.

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 _____

**PRIEST DRIVE AND BASELINE ROAD
STREET REHABILITATION
PROJECT NO. 5407061**

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 _____, 2008.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public

My Commission Expires